

RESOLUTION NO. 2018- 138

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 BASED CARE OF CENTRAL FLORIDA, INC. AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE CONTRACT EXTENSION AGREEMENT ON BEHALF OF THE COUNTY

WHEREAS, in 2014 the Florida Legislature passed the Keys to Independence Act (FL Statute 409.1454), recognizing that a young adult cannot be fully independent without a driver's license and with the intent to develop and implement a statewide program enabling age-appropriate youth in licensed out-of-home care to obtain a driver's license and appropriate insurance after successfully completing a driver education program; and

WHEREAS, the Florida Department of Children and Families (DCF) has awarded Community Base Care of Central Florida (CBCCF) the Keys to Independence Contract to develop and manage the Program which is intended to create opportunities and solutions to these barriers through reimbursing the cost of licensure, driver's education, other costs incidental to licensure and motor vehicle insurance for children in licensed out-of-home care who have successfully completed a driver's education program; and

WHEREAS, the parties agree that this funding will supplement, not replace, funds already in use by each CBC agency. Thus, in partnership, the parties agree to work together to maximize the legislative allocation to eliminate existing barriers; 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 Community Based Care of Central Florida, Inc. and authorizes the County Administrator, or his designee, to execute an 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.

15 **PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this day of May, 2018.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

Attest: Hunter S. Conrad, Clerk

Pam Halterman
Deputy Clerk

By:

Henry Dean
Henry Dean, Chair

RENDITION DATE 5/17/18



Memorandum of Understanding
between
Community Based Care of Central Florida, Inc.,
and
St. Johns County Board of County Commissioners

This Memorandum of Understanding (the "MOU"), is made and entered into this 1st day of January, 2018 (the "Effective Date"), by and between Community Based Care of Central Florida, Inc., a Florida non-profit agency ("CBCCF") and St. Johns County Board of County Commissioners, a political subdivision of the state of Florida ("COUNTY"). CBCCF and the COUNTY are sometimes referred to herein as "Party" or collectively the "Parties."

Recitals

WHEREAS, in 2014 the Florida Legislature passed the Keys to Independence Act (FL Statute 409.1454), recognizing that a young adult cannot be fully independent without a driver's license and with the intent to develop and implement a statewide program enabling age-appropriate youth in licensed out-of-home care to obtain a driver's license and appropriate insurance after successfully completing a driver education program and further updated with the passage of Senate Bill 60 during the 2017 legislative session.

WHEREAS, the Florida Department of Children and Families (DCF) has awarded CBCCF the Keys to Independence Contract #LJ973 to manage the program, which is intended to create opportunities and solutions to these barriers through reimbursing the cost of licensure, driver's education, other costs incidental to licensure and motor vehicle insurance for children in licensed out-of-home care who have successfully completed a driver's education program.

WHEREAS, the parties agree that a young adult cannot be fully independent without a driver's license and a driver's license enables a youth to have a job, attend school, engage in social activities and contribute to their community.

WHEREAS, the parties agree that this funding will supplement, not replace, funds already in use by each CBC agency. Thus, in partnership, the parties agree to work together to maximize the legislative allocation to eliminate existing barriers.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable considerations, the receipt and adequacy of which are acknowledged, the Parties hereto, hereby agree as follows:

1. **Recitals**. The Recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Duties and Responsibilities**. During the term of this MOU, the parties shall conduct services as outlined in Exhibit A.
3. **Eligibility**. The eligibility criteria for participation are defined by the Keys to Independence Act (Section 409.1454, Florida Statutes).
 - a) Youth must be residing in licensed, out-of-home foster care in the state of Florida.
 - b) Youth who have reached permanency may receive services for up to 6 months after the date they reach permanency.
 - c) Youth in out-of-home care who turn 18 years of age may receive services for up to 6 months after turning 18.
 - d) Youth who are in continuing care under Section 39.6251, Florida Statutes, and who demonstrate that such costs are creating barriers for obtaining employment or completing educational goals.
 - e) Youth must be eligible to obtain licensure pursuant to Chapter 322, Florida Statutes.
3. **Compensation**. CBCCF will reimburse COUNTY for authorized expenses (detailed in Exhibit A) incurred for eligible participants in the Keys to Independence Program upon receipt of a properly completed invoice and

detailed supporting documentation for each authorized expense incurred. CBCCF agrees to pay COUNTY within thirty (30) days of receipt of properly completed invoice.

