

RESOLUTION NO. 2018- 91

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND ALIA AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, St. Johns County is providing funding to ALIA to perform Trauma Informed Training to SJC Community Based Care (CBC) staff; and,

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

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

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

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Agreement between the St. Johns County, Florida, and ALIA and authorizes the County Administrator to execute the Agreement on behalf of the County.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised, without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20 day of March, 2018.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

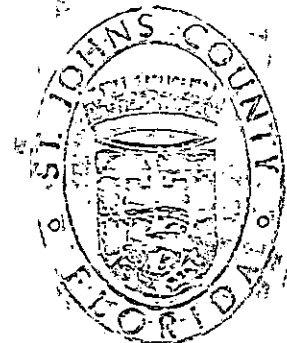
Attest: Hunter S. Conrad, Clerk

Pam Halterman
Deputy Clerk

By:

Henry Dean
Henry Dean, Chair

RENDITION DATE 3/22/18





CONTRACT FOR CONSULTING, TRAINING, AND TECHNICAL ASSISTANCE SERVICES

This Consulting Agreement (the "Agreement") is to be effective as of February 20, 2018 (the "Effective Date"), by and between Alia ("Alia"), a Minnesota Non-Profit Corporation, and St. John's County (the "Hosting Organization").

In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article 1 DEFINITIONS

1.1 **Definitions.** The terms defined in the preamble have their assigned meanings, and each of the following terms has the meaning assigned to it.

"Agreement" – shall refer to this agreement and any currently identified attachments, addendums, tables, or other related items.

"Alia" – see above in preamble.

"Hosting Organization" – see above in preamble.

"Effective Date" – see above in preamble.

"Term" – as defined in Article 3.

Article 2 RECITALS

2.1 **Previous Agreements.** Alia and the Hosting Organization hereby set forth the terms and conditions in a written contract which will supersede all prior agreements between the parties, whether oral or written.

2.2 **Contractual Restrictions.** The Hosting Organization warrants and represents that it is not restricted or prohibited, contractually or otherwise, from entering into and performing each of the terms and conditions contained in this Agreement. The Hosting Organization further warrants and represents that the execution and performance of this Agreement will not violate or breach any agreements between the Hosting Organization and any other person or entity.

Article 3 TERM

3.1 **Start Date.** This Agreement shall begin March 1, 2018.

3.2 **End Date.** Excluding any violation of the terms of this Agreement, this Agreement shall expire upon completion of training no later than July 31, 2018.

3.3 **Renewal.** This Agreement shall not be renewed.

Article 4 FEES

4.1 **Consulting.** The Hosting Organization shall pay Alia \$10,000 plus actual travel costs.

4.2 **Travel.** Consistent with the requirements of Section 112.061, Florida Statutes, the Hosting Organization shall pay actual travel expenses for participating Alia staff members including airfare, hotel, and required ground transportation, and a stipend of \$30 per day for any meals during travel dates not provided by the Hosting Organization.

4.3 **Invoice.** Alia shall provide an invoice for fees and expenses at the conclusion of the contract.

4.4 **Timeframe.** Upon receipt of the invoice in §4.3, the Hosting Organization shall submit a payment either via direct debit, mailed check, wire transfer within 30 days of receipt to: Alia, 2233 University Avenue Suite 325, St. Paul, MN 55114. Checks shall be made payable to "Alia."

- (a) If payment is mailed, it shall be sent via United States Postal Service Certified Mail, FedEx, or UPS. All three shall have a tracking number that shall be provided upon request.

Article 5 SERVICES TO BE PROVIDED BY ALIA

5.1 **Statement of Work.** All services to be provided by Alia are two days on-site training (9:00am – 4:00 pm) on Friday and Saturday with exact dates and agenda to be mutually agreed upon by both parties.

Article 6 SERVICES TO BE PROVIDED BY THE HOSTING ORGANIZATION

6.1 **Media and Resources.** The Hosting Organization shall provide materials as follows:

- (a) The Hosting Organization shall prepare and provide copies of all required handout materials as determined by Alia prior to the event.
- (b) Alia shall give the Hosting Organization as much time as practicably possible when determining which materials are needed.
- (c) The Hosting Organization shall notify Alia if it intends to distribute PowerPoint slides and additional, non-activity related materials electronically.
- (d) Upon a reasonable request from the Hosting Organization and entirely within the sole discretion of Alia, Alia may provide copies of presentations and materials.
 - (i) These presentations and materials may only be distributed and circulated internally within the Hosting Organization and the participants in any training sessions related to these materials.
 - (ii) The content shall not be altered or repurposed in any way without prior written consent from Alia including, but not limited to, videotapings, audio recordings, and Adobe Acrobat manipulation.

