

RESOLUTION NO. 2023-496

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE SECOND AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY AND NATIONAL YOUTH ADVOCATE PROGRAM, 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 between St. Johns County, Florida (“County”) and National Youth Advocate Program, Inc. (NYAP) for NYAP to provide enhanced foster care programs to St. Johns County children and families, as more particularly described in the Contract (Resolution 2022-474); and

WHEREAS, on May 8, 2023, County and NYAP entered into the First Amendment to the Contract to exercise the first of two one-year auto renewals; and

WHEREAS, the County is the contracted lead agency of Florida Department of Children and Families (DCF) to provide children’s welfare services to youth in St. Johns County, Florida; and

WHEREAS, DCF has requested an amendment to the Contract to make minor language modifications; 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:

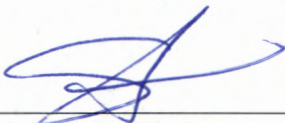
Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the Second Amendment to the Contract between St. Johns County and National Youth Advocate Program, Inc. in substantially the same form as attached hereto, and authorizes the County Administrator, or designee, to execute the amendment 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.

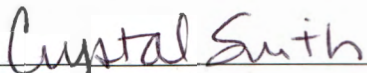
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5th day of December, 2023.

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

By: 
Sarah Arnold, Chair

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

Rendition Date: DEC 07 2023

By: 
Deputy Clerk



**SECOND AMENDMENT TO THE CONTRACT BETWEEN
ST. JOHNS COUNTY, FLORIDA AND NATIONAL
YOUTH ADVOCATE PROGRAM, INC.**

This **SECOND AMENDMENT TO THE CONTRACT BETWEEN ST. JOHNS COUNTY, FLORIDA AND NATIONAL YOUTH ADVOCATE PROGRAM, INC.** (“Amendment”) is made and entered into this day of _____, 2023 (“Effective Date”) by and between St. Johns County, Florida (“County”), a political subdivision of the state of Florida, and National Youth Advocate Program, Inc. (NYAP), a Florida not-for-profit corporation. County and NYAP are sometimes referred herein each as “Party” or collectively as “Parties.”

WHEREAS, on February 1, 2023, County and NYAP entered into that certain Contract for NYAP to provide enhanced foster care programs to St. Johns County children and families referred to St. Johns County by the Department of Children Families, subject to the terms and conditions contained therein (“Contract”) (Resolution 2022-474); and

WHEREAS, on May 8, 2023, County and NYAP entered into the First Amendment to the Contract to exercise the first of two automatic renewals, thereby extending the termination date of the Contract to June 30, 2024; and

WHEREAS, section 7.5 of the Contract provides that modifications of the provisions of the Contract shall be reduced to writing and signed by both Parties to be valid; and

WHEREAS, County and NYAP desire to amend the Contract to make certain modifications as requested by DCF.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and NYAP 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.** Commencing on the Effective Date stated above, section 4.17 is added to the Contract as follows:

4.17 Requirements of Section 287.058, Florida Statutes (F.S.): The Provider shall provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of SJC. The Provider shall submit bills for fees and other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit; where itemized payment for expenses are permitted in this contract, submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this contract. The provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S., and as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this contract except that public records which are made confidential by law and must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which SJC may unilaterally terminate the contract. Unless otherwise provided in the procurement document, if any, or governing law, SJC reserves the right to add services that are incidental or complimentary to the original scope of services.

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. Governing Law and Venue. This Amendment shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Amendment shall be in St. Johns County, Florida.

5. 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. This Amendment does not invalidate any portion of the Contract, nor does it relieve or release either Party from its obligations under the Contract.

6. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto, their respective legal representatives, successors in title and assigns.

IN WITNESS WHEREOF, the Parties here to have executed this Amendment effective as of the Effective Date set forth above.

**NATIONAL YOUTH ADVOCATE
PROGRAM, INC.**

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____