4. Disclosure of Information. Subject to the provisions of Florida's public records law, the COUNTY hereby acknowledges that any and all documents and information relating to the following items are valuable, special, and unique assets of CBCCF's business or that of CBCCF's clients including, but not limited to, the following:
 - a) Any and all names, addresses, and telephone numbers of donors, volunteers, constituents, clients or clients of biological or foster families, lessors, sellers, lessees, vendors, and others doing business with CBCCF.
 - b) Any software, programs, databases, or data that are provided to the COUNTY by or for CBCCF, whether belonging to CBCCF or to a client of CBCCF. None of the aforementioned items may be copied, replicated, duplicated, recreated, sold, traded, gifted, or exchanged in any form.
 - c) Any other documents relating directly or indirectly to the operation of CBCCF's business or the business of any of CBCCF's clients.
 - d) Any information or knowledge the COUNTY may have about CBCCF and the operation of CBCCF's business and/or future business plans relating to CBCCF's business or any of the same regarding CBCCF's clients.
5. Non-Discrimination. The COUNTY agrees that it will not discriminate against any employee, applicant for employment for work or any eligible person receiving services under the Contract because of race, color, religion, sex, age, national origin, or disability.
6. Audits, Records And Retention. The COUNTY agrees to the following:
 - a) To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by CBCCF under this contract.
 - b) To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of seven (7) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no additional cost to CBCCF.
 - c) Upon demand, at no additional cost to CBCCF, the COUNTY will facilitate the duplication and transfer of any records or documents during the required retention period.
 - d) To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State or other personnel duly authorized by CBCCF.
 - e) At all reasonable times for as long as records are maintained, persons duly authorized by CBCCF and Federal auditors, pursuant to 45 CFR, Section 92.36(l) (10), shall be allowed full access to and the right to examine any of the COUNTY's contracts and related records and documents, regardless of the form in which kept.
7. Insurance. CBCCF shall maintain during the life of this MOU, Comprehensive General Liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. No material change or cancellation of such insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured. CBCCF shall furnish proof of adequate insurance in the type, amount, and classification as required by DCF.

Certificate Holder Address:

St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

8. Term and Termination. This MOU shall begin on **January 1, 2018** and end on **June 30, 2021**. This MOU may be renewed for one term not to exceed one year (twelve months). Any renewal shall be in writing and subject to the termination provisions specified in this Contract however, that either party may terminate this MOU at any time by giving the other party notice in writing at least thirty (30) calendar days prior to the termination date, but no such termination/cancellation shall affect the obligations of either party then outstanding. The terminating/canceling party shall have no liability to the other party for the exercise of such right. In the event funds to finance this contract are no longer available, CBCCF may terminate this contract within 24 hours written notice to the COUNTY, and CBCCF will pay for services completed through the date of termination.
9. Governing Law. This MOU shall be construed under, and governed by the laws of the State of Florida. Venue for any legal or administrative action arising under this MOU shall lie exclusively in St. Johns County, Florida.
10. Entire agreement. This MOU constitutes the entire understanding and agreement between the Parties with regard to all matters herein. There are no other agreements, conditions, or representations, oral or written, express or implied, with regard thereto. This MOU may be amended only in writing, signed by both parties.
11. Waiver. No failure by any party hereto to insist upon the strict performance of any provision of this MOU, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such or any other provision.
12. Headings. Headings and captions in this MOU are for convenience only and shall not be used to interpret or construe its provisions.
13. Binding effect. The provisions of this MOU shall be binding upon and inure to the benefit of both parties and their respective successors and/or assigns.
14. Assignment. The COUNTY may not assign COUNTY's rights or delegate duties or obligations under this MOU. CBCCF's rights and obligations under this MOU shall inure to the benefit of and shall be binding upon CBCCF's successors and assigns.
15. Severability. The various provisions of this MOU are severable, so that the enforceability of this MOU shall not be affected by the unenforceability or invalidity of a particular portion hereof under a specific circumstance, but instead this MOU shall be fully enforceable in all other circumstances and in all other respects. If in any judicial proceeding, a court shall refuse to enforce any section of this MOU, whether because the time limit is too long or because it is more extensive (whether as to geographic area, scope of business, or otherwise) than is necessary to protect the business and good will of CBCCF, it is expressly understood and agreed between the parties hereto that this MOU may be modified to the extent necessary to permit the provisions of any such section to be enforced in such proceedings. To the extent permitted by law, any determination of invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
16. Notices. All notices, offers, acceptances, requests, demands, and any other communication provided for herein shall be given in writing and shall be personally delivered or sent by United States Certified Mail, return receipt requested, postage prepaid and addressed as follows:

If to CBCCF:

Wendy Land
Lead Network Support Manager
CBC of Central Florida-Holdings, Inc.
4001 Pelee Street, Suite 100
Orlando, Florida 32817
wendy.land@cbccfl.org

If to COUNTY:

Raechel Meeks

Finance and Contract Manager
200 San Sebastian View, Suite 2300
St. Augustine, FL 32084
rmeeke@sjcfl.us

Provided, however, that any party may, from time to time, give notice to the other parties of some other address to which notices to such party shall be sent, in which event notices to such party shall be sent to such address. Notice shall be deemed to be effectively given hereunder when personally delivered or upon receipt of the mailing.

