

RESOLUTION NO. 2018- 177

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 FAMILY SUPPORT SERVICES OF NORTH FLORIDA, INC. AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, Family Support Services of North Florida (FSSNF) is a non-profit organization established to perform the role of Lead Agency in providing certain child protection services previously performed by the Department of Children and Families (DCF), including adoption recruitment services in St. Johns and surrounding Counties; and

WHEREAS, the Heart Gallery of North Florida was developed by FSSNF with coordinated efforts from community-based care partners, volunteer photographers and corporate supporters, to raise awareness about adoption through foster care and place foster children in permanent homes; 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 Family Support Services of North Florida, Inc. and authorizes the Chair of the Board of County Commissioners 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 19 day of June 2018.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest: Hunter Conrad

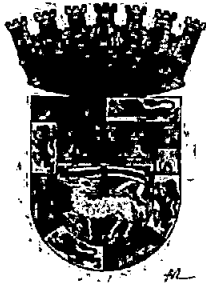
Pem Halterman  
Deputy Clerk

By:

Henry Dean  
Henry Dean, Chair

RENDITION DATE 6/22/18





**CONTRACT AGREEMENT  
FOR  
ADOPTION RECRUITMENT SERVICES  
(Family Integrity Program)**

This Agreement made on 1<sup>st</sup> day of July, 2018, shall be the complete and binding agreement between St. Johns County, a political subdivision of the State of Florida ("County"), with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084, and Family Support Services of North Florida, Inc., a Florida not-for-profit corporation ("FSSNF"), with offices located at 1300 Riverplace Blvd., Suite 700, Jacksonville, FL 32207.

**WHEREAS**, Family Support Services of North Florida (FSSNF) is a non-profit organization established to perform the role of Lead Agency in providing certain child protection services previously performed by the Department of Children and Families (DCF), including adoption recruitment services in St. Johns and surrounding Counties; and

**WHEREAS**, the Heart Gallery of North Florida was developed by FSSNF with coordinated efforts from community-based care partners, volunteer photographers and corporate supporters, to raise awareness about adoption through foster care and place foster children in permanent homes.

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

1. **Scope of Services.** FSSNF shall provide to the County adoption recruitment services in conjunction with the Heart Gallery of North Florida and video recruitment in accordance with terms and conditions contained in this Agreement and as specifically detailed in Exhibit A, attached hereto and incorporated herein.
2. **Term.** This Agreement shall commence on July 1, 2018 ("Effective Date"), and shall continue through and until 11:59 p.m., Eastern Standard Time, on June 30, 2019 ("Expiration Date"). This Agreement may be extended for a period of twelve (12) months ("Renewed Term"), subject to the same provisions and conditions contained herein, upon mutual written agreement of each of the parties hereto. This Agreement may be extended for up to three (3) Renewed Terms.
3. **Compensation.** In exchange for FSSNF's satisfactory performance of the Scope of Services, the County shall pay as compensation two hundred fifty dollars (\$250.00) per service, per Eligible Consumer. It is strictly understood that FSSNF is not entitled to the above-reference amount of compensation. Rather, FSSNF's compensation is based upon FSSNF's adhering to the Scope of Services detailed in this Agreement. As such, FSSNF's compensation is dependent upon satisfactory completion and delivery of all services and deliverables noted in this Agreement. For purposes of this Agreement, "Eligible Consumer" means a child in foster care referred to FSSNF by the County for adoption recruitment services.

4. **Billing, Invoicing and Payment Schedule.** To the extent that FSSNF is not in violation of any material aspect of this Agreement, and has not received notice of termination of this Agreement from the County, then FSSNF will bill/invoice the County monthly by no later than the 5th day of each month following the Effective Date for Services completed. Unless otherwise notified, bills/invoices shall be delivered to: Raechel Meeks, Finance and Contract Manager, rmeeks@sjcfl.us. Upon receipt and verification of FSSNF bill/invoice, the County shall process the bill/invoice, and forward payment to FSSNF within fifteen (15) days of verification.

5. **Acceptance of Final Payment.** Acceptance of the final payment by FSSNF under this Agreement shall constitute a release of all claims against the County arising from, or by reason of, this Agreement.

6. **County Point of Contact.** Upon request, FSSNF shall account to the County for the time it has spent in performance of the Scope of Services described herein and shall maintain contact with Raechel Meeks, Finance and Contract Manager, rmeeks@sjcfl.us who will serve as a representative of the County, by telephone, fax, mail, and/or e-mail to inform the County of developments regarding the Services described herein and respond to said representative's comments and questions in a prompt and appropriate manner.

