RESOLUTION NO. 2025-__21__

A RESOLUTION BY THE BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA,
APPROVING AND AUTHORIZING THE COUNTY
ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AND
DELVER A LICENSE AGREEMENT AND MEMORANDUM
OF UNDERSTANDING BETWEEN THE COUNTY AND
ADOPTION-SHARE, INC. FOR THE USE ITS FAMILY-SHARE
SOFTWARE.

WHEREAS, Adoption-Share, Inc., is a 501(c)(3) tax exempt organization that exists to equip people working on behalf of children and families with technology, analysis, and insights that prioritize and meet each child's individual needs through foster care and adoption outcomes that are in the child's best interest; and

WHEREAS, St. Johns County, through its Department of Health and Human Services Family Integrity Program is the community-based care lead agency ("Community Based Care") contracted with Florida Department of Children and Families to provide community-based child welfare-related services within St. Johns County and provides recruitment, adoption and/or foster matching services; and,

WHEREAS, Community Based Care wishes to utilize the Family-Match Software to increase and assist with family recruitment and/or child placement decisions, and Adoption-Share is willing to grant a license for its use on the terms and conditions set forth in the attached License Agreement and Memorandum of Understanding; and

WHEREAS, entering into the License Agreement and Memorandum of Understanding serves a public purpose and is in the best interest 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 incorporated into the body of this Resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners approves and authorizes the County Administrator, or designee, to execute and deliver the License Agreement and Memorandum of Understanding between the County and Adoption-Share, Inc., in substantially the same form as attached hereto.

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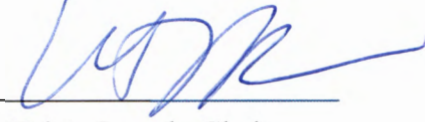
further action by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 21st day of January, 2025.
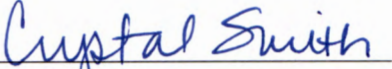
Rendition Date JAN 21 2025

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

FAMILY-MATCH SOFTWARE
LICENSING AGREEMENT

This Family-Match Software Licensing Agreement ("License" or "Agreement") is made as of Date (Month Day, Year) by and between Adoption-Share, Inc. ("Adoption-Share" and/or "Licensor"), a 501(c)(3) tax exempt organization incorporated in the state of Georgia and having an address of P.O. Box 1532, Brunswick, GA 31521, and Agency Name ("Licensee", "You" and/or "Your") located at Address. Adoption-Share and LICENSEE, together, are referred to as "Parties" and each, separately, as a "Party." This Agreement supersedes and replaces all previous oral or written agreements between the Parties.

Recitals

WHEREAS, Adoption-Share is a 501(c)(3) tax exempt organization that exists to equip people working on behalf of children and families with technology, analysis, and insights that prioritize and meet each child's individual needs through foster care and adoption outcomes that are in the child's best interest;

WHEREAS, LICENSEE is an organization that provides recruitment, adoption and/or foster matching services in the United States; and,

WHEREAS, LICENSEE wishes to utilize the Family-Match Software in order to increase and assist with family recruitment and/or child placement decisions, and Adoption-Share is willing to grant a license to LICENSEE on the terms and conditions set forth herein for the use of the software described in Section 1.

NOW, THEREFORE, in consideration of the foregoing and in express reliance on the mutual covenants contained in this Agreement, Adoption-Share and LICENSEE, intending to be bound as follows:

1. License

Subject to the terms and conditions of this Agreement, Adoption-Share grants to LICENSEE, and LICENSEE accepts from Adoption-Share, non-exclusive and non-transferable license to the software described and as set forth in the attached Exhibit 1 (the "Family-Match Software") during the term of this Agreement. LICENSEE acknowledges and agrees that the licenses granted hereunder extend solely to such software in object form only, and that nothing in this Agreement shall be construed as granting any license whatsoever to the underlying source code that is used to generate the Family-Match Software.

