

RESOLUTION 2012-20
RESCINDS RESOLUTION
2011-251

RESOLUTION NO. 2011-251

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 COMMUNITY PARTNERSHIP FOR CHILDREN AND AUTHORIZING THE CHAIR OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, St. Johns County is providing funding to Community Partnership for Children to perform pre-service training, certification services, and continual child welfare staff development services, at a rate of \$17,996.00 for eleven months; 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, 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 terms, provisions, conditions, and requirements of the Agreement between the St. Johns County, Florida, and Community Partnership for Children and authorizes the Chair of the Board of County Commissioners to execute the Agreement on behalf of the County.

Section 3. 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.

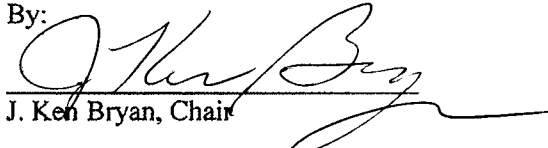
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6 day of September, 2011.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest:


Deputy Clerk

By:


J. Ken Bryan, Chair

RENDITION DATE 9/12/11

MEMORANDUM OF UNDERSTANDING

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

AND

COMMUNITY PARTNERSHIP FOR CHILDREN

THIS MEMORANDUM OF UNDERSTANDING, entered into between Community Partnership for Children, hereinafter referred to as "CPC" and St. Johns County Board of County Commissioners, hereinafter referred to as "SJC", shall be effective from August 1, 2011 through June 30, 2012 and may be renewed thereafter by mutual consent of the parties hereto.

I. Purpose

The purpose of this Memorandum of Understanding is to outline the collaboration of CPC and SJC in order to:

To ensure that the professional development needs of all St. Johns County Family Community Based Care staff is met.

To deliver a Child Welfare Pre-Service, Certification Program and continual staff development training for St. Johns County Community Based Care staff.

Ensure the delivery of ongoing training sessions that enhance the knowledge, skills and abilities of child welfare professionals.

II. Mutual Agreements

All parties agree:

- CPC is the contracted Lead Agency of the Department of Children and Families (DCF), State of Florida, to provide children's welfare service to youth in Volusia, Flagler and Putnam Counties, Florida.
- SJC is the contracted Lead Agency of the DCF to provide children's welfare services to youth in St. Johns County.
- The University of South Florida, hereinafter referred to as USF, is the subcontractor of CPC that delivers Child Welfare Pre-Service, Certification Program and continual staff development training.
- CPC must fulfill its contractual agreement with DCF.

- SJC must fulfill its contractual agreement with DCF.
- CPC and SJC recognize the need to consistently provide deliver a Child Welfare Pre-Service, Certification Program and continual staff development training
- CPC and SJC agree that CPC, through a subcontract with USF, will ensure the consistent delivery of ongoing pre-service and in-service training sessions that enhance the knowledge, skills and abilities of child welfare professionals.

III. Roles and Responsibilities

CPC/USF shall perform the following duties:

- Schedule and deliver Child Welfare Pre-Service and Certification Program services.
- Provide Continual Staff Development training for the purpose of enhancing the knowledge, skills and abilities of child welfare staff.
- Ensure compliance with department policy regarding pre-service training and ongoing certification requirements.
- Determine course and test delivery schedules and locations in consultation with SJC and the department.
- Notify SJC in writing of any changes to the published schedule, within five (5) working days of the change.
- Produce, duplicate and distribute all instructor and learner instructional materials required for coursework delivery and participation.

SJC shall perform the following duties:

- SJC agrees to monitor service delivery and provide technical assistance when requested.
- SJC agrees to coordinate and collaborate with the provider on an ongoing basis in order to ensure effective service delivery.

IV. Method of Payment

SJC agrees to pay CPC for services outlined:

Service Units	Unit Price	Maximum # of Units
One month of Child Protection Professional and Continual Staff Development Training Services delivered in accordance with the terms of this contract.	\$1,636.00	11

V. Confidentiality

CPC and SJC agree to comply with HIPAA and all other state and federal confidentiality requirements that regulate each respective agency.

VI. Amendments/Cancellations/Renewals

This agreement may be amended or modified in writing as mutually agreed upon by the parties. CPC may make technical amendments to this agreement upon 30 days written notice to SJC.

This agreement may be terminated with or without cause by either party giving 90 days written notice to the other party.

VII. Dispute Resolution

CPC and SJC shall make every reasonable attempt to resolve any dispute arising under this agreement between them. Both parties recognize that resolution of all disputes without third party intervention is most desirable. Should CPC and SJC not be able to resolve any dispute arising under this agreement, both parties may suggest additional mediation as a means to resolve the dispute, in which case the parties may jointly choose a mediator for that purpose. The mediator and the parties shall establish whatever mediation guidelines are necessary.

VIII. Indemnification

SJC shall indemnify and hold harmless CPC, its trustees, officers and employees, DCF, and other providers for any willful misconduct or negligent action or omission of SJC, its employees, agents, independent contractors, volunteers, and students, arising out of this agreement.

CPC shall indemnify and hold harmless SJC, its employees, agents, independent contractors, volunteers, and students, arising out of this agreement.

IX. Authorization

All terms of this agreement are fully understood and accepted by Community Partnership for Children and St. Johns County as represented by the signers of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this 4 page agreement to be executed by their undersigned officials as duly authorized.

ST. JOHNS COUNTY:

COMMUNITY PARTNERSHIP FOR CHILDREN:

Signature

Signature

Date


Date

Name

Mark Jones
Name

Title

Chief Executive Officer
Title

LEGALLY SUFFICIENT

Date 2/12/11