

RESOLUTION 2001 - 35

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING A FIRST AMENDMENT TO CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE WITH THE ST. JOHNS COUNTY COUNCIL ON AGING AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SAID FIRST AMENDMENT.

WHEREAS, on February 22, 2000, the Board of County Commissioners of St. Johns County (the "Board") entered into a Public Transportation Joint Participation Agreement with the State of Florida Department of Transportation ("FDOT") and the St. Johns County Council on Aging ("COA") wherein FDOT awarded \$245,791 for the program; and

WHEREAS, on October 17, 2000, the Board adopted Resolution No. 2000-158, wherein the County provided additional funding in an amount of \$172,411 for increased public transportation service; and

WHEREAS, St. Johns County Council on Aging has requested to modify its Sunshine Bus Company services it provides to the County under the \$172,411 increased service contract; and

WHEREAS, the increased service includes routes to Hastings. These Hastings routes have operated since October 2, 2000 and low ridership has made the routes ineffective and the citizens of St. Johns County would be better served if these efforts were shifted; and

WHEREAS, COA proposes to increase the Sunshine Bus Company service from ten hours per day to twelve hours per day in exchange for modifying existing routes as outlined in the First Amendment to Contract for Provision of Financial Assistance.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, that:

1. The above "Whereas" statements are adopted as a finding of fact.
2. The County Administrator is authorized to enter the attached First Amendment to Contract for Provision of Financial Assistance, modifying the COA Sunshine Bus Company service.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 27th day of February, 2001.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: Marc Jacalone
Marc Jacalone, Vice Chair

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

**FIRST AMENDMENT
TO CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE**

This First Amendment to Contract For Provision of Financial Assistance, hereinafter referred to as First Amendment, is entered into, by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and the ST. JOHNS COUNTY COUNCIL ON AGING, INC., hereinafter referred to as the AGENCY, a corporation entitled to do business in the State of Florida, whose address is 170 Marine Street, St. Augustine, Florida 32084.

It is the intent of the parties that this First Amendment shall amend the Contract for Provision of Financial Assistance, attached as Exhibit "A" and incorporated by reference, by modifying the services to be provided by the St. Johns County Council on Aging, Inc., to the County.

The services to be provided by Agency as specified in Article 1 of the Contract for Provision of Financial Assistance shall be amended to read and require the following:

To establish and implement expanded service routes with deviation within St. Johns County. The service shall include two routes for general ridership. The north/south Line shall extend from US1 at the St. Johns County Airport, 7 miles north of St. Augustine city limits, to the St. Augustine Shores community, 8 miles south of St. Augustine city limits. The east/west Line shall extend from the West Augustine community on West King Street through the Lincolnville neighborhood within St. Augustine, the historic Old City business district and neighborhoods and connect to the resort businesses on A1A on Anastasia Island. Both lines will use the Greyhound terminal on Malaga Street in the city of St. Augustine as a connecting point and both lines will afford access to the Flagler Hospital medical campus and the St. Johns County Health Department campus. The north/south Line will afford access to the Social Security and Jobs & Benefits complex on US1 South. These routes start at 6 AM and complete their last run at 6 PM, twelve (12) hours per day, six (6) days per week. The Sunshine Bus Company shall provide service during the lunch hour for its two (2) routes of general ridership.

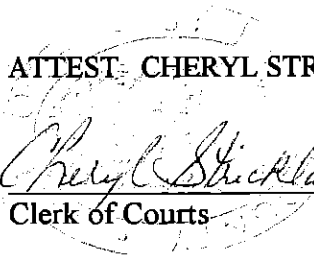
This First Amendment is made in consideration of the mutual promises contained herein, and in exchange for good and valuable consideration.

I have read the above First Amendment to Contract and understand each Section and paragraph.

IN WITNESS WHEREOF, the parties hereto executed this 2 page Contract by their undersigned officials as duly authorized.

ATTEST: CHERYL STRICKLAND, CLERK

ST. JOHNS COUNTY, FLORIDA


Cheryl Strickland 03-02-01
Clerk of Courts Date

Bonnie Adams 3/2/01
by its: County Administrator Date

Denise Newome 3/5/01
Witness Date

St. Johns County Council on Aging, Inc.

Patricia DeGrande 3-5-01
Witness Date

Calvin Brown 3/5/01
by its: Executive Director Date

Contract Number: COA #4 (Street Corner Bus Service)

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is entered into, by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and the ST. JOHNS COUNTY COUNCIL ON AGING, INC., hereinafter referred to as the AGENCY, a corporation entitled to do business in the State of Florida, whose address is 11 Old Mission Avenue, St. Augustine, Florida 32084. In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 – SERVICES TO BE PROVIDED BY THE AGENCY:

The AGENCY agrees, during the term of this Contract, to provide within St. Johns County the specific services described for the fiscal year 2000/2001 relative to the AGENCY'S goals, objectives, performance, outcome, efficiency and effectiveness measures as well as the final recommendation(s) from the St. Johns County Board of County Commissioners.