2. Intellectual Property Ownership and Copyright Protection

The Family-Match Software is the intellectual property of and all rights therein are owned exclusively by Adoption-Share. The structure, organization and code of the Family-Match Software are the valuable trade secrets and confidential and proprietary information of Adoption-Share to which Adoption-Share retains title. Except as expressly stated herein, this Agreement does not grant LICENSEE any intellectual property rights in the Family-Match Software and all rights not expressly granted are reserved by Adoption-Share. The Family-Match Software is licensed to you, not sold, and you have no ownership of any kind in or to the FamilyMatch Software. In making this agreement, LICENSEE has reviewed and gives approval for Adoption-Share to maintain anonymous data input into the Family-Match Software by LICENSEE for the purposes of research and product evaluation in perpetuity beyond the completion, termination or cancellation of this Agreement. No information maintained by Adoption-Share shall include child-specific data.

3. Proprietary Information

LICENSEE agrees that it shall not, nor shall it permit others to, without Adoption-Share's prior written consent: (a) modify any Proprietary Information; (b) reverse engineer, decompile, decrypt, or disassemble the Proprietary Information or attempt to do so; (c) transfer, rent, lease, lend or sublicense any Proprietary Information to anyone for any purpose; or (d) reveal or disclose any Proprietary Information for any purpose to any other person, firm, corporation or other entity, other than LICENSEE's employees with a need to know such Proprietary Information to perform employment responsibilities consistent with LICENSEE's rights under this Agreement. LICENSEE shall not provide access to the Family-Match Software to any competitor of Adoption-Share without prior written consent of Adoption-Share. LICENSEE shall safeguard and protect the Proprietary Information from theft, piracy or unauthorized access in a manner at least consistent with the protections LICENSEE uses to protect its own most confidential information. LICENSEE shall inform its employees of their obligations under this Agreement and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Adoption-Share, to prevent any unauthorized disclosure, copying or use of the Proprietary Information. In addition, LICENSEE agrees that it shall not share or sell the Proprietary Information to any third parties.

4. Confidential Information

In the event of any unauthorized disclosure, LICENSEE shall notify Adoption-Share immediately upon discovery of any prohibited use or disclosure of the Proprietary Information, or any other breach of these confidentiality obligations by LICENSEE, and shall fully cooperate with Adoption-Share to help Adoption-Share regain possession of the Proprietary Information and prevent the further prohibited use or disclosure of the Proprietary Information. LICENSEE acknowledges that any breach of the requirements contained within this section may cause Adoption-Share irreparable injury for which it may not have an adequate remedy at law. The parties acknowledge that, in the course of using the Family-Match Software and performing their respective duties under this Agreement, each party may obtain Confidential Information of the other party, which includes any information contained at any time in the Family-Match Software, including without limitation information previously entered into the Family-Match Software by Adoption-Share or LICENSEE, and ongoing information entered into the Family-Match Software, which is confidential to LICENSEE and proprietary to Adoption-Share. Adoption-Share agrees that the confidentiality requirements of the LICENSEE's data subject to this Agreement shall survive the expiration or termination of this Agreement. Each party shall at all times keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the other party.

5. Warranty

THE LICENSED PRODUCT IS DELIVERED TO LICENSEE ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE AGREES THAT THE FOREGOING EXCLUSIONS AND DISCLAIMERS OF WARRANTIES ARE AN ESSENTIAL PART OF THIS AGREEMENT.

6. Limitation of Liability

ADOPTION-SHARE SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE INPUT, FORM, CONTENT, COMPLETENESS AND/OR ACCURACY OF ANY INFORMATION ENTERED INTO THE FAMILY-MATCH SOFTWARE, THE PLACEMENT

OF ANY CHILD BY ANY AGENCY USING THE FAMILY-MATCH SOFTWARE, AND/OR THE LICENSING OF ANY FOSTER OR ADOPTIVE FAMILY. ADOPTION-SHARE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR INACCURACY OF DATA CAUSED BY THE FAMILY-MATCH SOFTWARE. IN ANY EVENT, THE LIABILITY OF ADOPTION-SHARE TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING ANY DUTY TO INDEMNIFY) SHALL BE LIMITED TO $1,000.00. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS SET FORTH IN THIS SECTION ALLOCATE THE RISKS OF PRODUCT NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OTHER APPLICABLE LAWS. THE PARTIES' AGREEMENT REFLECTS AND IS IN RELIANCE UPON THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

7. No Joint Venture or Assignment

Adoption-Share and LICENSEE are independent organizations and are not authorized to act on behalf of each other, and neither party shall represent to any third party that it is the agent or representative of the other. By entering into this Agreement, neither Adoption-Share nor LICENSEE is acquiring, purchasing or otherwise obtaining any portion of ownership in the other company and no legal partnership between the companies is formed other than expressly set forth herein.