Article 7 INVENTIONS

7.1 **Intellectual Property.** All inventions, including, but not limited to, intellectual property and patents, made during all phases of this Agreement including, but not limited to, the preparation, implementation, and processing of this Agreement, by the Hosting Organization as a result of, related to, or a successor to this Agreement, shall be the sole property of Alia.

- (a) Alia has sole authority and discretion on who or what entity may use this intellectual property.

- (b) For this Agreement, Alia grants the Hosting Organization a nonexclusive, worldwide, royalty-free, right of use, and license for any intellectual property created as a result of, related to, or a successor of this Agreement.

Article 8 CONFIDENTIALITY

8.1 **Use of Confidential Information.** The Hosting Organization recognizes and acknowledges that, by virtue of entering into this Agreement, Alia may have access to certain information of the Hosting Organization and its clients that is confidential and constitutes valuable, special, and unique property of the Hosting Organization. Alia will not at any time, either during or subsequent to the term of this Agreement, use, copy, permit to be copied, or disclose to others any of the Hosting Organization's confidential information without the Hosting Organization's express written consent.

- (a) The Hosting Organization acknowledges that an exception may occur if the duties and requirements to perform this Agreement require Alia to disclose this information. As a result, Alia shall work in every way practicable to keep any and all disclosure of this information to a minimum.

8.2 **HIPAA.** Alia shall abide by all laws and regulations governing confidentiality, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA).

Article 9 INDEMINFICATION

~~9.1 **Hold Harmless.** The Hosting Organization shall indemnify and hold Alia harmless from any claims, actions, and liabilities (including torts) arising from any breach of this Agreement by the Hosting Organization, or otherwise arising in connection with Alia's performance of the Agreement, unless and only if caused by the gross negligence of an employee or agent of Alia.~~

~~9.2 **Legal Defense.** The Hosting Organization agrees to defend itself and to full cooperation with the defense of Alia related to any claims arising from this Agreement from a breach by the Hosting Organization. The Hosting Organization shall pay for any court costs, attorneys' fees, and any liability incurred by Alia as a result of a breach of this Agreement.~~

Article 10 INSURANCE

10.1 The Hosting Organization agrees that in order to protect itself, as well as Alia under the indemnity provisions set forth in this Agreement, the Hosting Organization will at all times during the terms of this Agreement keep in force a liability insurance policy issued by a company authorized to do business in the Florida. The types of coverage and minimum amounts shall be as follows:

- (a) Commercial General Liability: minimum amount \$1,000,000
- (b) Auto Liability (if applicable): minimum amount \$1,000,000

Upon request, the Hosting Organization will furnish Alia with a Certificate of Insurance verifying the existence of such insurance.

Article 11 CANCELLATION AND INCLEMENT WEATHER POLICY

11.1 **Inclement Weather.** If scheduled on-site days are cancelled due to weather,

- (a) If travel has occurred, the Hosting Organization shall pay all travel expenses as designated in Article 4 (see above) and the Hosting Organization shall pay 50% of the consulting fees.

- (b) If travel has not occurred, any non-refundable costs shall be paid and both parties will make every effort practicable to reschedule the cancelled days for another date agreed upon by both parties.

Article 12 GENERAL PROVISIONS

12.1 Headings. Headings of the Sections in this Agreement are for reference purposes only and do not have any substantive effect.

12.2 Force Majeure. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, power outages, and governmental restrictions.

12.3 Severability. If a court holds any provision of this Agreement illegal or unenforceable, the remaining provisions remain legal and enforceable if the essential business and legal provisions are legal and enforceable.

12.4 Merger. This Agreement and the attached addendums contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements, and understandings.

12.5 Governing Law. Florida law governs all matters relating to this Agreement, including torts.

12.6 Assignment and Delegation. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, of which consent shall not be unreasonably withheld or delayed. Any such assignment or delegation will be void.

12.7 Amendments. This Agreement shall not be amended except by written agreement of the parties.

To evidence the parties' agreement to this Agreement, they have executed and delivered it on the date stated in the preamble.

ST. JOHN'S COUNTY, FLORIDA

ALIA

Printed: _____

Amelia Franck Meyer, CEO

Signed: _____

Date: _____

Date: _____

Addendum for Service Agreement

Public Records (This must be added to all contracts per Florida Law(caps)

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption 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), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

C. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us

Insurance

SERVICE PROVIDER shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. SERVICE PROVIDER shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate SERVICE PROVIDER has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve SERVICE PROVIDER of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

SERVICE PROVIDER shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect SERVICE PROVIDER from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by SERVICE PROVIDER or by anyone directly employed by or contracting with SERVICE PROVIDER.

SERVICE PROVIDER shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

SERVICE PROVIDER shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.