

RESOLUTION 2006 - 135

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN TO EXECUTE AN AMENDED CONTRACT TO PROVIDE SUNSHINE BUS SERVICE BETWEEN ST. JOHNS COUNTY AND COUNCIL ON AGING, INC.

WHEREAS, St. Johns County believes it is in the public interest to provide certain activities to St. Johns County residents through the Council on Aging, Inc.

WHEREAS, the Council on Aging, Inc, is a non-profit organization that provides leadership, advocacy and administrative organization on behalf of all older persons in St. Johns County which foster an independent and high quality of life, public health and recreation, assistance and comfort to the sick and disabled and life-long learning and effective self-management.

WHEREAS, the Council on Aging, Inc. provides Sunshine Bus Company, a public bus system that serves all residents of St. Johns County.

WHEREAS, Resolution 2005-287 was authorized on October 4, 2005 authorizing the Chairman to execute a contract between St. Johns County and Council on Aging, Inc. to provide Sunshine Bus Company service for a period of 12 months.

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

The Chairman is authorized to execute an amended contract between the Board of County Commissioners of St. Johns County, Florida and the Council on Aging, Inc. to provide Sunshine Bus service for a period of 12 months.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 16 day of May, 2006.

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

By: James E. Bryant
JAMES E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

RENDITION DATE 5/19/2006

By: Robin L. Platt
Deputy Clerk

**AMENDED CONTRACT BETWEEN THE ST. JOHNS COUNTY BOARD
OF COUNTY COMMISSIONERS AND ST. JOHNS COUNTY COUNCIL
ON AGING, INC.**

THIS is an AMENDMENT (“Amendment”) to the Contract (“Contract”) between St. Johns County Board of County Commissioners (“Board”), acting on behalf of St. Johns County, Florida (“County”), and the St. Johns County Council on Aging, Inc. (“Provider”), a non-profit corporation existing under the laws of the State of Florida, dated October 7, 2005. This Amendment to the Contract is made and entered into on this _____ day of _____, 2006, by the Board, on behalf of the County, and the Provider.

RECITALS:

WHEREAS, the Board adopted County Resolution 2005-287, which approved the terms of the Contract, and authorized the Chairman of the Board to execute the Contract on behalf of the County; and

WHEREAS, the Board and the Provider entered into the original Contract (attached and incorporated herein) on the 7th day of October, 2005; and

WHEREAS, the Provider has requested accelerated payment of the balance remaining on the Contract authorized by adopted County Resolution 2005-287; and

WHEREAS, the County has reviewed the request of the Provider, and the County has determined that such a request will not negatively impact the material or financial interests of the County; and

WHEREAS, Article V of the Contract requires the Board, and the Provider to enter into an Amendment, in order to revise, replace, and/or amend any of the terms, conditions, provisions, or requirements of the Contract; and

WHEREAS, it is in collective interests of both the County, and the Provider to have this Amendment executed by the Board.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereby agree as follows:

Section 1. The above Recitals are hereby incorporated into the body of this Amendment, and are adopted as Findings of Fact.

Section 2. Article III(A) of the **Contract** is amended, so that the existing language of Article III(A) is replaced with the following:

ARTICLE III. COMPENSATION AND REPORTS

A. Contract Payment

The **County** will make payments to the **Provider** and the **Provider** agrees to accept as full compensation the total amount, not to exceed **\$172,411.00**. As of May 16, 2006, the **County** has paid \$86,205.48 to the **Provider**, leaving a balance remaining of \$86,205.52. The **County** shall pay the balance of \$86,205.52 to the **Provider** no later than **June 15, 2006**.

Section 3. Article III(C) of the **Contract** is amended, so that *Required Reports—Exhibit 1* is deleted.

Section 4. If any word, phrase, sentence, part, subsection, section, or other portion of this **Amendment**, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this **Amendment**, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force, and effect.

Section 5. Excepting the amendments and revisions noted in this **Amendment**, in all other respects, the **Agreement** remains in full force, and effect. As for such amendments and revisions noted in this **Agreement**, such amendments and revisions have been incorporated into the **Agreement**, and shall have full force, and effect.

Section 6. The effective date for this **Amendment** is _____, __, 2006.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the _____ day of _____, 2006.

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

BY: _____
Chair—County Commission

ATTEST: CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

WITNESSES AS TO:

**ST. JOHNS COUNTY COUNCIL
ON AGING, INC.**



President or Executive Director