8. Term and Termination

    a. Term. This agreement shall be in effect during the term outlined in the attached Exhibit 1.
    b. Termination.

        i. Either party may terminate this Agreement and the License granted in this Agreement by providing thirty (30) days prior written notice to the other; provided, however, that Adoption-Share may terminate this Agreement and the licenses granted hereunder, without prejudice to any other remedy Adoption-Share may have, immediately without further obligation to LICENSEE in the event of any breach by LICENSEE of any material provision of this Agreement, which breach is not or cannot be remedied within twenty-four (24) hours of Adoption-Share's notice to LICENSEE.

        ii. In the event the LICENSEE ceases to provide recruitment, adoption and/or foster matching services, this Agreement shall terminate on the last day of LICENSEE'S service provision.

9. General

    a. Legal Authority. Each of the Parties represents and warrants that it is authorized to enter into this Agreement; that the execution and delivery of this Agreement and the consummation of this transaction will not conflict with or result in any violation or default under any provision of its articles of incorporation, charter, by-laws or partnership agreement or of any statute, law or regulation applicable to it; and that no further consent, approval, order, authorization or filing with any governmental authority is required in connection with the execution and delivery of this Agreement. Each of the Parties represents that it has agreed to the terms of this Agreement. Each signatory of this Agreement represents and warrants that he or she has the general and specific authority to enter into and execute this Agreement.

b. Severability. In the event any of the provisions of this Agreement are deemed to be invalid and unenforceable, those provisions will be severed from the remainder of this Agreement only if and to the extent agreed upon by the Parties in writing.
c. Assignment. This Agreement will be binding upon and inure to the benefit of the Parties to this Agreement, their respective successors and permitted assigns; LICENSEE may not assign its rights or obligations under this Agreement without the prior written consent of Adoption-Share.
d. Waiver. Failure by either Party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy.
e. Governing Laws and Forum. The validity, interpretation, performance, and enforcement of this Agreement shall be governed and construed in accordance with the laws of the State of Georgia without regard to conflicts of laws principles. Any claim or dispute arising out of this Agreement must be resolved through arbitration in Georgia, except to the extent otherwise agreed upon by the Parties. Each Party agrees to submit to the personal jurisdiction of arbitration within Georgia for the purpose of litigating all such claims or disputes.
f. Entire Agreement. This Agreement and attached exhibits contain the entire agreement between the Parties concerning the grant of the License to LICENSEE to Use the FamilyMatch Software and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to this Agreement.
g. Survival. Sections 2, 3, and 4 shall survive the termination of this Agreement for any reason, for a term of five (5) years.
h. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given (i) when delivered personally; (ii) three (3) days after being sent by United States registered or certified mail, return receipt requested; or (iii) when delivered, if sent by overnight courier providing receipt of delivery. Notices must be sent to a Party at its address shown below and to the attention of the person designated below, or to such other place or recipient as the Party may subsequently designate for its receipt of notices.

ADOPTION-SHARE: Adoption-Share, Inc.
                        Attn: Contracts
                        P.O. Box 1532
                        Brunswick, GA 31521
                        (912) 734-0010
LICENSEE: **Agency Name**
                        Point of Contact
                        Address
                        Phone Number (XXX-XXX-XXXX)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives to be effective upon the date of the last signature below.

LICENSEE:

Full name
Title
Company

SIGNATURE AREA

ADOPTION-SHARE:
Full name
Title
Company

SIGNATURE AREA

EXHIBIT 1 – Family-Match Software License Terms & Conditions

1. Term: The term of this Agreement will begin on the date on which both parties have executed the Agreement (the "Effective Date") and shall continue through June 30 of the following calendar year, unless terminated earlier in accordance with the terms of this Agreement. The term of this Agreement shall automatically renew for twelve (12) month periods beginning July 1 of each year, unless either Party notifies the other Party by June 1 of each term that it elects not to renew the Agreement.

2. Software License Fees: Adoption-Share will provision access to Family-Match Recruitment, Selection and Matching for unlimited user accounts during the Term of this Agreement. Adoption-Share agrees that there is no licensing fee associated with LICENSEE's use of the Family-Match Recruitment, Selection and Matching modules during this Term.

