

RESOLUTION NO. 2024- 565

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 THE DEVEREUX FOUNDATION, INC. AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, Community Based Care (CBC) is requesting Board approval to execute the third Amendment to the Agreement between St. Johns County (the County), on behalf of the St. Johns Community Based Care Family Integrity Program and The Devereux Foundation Inc. to provide eligible St. Johns County families with the Family Builders Safety Services Program.; and

WHEREAS, on July 1, 2023, County, on behalf of St. Johns County Community Based Care Family Integrity Program, and Devereaux 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, the County entered into a new contract with DCF (Contract No. NJ211) which necessitates amendments to existing service contracts to comply with the DCF Contract; and

WHEREAS, the terms and conditions of the Contract allow the Contract to be amended provided such modifications are reduced to writing and signed by both Parties.

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 Agreement between the County and The Devereux Foundation Inc. 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 17th day of December, 2024.

Rendition Date DEC 17 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Krista Joseph, Chair

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

By: [Signature]
Deputy Clerk



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

This **THIRD 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 _____, 2024 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, County entered into a new contract with DCF (Contract No. NJ211) which necessitates amendments to existing service contracts to comply with the DCF Contract; and

WHEREAS, the terms and conditions of the Contract allows the Contract to be amended provided such modifications are reduced to writing and 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:

1.5. Contract Document: The Provider shall provide services in accordance with the terms and conditions specified in this Contract including Attachments I-VI and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all terms and conditions agreed upon by the parties. Provider shall comply with all policies of SJC. In addition, Provider will comply with the Department’s applicable policies, rules, regulations, and governance documents, as approved and agreed to by SJC, through its Contract with DCF – Contract No. NJ211 (“DCF Contract”), which is hereby incorporated herein by this reference, whether now in force or hereafter adopted or amended.

relate to services. All services provided under this Contract will be consistent with and adhere to the provisions of the DCF Contract. If there are any discrepancies between this Contract and the DCF Contract that are applicable to Provider, the clauses of the DCF Contract will be controlling. The DCF Contract, as may be amended from time to time, is available from the SJC Contract Manager. SJC will notify Provider in writing of any amendments to the DCF Contract. DCF shall not be liable in any way for any reason related to this Contract. If Provider is permitted to subcontract under the terms of this agreement, the Provider must include in all subcontracts the substance of all clauses in the DCF Contract that mention or describe subcontractor compliance. In addition the subcontractor may not give or offer to give any gift to any DCF or SJC employee and this provision shall survive the contract for 2 years, violation of this clause will result in referral to DMS for potential inclusion on the suspended vendors list.

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.

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 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 J. Patty,
Clerk of Circuit Court & Comptroller

By: _____
Deputy Clerk

Date: _____