The funding amount as described in Article 2 below shall be made only upon the condition that it is used as follows:

1. To establish and implement expanded service routes with deviation within St. Johns County. The service would include two routes for general ridership. The north/south Line would extend from US1 at the St. Johns County Airport, 7 miles north of St. Augustine city limits, to the St. Augustine Shores community, 8 miles south of St. Augustine city limits. The east/west Line would extend from the West Augustine community on West King Street through the Lincolnville neighborhood within St. Augustine, the historic Old City business district and neighborhoods and connect to the resort businesses on A1A on Anastasia Island. Both lines will use the Greyhound terminal on Malaga Street in the city of St. Augustine as a connecting point and both lines will afford access to the Flagler Hospital medical campus and the St. Johns County Health Department campus. The north/south Line will afford access to the Social Security and Jobs & Benefits complex on US1 South. These routes start at 6 AM and complete their last run at 6 PM, 10 hours per day, six days per week. This program will also provide Monday through Saturday transport service between Hastings and St. Augustine. There would be six trips in each direction on each day of service. The Hastings route will connect with the two routes for general ridership.

The AGENCY shall submit all payment requests, reports and records to the COUNTY as specifically set forth herein.

ARTICLE 2 – PAYMENTS TO AGENCY/REIMBURSABLE:

A. The COUNTY shall pay to the AGENCY:

1. An annual total amount of \$172,411.00 not to exceed any time during this contract.
2. A monthly amount not to exceed \$14,367.58 which is one twelfth (1/12) of the funds appropriated to the AGENCY by action of the Board of County Commissioners of St. Johns County in the COUNTY'S adopted budget of the COUNTY'S fiscal year beginning October 1, 2000 and ending September 30, 2001.

B. Therefore monthly payment requests submitted by the AGENCY shall not exceed \$14,367.58 (1/12 of the \$172,411.00). This amount may be amended by mutual agreement of the COUNTY and AGENCY to reflect the actual units of service provided as identified in the AGENCY'S APPLICATION for the fiscal year 2000/2001 relative to the AGENCY'S goals, objectives, performance, outcome, efficiency and effectiveness measures as well as the final recommendation(s) from the Commissioners set forth as noted in Article 1 above, but shall not exceed the annual amount of \$172,411.00.

- C. The first payment may be requested by the AGENCY on the AGENCY'S Payment Request Form (hereinafter referred to as Payment Request Form), which is the partially completed Request for Payment Form, Attachment III, within the first twenty (20) days of the month of November 2000.
- D. Payment under the terms of this Contract shall be made only in response to a Properly completed Request for Payment Form, accompanied by summaries of the AGENCY'S activities and accomplishments for the preceding period (stated objectives and specific terms to the extent possible), signed by the AGENCY'S Chief Executive Officer or other corporate official bearing legal responsibility, submitted to the COUNTY no later than the twentieth (20th) day of the month, except as noted in Paragraph "E" below. Detailed supporting documentation to the fact that funds paid to the AGENCY by the COUNTY are being utilized by the AGENCY in a manner consistent with the goals, service delivery objectives and service unit volumes set forth in Attachment II and III, shall be maintained by the AGENCY and shall be made available for review upon request by the COUNTY and/or the Audit Services Division of the Clerk of the Circuit Court.
- E. Submission of final payment with appropriate documentation must be received by the COUNTY no later than October 12, 2001 for the end of the COUNTY fiscal year 2000/2001. If final payment request and appropriate documentation are not received by the COUNTY by October 12, 2001 without prior mutual agreement between the COUNTY and the AGENCY, any appropriated COUNTY funds shall remain the COUNTY'S and the COUNTY shall have no further obligation to the AGENCY with respect to such funds.
- F. Where the AGENCY has stated that COUNTY funds will be utilized to match funds received from other sources, the funding provided by the COUNTY will be based on the match percentage required of the actual Federal or State funding received by the AGENCY, and shall be capped per Article 2, Paragraph "A". If the original AGENCY requested amount is funded by the COUNTY, but the AGENCY receives less than anticipated from Federal or State revenues, the AGENCY will repay the COUNTY any funds received by them for match consideration, to the degree COUNTY funds are not matched, or the COUNTY may reduce the funding allocation accordingly within 30 days after being notified by Federal or State agencies. Furthermore, match funding will not be provided on an advance payment system; the AGENCY will be paid after it provided to the COUNTY the subject services and upon completion and delivery of required reports.