This Memorandum of Understanding, entered into on Date (Month Day, Year), outlines the basic terms under which Adoption-Share and Agency Name will partner to serve children and families in the child welfare system in Geography Served. We believe this collaboration will be beneficial and create significant value for both parties and those we serve.

1. Acknowledgments

Family-Match, a technology application of Adoption-Share, a non-profit organization, is a data-driven decision-making tool which child welfare professionals can utilize to promote the efficient and appropriate identification and utilization of families for children in foster care.

The Family-Match Software is provided to Agency Name by the Department of Children and Families as a free tool to help community-based care agencies and their supporting providers with a resource to help:

- Identify prospective foster and adoptive families that demonstrate their readiness, willingness, capacity, and interest to support children in foster care.
- Identify and or evaluate adoptive families for children who have a goal of adoption and have no family identified to adopt them.

Use of the Family-Match Software is voluntary.

Acceptance of this MOU and corresponding Family-Match Licensing Agreement provides your organization access to the Family-Match Software and all the benefits and services provided therein.

2. Benefits and Services Provided by Adoption-Share

Training

With respect to Agency Name use and operation of the Family-Match Software, Adoption-Share agrees to provide a minimum of two (2) training sessions per state fiscal year, either in-person or virtual, each of which is not to exceed 90 minutes in length.

Reporting

Adoption-Share agrees to provide quarterly reports to Agency Name. Adoption-Share agrees that the reports will contain the following information, as available, with respect to the use of the Family-Match Program:

Number of families registered on Family-Match and summary information on family status, locations, and preferences.

Number of cases entered and summary information on case composition such as ages, sibling sets, and special needs.

Number of cases entered which have completed assessment.

Case activity including matches, placements and adoptions marked in the system for the agency and statewide.

Case worker activity.

Provider agency activity, if applicable.

Adoption-Share will include Agency Name's Adoption Program Manager and designated staff in quarterly conference calls with all Florida agencies to monitor identified risks, discuss insights gleaned from both successful placements and disruptions, report on progress and research outcomes, and identify recommendations for future work.

Technical Assistance

Adoption-Share provides users with access to email assistance through support@adoption-share.com inbox. Adoption-Share will monitor all support requests and respond within 24 hours.

Adoption-Share will provide additional training, support materials, or "office hours" to support new staff and provide refresher training on the Family-Match Software.

Work Plan/Goal Setting

Adoption-Share's support staff will work with Agency Name's designated point of contact in establishing goals for each year of use and identify how Adoption-Share's program team can support Agency Name in achieving the goals identified.

3. Agency Name's Responsibilities

Licensing Agreement

Sign the Family-Match Licensing Agreement.

Use of System

Agency Name will make reasonable efforts to encourage placement and/or recruitment workers to utilize the Family-Match Software:

To utilize the Family-Match Software consistently for cases in which a resource family is needed for a child the public and/or private agency caseworker is trying to place.

To complete outcome assessments provided to the agencies by Adoption-Share at 1-, 3-, 6-, and 12-months post placement for children placed with resource families through the Family-Match Software.

To utilize the Family-Match Software's Recruitment Portal as applicable and defined in the agreed-upon Work Plan.

Marketing to Eligible Families

Agency Name agrees to notify families of the opportunity of being identified and matched through the Family-Match Software by sending an e-mail and/or letter inviting families to participate; and share information on the Family-Match Program on social

media accounts.

Metrics and Evaluation

Agency Name will provide metrics to Adoption-Share during the contract term, which will include, but are not limited to:

Number of children with a goal of adoption, terminated parental rights and no identified family.

Average wait time for adoptive placements for adoptive families and children eligible for adoption.

Average number of adoption placement disruptions for adoptive families and children eligible for adoption.

Adoption success rate, which is defined as the number of children with a desire for adoption whose adoption is thereafter finalized.

Demographic information on children adopted.

Communication

Agency Name will designate a point of contact within the agency to whom Adoption-Share shall provide reports.

My signature indicates that I acknowledge and agree to the terms of this Memorandum of Understanding.

AGENCY:	ADOPTION-SHARE:
Full name	Full name
Title	Title
Agency Name	Company
SIGNATURE AREA	SIGNATURE AREA