7. **Termination.** This Agreement may be terminated upon either the County or FSSNF providing at least thirty (30) days advance written notice to the other party of such notice of termination. Such written notification shall indicate that either the County or FSSNF intends to terminate this Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Consistent with other provisions of this Agreement, FSSNF shall be compensated for any Services performed under this Agreement and that are performed up to the termination of this Agreement.

8. **Appropriation of Funds.** FSSNF acknowledges that the County's obligations under this agreement are contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this agreement shall not exceed the amount appropriated in the County's budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this contract during any given fiscal year.

9. **Indemnification.** FSSNF shall indemnify, defend and hold harmless the County, and its officers and employees from any and all liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent, reckless, intentional or unintentional act of FSSNF and other persons employed or utilized by FSSNF in performance of this Agreement. Subject to, and within the limitations provided in, Section 768.28, Florida Statutes, the County shall indemnify, defend, and hold harmless FSSNF, its officers, and its employees from any and all liabilities, damages, losses, and costs including, but not limited to,

reasonable attorneys' fees, to the extent caused by the negligent, reckless, intentional, or unintentional act of the County, or other persons employed by the County in performance of this Agreement. The foregoing indemnity shall not operate as a waiver of the County's sovereign immunity.

10. **Public Records.** 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.

a. In accordance with Florida law, to the extent that FSSNF's performance under this Contract constitutes an act on behalf of the County, FSSNF shall comply with all requirements of Florida's public records law. Specifically, if FSSNF is expressly authorized, and acts on behalf of the County under this Agreement, FSSNF 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 FSSNF 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 FSSNF or keep and maintain public records required by the County to perform the Services.

b. If FSSNF transfers all public records to the County upon completion of this Agreement, FSSNF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FSSNF keeps and maintains public records upon completion of this Agreement, FSSNF 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.

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

**IF FSSNF 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:**

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
[publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

11. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
12. **Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this 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 Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
13. **Permits and Licenses.** To the extent that FSSNF needs to secure, obtain/acquire, and maintain permits, certificates, authorizations, and/or licenses, in order to perform the Scope of Services noted in this Agreement, then FSSNF shall be responsible (at FSSNF's sole expense) for securing, obtaining/acquiring, and maintaining any, and all, permits, certificates, authorizations, and/or licenses required by Federal, State, and/or County law, rule, regulation, or ordinance.
14. **Amendments to this Agreement.** Both the County and FSSNF acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and FSSNF acknowledge that any change, amendment, modification, revision, or extension of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County and FSSNF.
15. **Assignment.** In light of the scope and rationale for this Agreement, neither the County nor FSSNF may assign, transfer, or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of the other party. Should either the County or FSSNF assign, transfer, or sell any of the rights of this Agreement, without such prior written approval of the other party, then such action on the part of either the County or FSSNF shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.
16. **Independent Contractor Relationship.** FSSNF is, and shall be, in the performance of all work, services, and activities under this Agreement, an independent contractor, and not an

employee, agent, official, or servant of the County. As such, neither FSSNF, nor any employees, agents, officials, servants, nor affiliate of FSSNF, are eligible for any benefits afforded employees or officials of the County. FSSNF shall exercise control over the means and manner in which FSSNF, and FSSNF's employees, perform the Services forth in this Agreement. FSSNF does not have the power or the authority to bind (legally or equitably, in any manner whatsoever the County, in any promise, agreement, or representation, other than as specifically provided for in this Agreement.

17. **No Third Party Beneficiaries.** Both the County, and FSSNF explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person and/or entity.

**18. Insurance**

FSSNF 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. FSSNF shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate FSSNF 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 FSSNF 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

- a. FSSNF 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 FSSNF 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 FSSNF or by anyone directly employed by or contracting with FSSNF.
- b. FSSNF shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.
- c. FSSNF shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect FSSNF from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by FSSNF or by anyone directly or indirectly employed by FSSNF.

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

19. **Captions.** The captions and headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any Articles or Sections of this Agreement.

20. **Authority to Execute.** Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

21. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the day and year written above.

**County**  
 By: \_\_\_\_\_  
 Signature

**FSSNF**  
 By: \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 Printed Name & Title

\_\_\_\_\_  
 Date of Execution

\_\_\_\_\_  
 Date of Execution

## Exhibit A

### Scope of Services:

#### A. FSSNF Responsibilities:

1. FSSNF shall provide the following services for the Heart Gallery website:
  - a. Coordination of child's page to include the upload of photo and biography to the Heart Gallery website.
  - b. Remove a child's page from the website as needed.

#### B. Family Integrity Program Responsibilities:

1. Provide high definition quality photographs of children to FSSNF for Heart Gallery upload.
2. Provide FSSNF a suitable short biography of child to be uploaded with photo.
3. Provide FSSNF twenty (24) hours notice when a child's page needs to be removed from the Heart Gallery website.