

RESOLUTION NO. 2024-566

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE FOURTH AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY AND NATIONAL YOUTH ADVOCATE PROGRAM, INC. TO MAKE LANGUAGE MODIFICATIONS AND EXTEND THE CONTRACT TERMS BY ONE YEAR ON BEHALF OF THE COUNTY**

**RECITALS**

**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 July 10, 2024, County and NYAP entered into the Third Amendment to the Contract to exercise the second 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**, 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**, as the Agreement allows for, the County and NYAP desire to, amend the Agreement to extend the Agreement for the second Renewed Term and make process and language modifications.

**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 Third 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.** The Board of County Commissioners hereby authorizes the County Administrator to execute any subsequent amendments to the Agreement, without further Board action, that do not propose to amend, modify, or otherwise change the material terms, conditions, provisions, or requirements of the Agreement.

**Section 4.** 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.

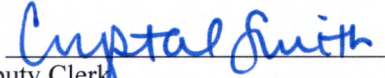
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 17th day of December, 2024.

Rendition Date DEC 17 2024

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

By:   
Krista Joseph, Chair

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

By:   
Deputy Clerk



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

This FOURTH AMENDMENT (“Amendment”) is entered into between St. Johns County, Florida, a political subdivision of the State of Florida (“SJC”), as the Lead Agency for child welfare services in Circuit 7 and National Youth Advocate Program, Inc., a not for profit corporation registered to do business in the state of Florida (“Provider”).

RECITALS

**WHEREAS**, in January 2023, County and Provider entered into that certain Contract for community based care services for the provision of foster care and related services (“Contract”) (Resolution 2022-474); and

**WHEREAS**, in July 2024, 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. This Amendment does not invalidate any portion of the Agreement, nor does it relieve or release either Party from its obligations under the Agreement.

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.

**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: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_