

RESOLUTION NO. 2020-_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONTRACT EXTENSION AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND FAMILY SUPPORT SERVICES OF NORTH FLORIDA, INC. AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE FIRST CONTRACT EXTENSION AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, Family Support Services of North Florida (FSSNF) is a non-profit organization established to perform the role of Lead Agency in providing certain child protection services previously performed by the Department of Children and Families (DCF), including adoption recruitment services in St. Johns and surrounding Counties; and

WHEREAS, the Heart Gallery of North Florida was developed by FSSNF with coordinated efforts from community-based care partners, volunteer photographers and corporate supporters, to raise awareness about adoption through foster care and place foster children in permanent homes; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Agreement; and

WHEREAS, the County has determined that accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

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 hereby approves the terms, provisions, conditions, and requirements of the Agreement between the St. Johns County, Florida, and Family Support Services of North Florida, Inc. and authorizes the County Administrator, or his designee, to execute the First Contract Extension Agreement in substantially 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, 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 _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By:

Jeb S. Smith, Chair

Attest: Brandon Patty, Clerk

Deputy Clerk

**FIRST CONTRACT EXTENSION AGREEMENT
BETWEEN
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
AND
FAMILY SUPPORT SERVICES OF NORTH FLORIDA, INC.**

THIS CONTRACT EXTENSION AGREEMENT (“Agreement”) is made this _____ day of _____, 2017, by and between **ST. JOHNS COUNTY, FL**, by and through its Board of County Commissioners, hereinafter called the “COUNTY”, and **Family Support Services of North Florida, Inc.**, whose address is 1300 Riverplace Boulevard, Suite 700, FL 32207, Phone: (904) 421-5800, Fax: (904) 421-5818 herein after referred to as “PROVIDER”.

WHEREAS, the COUNTY and PROVIDER entered into an agreement on the 01 day of July, 2019 (“Original Contract”), to provide adoption recruitment services in conjunction with the Heart Gallery of North Florida to St. Johns County, subject to the terms and conditions contained therein; and

WHEREAS, the Original Contract provides that the County may extend the contract up to three renewal terms; and

WHEREAS, the COUNTY and PROVIDER mutually seek to amend the Original Contract to extend for the third term as provided herein.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, COUNTY and PROVIDER agree as follows:

1. **Term Extension.** This Agreement shall be effective beginning on July 01, 2020, and ending at 11:59 pm (EST) on June 30, 2021, unless earlier suspended or terminated in accordance with the terms and conditions of the Original Contract Agreement. It is expressly noted that the COUNTY’s performance of this Agreement is subject to an annual appropriation of funds by the St. Johns County Board of Commissioners.
2. **Permits and Licenses.** To the extent that PROVIDER is required to secure/maintain any requisite permits, licenses and/or approvals necessary to perform the Scope of Services, then PROVIDER, at PROVIDER’s sole cost and expense, shall be responsible for securing/maintaining, any and all, such permits, licenses, and/or approvals in accordance with Local, State and/or Federal law, rule, regulation, statute, or ordinance for the duration of this Agreement.
3. **Access to Records.** The access to, disclosure/non-disclosure, exemption and cost of reproduction of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted or hindered by placing the public records in the possession of a third or unaffiliated party.
4. **Review of Records.** As a condition precedent to entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, PROVIDER hereby authorizes the COUNTY to examine, review, inspect, and/or audit its books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement. It is specifically noted that the PROVIDER is under no duty to provide access to documentation not related to this Agreement, and/or is otherwise protected by Local, State, or Federal law.
5. **Severability.** If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, 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 Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.
6. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

7. Effect of this Agreement. With the exception of the amendments and revisions noted in this Agreement, in all other respects, the Original Contract shall remain in full force and effect. As for such amendments and revisions noted in this Agreement, such amendments and revisions, have been incorporated in to the Original Contract, and shall have full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement.

PROVIDER

COUNTY

By: _____

By: _____

(Signature of authorized officer)

(Signature of authorized officer)

Title

Title

Date

Date