

RESOLUTION NO. 2023-495

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE FIRST AMENDMENT TO THE CONTRACT BETWEEN ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE DEVEREUX FOUNDATION, INC. TO MAKE MINOR LANGUAGE MODIFICATIONS.

WHEREAS, St. Johns County Board of County Commissioners, on behalf of St. Johns County Community Based Care Family Integrity Program, entered into that certain Contract with The Devereaux Foundation, Inc. (“Devereaux”) for Devereux to provide safety service intervention to eligible St. Johns County families identified by Florida Department of Children and Families (DCF) through the Family Builders Safety Service Program, as more particularly described in the Contract (Resolution 2023-188); and

WHEREAS, DCF has requested an amendment to the Contract to include DCF within the section related to intellectual property; and

WHEREAS, pursuant to the terms and conditions of the Contract, the Contract may be amended provided such modifications are reduced to writing and duly signed by both parties; and

WHEREAS, the County has determined that amending the Contract 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.

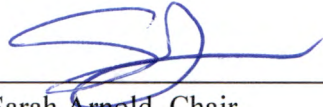
Section 2. The Board of County Commissioners hereby approves and authorizes the County Administrator, or designee, to execute and deliver the First Amendment to the Contract between St. Johns County Board of County Commissioners and The Devereaux Foundation, Inc., in substantially the same form as attached hereto, 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 5th day of December, 2023.

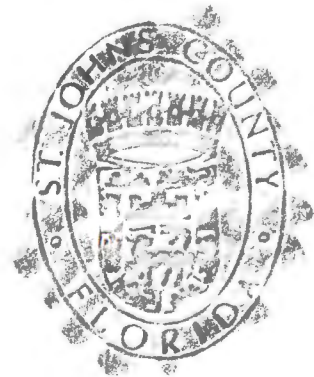
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Rendition Date: DEC 07 2023

By: 
Sarah Arnold, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

By: 
Deputy Clerk



**FIRST AMENDMENT TO THE CONTRACT BETWEEN
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE DEVEREUX FOUNDATION, INC.**

This **FIRST AMENDMENT** to the Contract between St. Johns County Board of County Commissioners and The Devereux Foundation, Inc. (“Amendment”) is made and entered into this _____ day of _____, 2023 by and between St. Johns County Board of County Commissioners (“County”), a political subdivision of the state of Florida, and The Devereux Foundation, Inc., a Florida not-for-profit corporation (“Devereux”). County and Devereux are sometimes referred herein each as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, on July 1, 2023, County, on behalf of St. Johns County Community Based Care Family Integrity Program, and Devereux entered into that certain Contract for Devereux to provide safety service intervention to eligible St. Johns County families identified by Florida Department of Children and Families (DCF) through the Family Builders Safety Service Program, as more particularly described in the Contract (Resolution 2023-188); and

WHEREAS, DCF has requested an amendment to the Contract to include DCF within the section related to intellectual property; and

WHEREAS, paragraph numbered 43 of the Contract allows the Contract to be amended provided such modifications are reduced to writing and duly signed by both Parties.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals as set forth above are agreed to be true and correct and incorporated herein by reference.

2. Amendment. The language of the Contract is amended and modified by inserting the underlined language as follows:

18. Intellectual Property: All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider’s performance under this Contract, and the performance of all of its officers, agents, and subcontractors in relation to this Contract, are works for hire for the benefit of SJC and the Department, fully compensated for by the Contract amount. Neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that SJC and the Department shall have

exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

a. If the Provider uses or delivers to SJC or the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by SJC and the Department its employees, agents, or contractors during the term of this Contract and perpetually thereafter.

b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. ~~Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but SJC shall retain a perpetual, fully paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products for State of Florida purposes.~~

3. Severability. 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, 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.

4. Effectiveness; Ratification of the Contract. Except as expressly provided in this Amendment, all terms, conditions, and provisions of the Contract remain unchanged and shall remain in full force and effect.

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

THE DEVEREAUX FOUNDATION, INC.

ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: Brandon Patty,
Clerk of Circuit Court and Comptroller

By: _____
Deputy Clerk

Date: _____