Applicable _____ Not Applicable x

- G. The AGENCY shall provide and/or make available during the review process the following documents to the COUNTY (this is not inclusive of all documentation that

may be otherwise required by Federal, State or County Statute, Regulation, Rule or Ordinance:

1. AGENCY, prior to Contract, is to submit year-to-date financial statements regarding the status of Federal or State revenues in order for adjustments in match funding if applicable, or service units to be made, and

The following shall be maintained by the AGENCY and shall be made available for review upon request by the COUNTY and/or Audit Services of the Clerk of Courts.

2. Interagency agreement(s) as described in the AGENCY'S APPLICATION, fostering collaboration and cooperation in seeking alternative funding sources, in the development of services for the citizens of the COUNTY, and/or in ways to reduce administrative overhead costs.
3. Copies of contracts for the purchase of services by the AGENCY on behalf of its clients.
4. Copies of contract(s) under which the AGENCY received funds from third parties.

ARTICLE 3 – PAYMENT REQUEST FORM(S):

Payment Request Form, received from the AGENCY pursuant to this Contract, will be reviewed for authenticity, accuracy, sufficiency of services provided and funds received.

The COUNTY may require, by prior agreement between the COUNTY and AGENCY, reasonable supplemental documentation for the AGENCY to achieve its purpose.

ARTICLE 4 – APPEAL PROCESS

In the event the AGENCY determines that it has a legitimate reason for either the late submission of the Payment Request Form or the lack of sufficient documentation as referred to in Article 3, it may appeal the application of any applied penalty, non-payment and/or termination of the Contract to the St. Johns County Administrator or his/her designated representative for consideration to compromise such penalty.

ARTICLE 5 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract are limited to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 6 - INSURANCE

A. The AGENCY hereby states and affirms that insurance coverage required by the laws of the United States of America and the State of Florida is in place at the time of this Agreement, and will remain so for the term of this Contract, and that the AGENCY will not commence work under this Agreement until it has obtained all insurance required under such laws. The AGENCY agrees to submit documentation of all insurance coverage to the COUNTY or its representatives upon request. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Compliance with the foregoing requirements shall not relieve the AGENCY of its liability and obligations under this Contract.

B. The AGENCY shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence, if applicable.

C. The AGENCY shall maintain during the term of this contract, comprehensive coverage including contractual liability and general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence to protect the AGENCY and the COUNTY from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations are by the AGENCY or by anyone directly employed by or contracting with the AGENCY.

D. The AGENCY shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amount of one hundred thousand dollars (\$100,000.00) per person, three hundred thousand dollars (\$300,000.00) per occurrence combined single limits to protect the AGENCY from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned, or non-owned automobiles, including rented automobiles whether such operations are by the AGENCY or by anyone directly or indirectly employed by the AGENCY.

E. The AGENCY shall maintain, during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law. If the AGENCY is not required to maintain Worker's Compensation Insurance and Employer's Liability Insurance under Florida Law, verification noting this exclusion shall be provided to the COUNTY by the AGENCY'S insurance carrier.

F. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the AGENCY shall specifically include the COUNTY as an

"Additional Insured" except as such coverage is specifically waived in writing by the COUNTY.

G. Failure to comply with the provisions of this Article shall represent cause for termination of this Contract under the provisions of Article 11.

H. The insurance requirement is deemed contractual, and the COUNTY shall not be deemed responsible to any third party for any failure of insurance coverage.

ARTICLE 7 - INDEMNIFICATION

The AGENCY shall indemnify and hold harmless and defend the COUNTY, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the AGENCY, its agents, servants, or employees in the performance of this Contract.

The AGENCY further agrees to indemnify, hold harmless and defend the COUNTY, its officials, agents, servants, and employees from any and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the AGENCY not included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable. The AGENCY also agrees that funds made available pursuant to this Contract shall not be used by the AGENCY for the purpose of initiating, pursuing or defending litigation against the COUNTY.

ARTICLE 8 - WARRANTY/PERSONNEL

The AGENCY warrants that all services shall be performed by skilled and competent personnel in conformance with the accepted professional; and technical standards in the field. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted, certified and/or licensed under Federal, State and local law to perform such services. Where licenses, permits and certifications for the provision of services delivered under this Contract are required by Federal or Florida Statutes or Regulations, documentation of such licenses and certifications shall be presented to the COUNTY upon request. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. Failure to comply with the provisions of this Article shall constitute cause for termination under the provisions of Article 11 of this Contract.

