

RESOLUTION NO. 2024- 263

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HER DESIGNEE, TO EXECUTE AND DELIVER THAT CERTAIN THIRD AMENDMENT TO THE CONTRACT BETWEEN ST. JOHNS COUNTY AND NATIONAL YOUTH ADVOCATE PROGRAM, INC. EXTENDING THE TERM OF THE CONTRACT FOR ONE (1) ADDITIONAL YEAR COMMENCING ON JULY 1, 2024, MODIFYING CERTAIN MANNER OF SERVICE PROVISIONS, AND REDUCING THE YEARLY NOT TO EXCEED AMOUNT OF THE CONTRACT.

WHEREAS, St. Johns County (“County”) and National Youth Advocate Program, Inc. (NYAP) entered into that certain Contract dated January 16, 2023 (Resolution 2022-47), as amended by that certain First Amendment dated May 8, 2023, and as further amended by that certain Second Amendment dated January 16, 2024 (Resolution 2023-496) (collectively the “Contract”) to provide enhanced foster care programs to St. Johns County children and families; and

WHEREAS, the Contract established the initial term for a one (1) year period from February 1, 2023 through June 30, 2023 and allowed for renewal of the Contract for two one (1) year terms subject to satisfactory performance evaluations and the availability of funds; and

WHEREAS, the Contract was amended to establish the first renewal term, July 1, 2023 through June 30, 2024 (First Amendment), and to make minor modifications to the terms and conditions (Second Amendment); and

WHEREAS, the County and NYAP desire to enter into this Third Amendment to establish the second renewal term, July 1, 2024 through June 30, 2025, and to modify certain manner of service provisions, and reduce the not to exceed amount of the Contract;

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, 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.

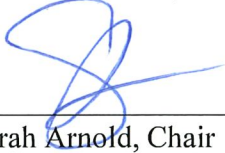
Section 2. There is hereby approved, and the County Administrator, or her designee, is hereby authorized to execute and deliver, that certain Third Amendment to Contract between the County and NYAP in substantially the same form as attached hereto. The Amendment is to extend the term of the Contact for one (1) additional year commencing on July 1, 2024, modify certain manner of service provisions, and reduce the not to exceed amount of the Contract for the second renewal term from \$454,729 to \$381,375.

Section 3. To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

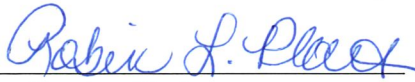
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of June, 2024.

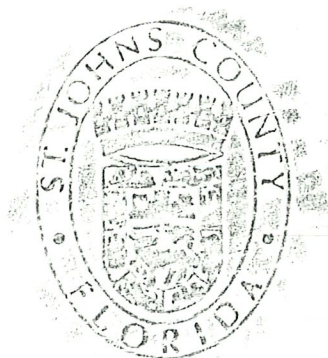
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Rendition Date JUN 21 2024

By: 
Sarah Arnold, Chair

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

By: 
Deputy Clerk



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

THIS THIRD AMENDMENT TO THE CONTRACT (“Amendment”) is made and entered into this ___ day of June, 2024 by and between St. Johns County, Florida (“County”), a political subdivision of the state of Florida, and National Youth Advocate Program, Inc, a Florida not-for-profit corporation. County and National Youth Advocate Program, Inc. are sometimes referred herein each as “Party” or collectively as “Parties.”

WHEREAS, on February 1, 2023, County and National Youth Advocate Program, Inc. entered into a Contract for National Youth Advocate Program, Inc. 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 (Resolution 2022-474); and

WHEREAS, the Contract established the initial term for a one (1) year period from February 1, 2023 through June 30, 2023 and allowed for renewal of the Contract for two one (1) year terms subject to satisfactory performance evaluations and the availability of funds; and

WHEREAS, the Contract was amended to establish the first renewal term, July 1, 2023 through June 30, 2024 (First Amendment), and to make minor modifications to the terms and conditions (Second Amendment); and

WHEREAS, the County and National Youth Advocate Program, Inc. desire to enter into this Third Amendment to establish the second renewal term, July 1, 2024 through June 30, 2025, and to modify certain terms and conditions of the Contract.

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. Extension. The second Renewal Term shall commence on July 1, 2024 (“Effective Date”), and shall continue through and until 11:59 p.m., Eastern Standard Time, on June 30, 2025 (“Expiation Date”).
3. Amendments. Commencing on the Effective Date of the second Renewal Term, Attachment I, Section B. Manner of Service Provision and Section C. Method of Payment are amended and revised by inserting the underlined language and removing the strikethrough language as follows:

* * *

Attachment I

B. Manner of Service Provision

1. Service Tasks

* * *

c. Task List-Enhanced Foster Care

* * *

(13) Comply with 65C-17 F.A.C. regarding Master Trust fund withdrawal and allowance requirements as well as:

- (a) Communicating to the SJC Business Manager and/or the child's Dependency Case Manager the child's needs within three (3) business days from notification of receipt of child's allowance.
- (b) Responding to the SJC Business Manager and/or child's Dependency Case Manager requests for information regarding Master Trust purchases and allowances within three (3) business days.
- (c) Ensuring completion of the Allowance Verification Form (Exhibit J) by the child either in the presence of the Case Manager or via DocuSign within eight (8) business days of receipt of allowance funds and return of form to SJC Business Manager
- (d) In the event that the child cannot sign the Allowance Verification Form for themselves, the Allowance Verification form must be signed by the caregiver either in the presence of the Case Manager or via DocuSign within eight (8) business days of receipt of items purchased with allowance funds and returned to SJC Business Manager
- (e) In the event that SJC notifies the provider that there is required spending for the child's Master Trust accounts, the provider will promptly communicate items to be purchased to the SJC Business Manager and/or the child's Dependency Case Manager.

* * *

6. Provider Responsibilities

a. Provider Unique Activities

* * *

(15) The Provider agrees to permit St. Johns County to enroll additional participants from its classes into the Provider's Department of Children and Families (DCF)- approved pre-service curriculum for foster parents, should the County's classes reach capacity.

C. Method of Payment

1. Payment Clause

- a. This is a fixed price/unit cost contract. SJC shall pay the provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar

amount not to exceed the amounts listed below, subject to the availability of funds.

Service Units	Term	Unit Cost	Maximum number of units	Total
One calendar month of intensive family foster home services provided in accordance with the terms of this contract.	07/01/2024-	\$37,894.08	12	\$454,729
	06/30/2025	\$31,781.25		\$381,375

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

5. 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: _____