

RESOLUTION NO. 2019-211

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN CONTRACT EXTENSION AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND DEVEREUX FLORIDA TREATMENT NETWORK AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, Community Based Care (CBC) is requesting the Board approval to execute the Contract Extension Agreement between St. Johns County (the County), on behalf of the St. Johns Community Based Care Family Integrity Program and Devereux Florida Treatment Network to provider eligible St. Johns County families with the Family Builders Safety Services Program.; and

WHEREAS, The Family Builders Safety Services Program provides intensive short-term safety service interventions and safety services as identified by the Department. The services are strength-based and focused on the five safety categories, which are aimed at restoring families who are in crisis or have present or impending danger identified. Services are designed to stabilize the crisis, which put children at risk for out-of-home placement, and keep the child, family and community safe by defusing the ongoing risk and safety factors.; 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:

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 approves the terms, provisions, conditions, and requirements of the Contract Extension Agreement between the County and Devereux Florida Treatment Network for the Family Builders Treatment Program and authorizes the County Administrator, or his designee, to execute an agreement substantially in the same form as the attached Agreement on behalf of the County.

Section 3. To the extent that there are typographical or administrative errors 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 18 day of June, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Watterman
Deputy Clerk

RENDITION DATE 6/20/19



**CONTRACT EXTENSION AGREEMENT
BETWEEN
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
AND
DEVEREUX FLORIDA TREATMENT NETWORK**

THIS CONTRACT EXTENSION AGREEMENT ("Agreement") is made this _____ day of _____, 2019, by and between **ST. JOHNS COUNTY, FL**, by and through its Board of County Commissioners, hereinafter called the "COUNTY", and **Devereux Florida Treatment Network**, whose address is 5850 T.G. Lee Blvd., Suite 400, Orlando, FL 32822, herein after referred to as "PROVIDER".

WHEREAS, the COUNTY and PROVIDER entered into an agreement on the 27 day of February, 2019 ("Original Contract"), to provide eligible St. Johns County residents with the Family Builders Safety Services Program, subject to the terms and conditions contained therein; and

WHEREAS, the Term of the Original Contract agreement expires on June 30, 2019; and

WHEREAS, the COUNTY and PROVIDER mutually seek to amend the Original Contract to extend the Term as provided herein.

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

1. **Term Extension.** This Agreement shall be effective beginning on July 01, 2019, and ending at 11:59 pm (EST) on June 30, 2020, unless earlier suspended or terminated in accordance with the terms and conditions of the Original Contract Agreement. It is expressly noted that the COUNTY's performance of this Agreement is subject to an annual appropriation of funds by the St. Johns County Board of Commissioners.
2. **Permits and Licenses.** To the extent that PROVIDER is required to secure/maintain any requisite permits, licenses and/or approvals necessary to perform the Scope of Services, then PROVIDER, at PROVIDER's sole cost and expense, shall be responsible for securing/maintaining, any and all, such permits, licenses, and/or approvals in accordance with Local, State and/or Federal law, rule, regulation, statute, or ordinance for the duration of this Agreement.
3. **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.
4. **Review of Records.** As a condition precedent to entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, PROVIDER hereby authorizes the COUNTY to examine, review, inspect, and/or 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 Agreement. It is specifically noted that the CONSULTANT is under no duty to provide access to documentation not related to this Agreement, and/or is otherwise protected by Local, State, or Federal law.
5. **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.
6. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

7. Effect of this Agreement. With the exception of the amendments and revisions noted in this Agreement, in all other respects, the Original Contract shall remain in full force and effect. As for such amendments and revisions noted in this 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