ARTICLE 9 - NON-DISCRIMINATION

The AGENCY warrants and represents that all volunteers, employees, clients, and other participants in the programs services, and activities of the AGENCY are treated equally and without regard to race, color, religion, sex, age, handicap, national origin, veteran's status or marital status, as required by applicable Federal, State and local laws. Failure to comply with the provisions of the Article shall constitute cause for termination under Article 11 of this contract.

ARTICLE 10 – AGENCY'S PROGRAMMATIC AGREEMENTS

The AGENCY further agrees:

- A. To allow COUNTY and/or Audit Services of the Clerk of Courts, to review the AGENCY to assure that the goals, conduct and services as outlined in Attachments I, II and III, are adhered to.
- B. To maintain books, records, documents, and other evidence, which sufficiently and properly reflect all costs of any nature expended in the performance of this Contract.
- C. That all records shall be subject to the Public Records Law, Chapter 119, Florida Statutes.
- D. That the COUNTY shall be promptly reimbursed for any funds which are misused or misspent.
- E. Payments may be authorized only for service units on the Payment Request Form which are in accord with the terms and conditions of the Contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total funds authorized by this Contract. The AGENCY must maintain records documenting the total number of units provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained.
- F. To submit an Annual Audit by an independent Certified Public Accountant for the AGENCY within 180 days of the end of the AGENCY'S fiscal year stated in Section 1 of the AGENCY'S APPLICATION for fiscal year 2000/2001.

Failure to submit completed reports will result in a delay in payment and/or termination of this Contract. The AGENCY shall maintain books, records, documents, and other evidence, which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than five (5) years. Failure to comply with the provision of this Article shall constitute cause for termination under Article 11 of this Contract.

ARTICLE 11- EFFECTIVE TERM/TERMINATION

- A. This Contract shall begin on October 1, 2000.
- B. This Contract shall end on September 30, 2001.
- C. Termination at will: In addition to elsewhere provided, this Contract may be terminated by either party upon no less than a thirty (30) day prior written notice to the other party.

ARTICLE 12 – NOTICES

- A. All notices, Payment Request Forms, REPORTS, and correspondence required by or relating to this Contract shall be sent to the COUNTY at:

St. Johns County
4020 Lewis Speedway
St. Augustine, FL 32095

which shall be the COUNTY'S official address for the purposes of this Contract.

- B. All notices and correspondence pertaining to or relating to the AGENCY shall be sent to the AGENCY at:

St. Johns County Council on Aging, Inc.
11 Old Mission Avenue
St. Augustine, FL 32084

which shall be the AGENCY'S official address.

The parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

C. Official Payee and Representatives (Names, Addresses and Telephone Numbers):

1. The AGENCY name as shown on Page 1 of this Contract and mailing address of the official payee to whom the payment shall be made is:

St. Johns County Council on Aging, Inc.
11 Old Mission Avenue
St. Augustine, FL 32084

2. The provider's name of the contract person and street address where financial and administrative records are maintained is:

Cathy Brown, Executive Director
11 Old Mission Avenue
St. Augustine, FL 32084
(904) 823-4810

3. The name, address and telephone number of the representative of the provider responsible for the administration of the program under this Contract is:

Cathy Brown, Executive Director
St. Johns County Council on Aging, Inc.
11 Old Mission Avenue
St. Augustine, FL 32084
(904) 823-4810

4. The name, address and telephone number of the contract manager for the COUNTY for this Contract is:

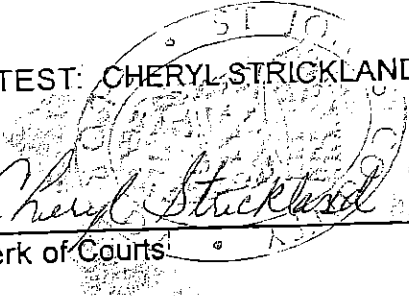
Ben Adams
St. Johns County Board of County
Commissioners
4020 Lewis Speedway
St. Augustine, FL 32095
(904) 823-2400

I have read the above Contract and understand each Section and paragraph.

IN WITNESS WHEREOF, the parties hereto executed this 8 page Contract by their undersigned officials as duly authorized.

ATTEST: CHERYL STRICKLAND, CLERK

ST. JOHNS COUNTY, FLORIDA


Cheryl Strickland 02-09-01
Clerk of Courts Date

[Signature]
by its: County Administrator Date

Witness Date

St. Johns County Council on Aging, Inc.

[Signature] 2-6-01
Witness Date

[Signature]
by its: Executive Director Date