17. **Defaults.** In the event of the failure of either party to perform any obligation or make any payment required hereunder, the non-breaching party shall provide written notice to the breaching party of the alleged breach. The breaching party shall be given a period of ten (10) days after receipt of the written notice within which to cure the alleged breach. In the event the alleged breach is not cured within said 10-day period, the non-breaching party shall be entitled to all remedies available at law and in equity.
18. **Attorney's Fees and Costs.** In connection with any litigation arising out of this MOU, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees (at both the trial and appellate levels) as to that issue on which the prevailing party prevails.

IN WITNESS THEREOF, the parties have caused this MOU to be executed by their officials thereunto duly authorized.

**ST. JOHNS COUNTY BOARD OF
COUNTY COMMISSIONERS:**

**COMMUNITY BASED CARE OF CENTRAL
FLORIDA, INC.:**

Signature

Signature

Michael D. Wanchick

Name

Catherine Macina

Name

County Administrator

Title

Chief Financial Officer

Title

Date

Date

Mailing Address:
200 San Sebastian View, Suite 2300
St. Augustine, FL 32084

Mailing Address:
4001 Pelee Street, Suite 100
Orlando, FL 32817

Exhibit A
Services to be Provided

I) CBCCF Agrees:

- a) Assist youth, caregivers and relevant staff with the timely processing of participant applications, enrollments and reimbursement requests;
- b) Implement a comprehensive state-wide marketing and outreach plan to ensure a maximum number of eligible youth are made aware of the program opportunity;
- c) Ensure all available financial and community resources are explored, with the goal of covering a maximum number of eligible youth;
- d) Conduct regular quality control checks of participant applications, enrollments and reimbursement requests;
- e) Report to all stakeholders at designated intervals on the progress toward program goals and specified outcomes;
- f) Maintain financial and programmatic reports;
- g) Provide general management, support and development of program specifics.

II) COUNTY Agrees:

- a) Provide funds to ensure youth can quickly access drivers' education, permits and licenses
 - o The following expenses will be reimbursed by CBCCF:
 - _____ Learner's License Fee – Actual cost or \$100 limit
 - _____ Driver's License Fee – Actual cost or \$100 limit
 - _____ Testing Fee (knowledge or skill retest) – Actual cost or \$100 limit
 - _____ 4-Hour Traffic Law & Substance Abuse Course – Actual cost or \$100 limit
 - _____ Driver's Education Course – Actual cost or \$500 limit
 - 1) Insurance - \$200/month or \$1,200/six months or \$2,400/year
 - 2) Deductibles - \$1,000 per occurrence
 - 3) Other costs incidental to licensure – to be determined on an individual basis
- b) To maximize the Keys to Independence award amount that can be used to purchase insurance, the COUNTY agrees to use other available resources to pay for *(Please check all that apply)*:
 - _____ Learner's License Fee – Actual cost or \$100 limit
 - _____ Driver's License Fee – Actual cost or \$100 limit
 - _____ Testing Fee (knowledge or skill retest) – Actual cost or \$100 limit
 - _____ 4-Hour Traffic Law & Substance Abuse Course – Actual cost or \$100 limit
 - _____ Driver's Education Course – Actual cost or \$500 limit

The COUNTY'S obligations under this subsection shall be subject to appropriation of sufficient funds for that purpose by the Board of County Commissioners. Nothing in this MOU shall create any obligation on the part of the Board of County Commissioners to appropriate such funds during any given fiscal year.

- c) Other specific duties of COUNTY:
 - o Collect relevant documentation of completed expenditures and submit to CBCCF for reimbursement (ex., evidence of reimbursement to youth or caregiver, payment receipts, certificates of completion, evidence of increased household insurance rate due to addition of youth as driver);
 - o Communicate with Keys to Independence staff regarding placement changes or other scenarios which may affect participation or insurance of youth enrolled in the program;
 - o Communicate with Keys to Independence staff on relevancy of "other costs incidental to licensure" which the COUNTY desires CBCCF to reimburse through the program.