

RESOLUTION 2017 - 415

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF CONTRACT EXTENSIONS BETWEEN ST JOHNS COUNTY AND NONPROFIT AGENCIES.

WHEREAS, each year St. Johns County provides funding to nonprofit agencies that provide health, human, or social services to the residents of St. Johns County; and

WHEREAS, the Board of County Commissioners previously approved the nonprofit agencies' contract extensions for a three month term at the request of the Health and Human Services Advisory Council, until an amended contract could be completed in order to enhance the service provisions provided to the residents of St. Johns County; and

WHEREAS, County staff has completed the amended contracts for the remainder of Fiscal Year 2018 for Betty Griffin Center, Emergency Services and Homeless Coalition, and St. Francis House; and

WHEREAS, the attached amended contract template sets forth the terms and conditions of the agreements with each of the nonprofit agencies; and

WHEREAS, the Board of County Commissioners has reviewed the terms, conditions and requirements of the agreements and determined that extending the agreements serves the interests of the citizens of St. Johns County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

Section 1. Incorporation of Recitals.

The above recitals are hereby incorporated into the body of this resolution, and are adopted as findings of fact.

Section 2. Acceptance of Recommendations.

The Board accepts the funding recommendations submitted by the Health and Human Services Advisory Council for Fiscal Year 2017-18.

Section 3. Approval and Authority to Execute.

The Board approves the terms, conditions, and requirements of the amended contract extensions, and hereby authorizes the County Administrator, or his designee, to execute final agreements on behalf of St. Johns County.

Section 4. Correction of Errors.


To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or concept of this resolution, this resolution may be revised without further action by the Board of County Commissioners.

Section 5. Effective Date.

This resolution shall be effective upon its adoption by the Board.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, and this 19 day of Dec, 2017.

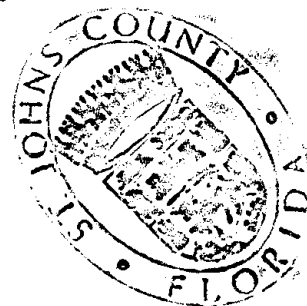
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: 
Henry Dean, Chair

ATTEST: HUNTER S. CONRAD, CLERK

RENDITION DATE 12/21/17

By: 
Deputy Clerk



**CONTRACT EXTENSION AGREEMENT
BETWEEN
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
AND
AGENCY NAME**

THIS CONTRACT EXTENSION AGREEMENT (Extension Agreement) is made this _____ day of _____, _____, between **ST. JOHNS COUNTY**, a political subdivision of the state of Florida (the County), and **AGENCY** (the Provider), whose address is _____, Phone: _____, Fax: _____.

WHEREAS, the County and the Provider entered into an agreement on the _____ day of _____, 201____ (the Original Contract), to provide scope of services to eligible residents of St. Johns County, subject to the terms and conditions contained therein; and

WHEREAS, the term of the Original Contract expired on September 30, 2016; and the original contract agreement was extended for a one year term on September 20, 2016, with an expiration date of September 30, 2017;

WHEREAS, the County and the Provider mutually extended the Original Contract for an additional **three month** term effective October 1, 2017 through December 31, 2017;

WHEREAS, the County and the Provider mutually seek to extend the Original Contract for an additional **nine month** term in the amount of \$ _____ as provided herein and to include an amendment regarding the Provider's duties during a declared state of emergency.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the County and the Provider agree as follows:

1. Term Extension. This Extension Agreement shall be effective beginning on January 1, 2018, and ending on September 30, 2018, unless earlier suspended or terminated in accordance with the terms and conditions of the Original Contract. It is expressly noted that the County's performance of this Extension Agreement is subject to an annual appropriation of funds by the St. Johns County Board of Commissioners.
2. State of Emergency. In the event of a declaration of a local state of emergency in which the County finds it necessary to activate its Comprehensive Emergency Management Plan (CEMP), the Provider, as a local agency that provides services to residents of the community who are unhoused or at risk of becoming unhoused, will support the County's emergency response activities by providing staff or trained volunteer support on site at any emergency shelter opened by the County in response to the emergency upon request by the County's Health and Human Services Department or St. Johns County Emergency Management. The Provider will support the community response to the declaration of emergency by ensuring that its staff or trained volunteers are available to assist emergency shelter staff in meeting the special needs of this population. Such assistance shall include, but is not limited to:
 - a. Working with the County's Emergency Operations Center and St. Johns County School District in set-up of emergency shelters to determine what the community's needs are and how best to meet those needs;
 - b. Remaining at the shelter overnight during the storm event; and
 - c. Upon demobilization of the emergency shelters, working in partnership with the Continuum of Care, County Health and Human Services Department and the Long Term Recovery team to help address the needs of those residents remaining at the Post Impact Shelter, which may include housing.
3. Permits and Licenses. To the extent that the Provider is required to secure or maintain any requisite permits, licenses or approvals necessary to perform the Scope of Services, the Provider, at the Provider's sole cost and expense, shall be responsible for securing/maintaining, any and all such permits, licenses, or approvals in accordance with Local, State and/or Federal law, rule, regulation, statute, or ordinance for the duration of this Extension Agreement.

4. Access to Records. The access to, disclosure/non-disclosure, exemption and cost of reproduction of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted or hindered by placing the public records in the possession of a third or unaffiliated party.
5. Review of Records. As a condition precedent to entering into this Extension Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Provider authorizes the County to examine, review, inspect, and audit its books and records in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Extension Agreement. It is specifically noted that the Provider is under no duty to provide access to documentation that is not related to this Extension Agreement or that is otherwise protected by Local, State, or Federal law.
6. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Extension Agreement, 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, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Extension Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
7. Governing Law and Venue. This Extension Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Extension Agreement shall be in St. Johns County, Florida.
8. Effect of this Agreement. With the exception of the amendments and revisions noted in this Extension Agreement, in all other respects, the Original Contract shall remain in full force and effect. As for such amendments and revisions noted in this Extension Agreement, such amendments and revisions, have been incorporated in to the Original Contract, and shall have full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement.

PROVIDER

COUNTY

By: _____

By: _____

(Signature of authorized officer)

(Signature of authorized officer)

Title

Title

Date

Date