#### **HUMAN SERVICES FUNDING AGREEMENT**

Alcohol and Drug Abuse Trust Fund – Davis Bradley Community Involvement Center Oven

Legistar ID Number: 24-2082A

THIS AGREEMENT (Agreement) is effective upon the date last entered below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **WESTCARE GULFCOAST – FLORIDA**, **INC.**, a non-profit Florida corporation, whose address is 1735 Martin Luther King Jr. Street, South St. Petersburg, FL 33705, hereinafter called the "**AGENCY**."

#### WITNESSETH:

WHEREAS, the Substance Abuse Advisory Board (SAAB) reviewed applications and made recommendations for grant funding on August 28<sup>th</sup>, 2024 in order to most effectively distribute funds provided by the **COUNTY** for the purpose of addressing issues of alcohol and drug abuse; and

WHEREAS, **AGENCY** submitted an application for a project to purchase and install an oven, this equipment is essential for supporting the Davis Bradley Community Involvement Center's food preparation services, a critical component of its operations for over 20 years.

WHEREAS, the SAAB determined the **AGENCY** to be deserving of receiving grant funding consistent with and in accordance with Chapters 938.23 and 893.165, Florida Statutes; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** are providing substance use and/or prevention services within the community; and

WHEREAS, the **AGENCY** have demonstrated financial need.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

### 1. Recitals

The above "WHEREAS" clauses are incorporated into and are made a part of this Agreement.

### 2. Scope of Services

- a. AGENCY agrees to complete the one-time, non-recurring project as submitted in the application for funding to the SAAB. The AGENCY will purchase a double-deck, full-size natural gas convection oven, along with a protection plan.
- b. Following completion of the project, **AGENCY** shall submit a written report to the **COUNTY** that will be presented to the SAAB at the Fall 2025 meeting. Where no activity has occurred, the **AGENCY** shall provide a written explanation for non-activity during the life of the Agreement.
- c. By accepting this grant through reimbursement of purchases or expenditures, the AGENCY are stating a commitment to enhance the delivery of services to the citizens of Pinellas County.

# 3. Term of Agreement

This Agreement shall become effective upon execution by both parties and shall expire on September 30, 2025. The purchases and expenditures of the **AGENCY** shall commence upon the execution of this document, and the Agreement shall expire and be fully performed by September 30, 2025.

### 4. <u>Compensation</u>

a. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed \$9,923.05 for the one-time, non-recurring expenditures per fiscal year for the services described in Section 2 of this Agreement.

- **b.** All requests for reimbursement payments shall consist of a one-time invoice of no more than the contracted amount accompanied by proper documentation and receipts, signed by an authorized **AGENCY** representative.
- c. Invoices shall be sent electronically to the Grant Manager, as designated by the COUNTY, in a method prescribed by the COUNTY, on or before October 1, 2025. The COUNTY shall not reimburse the AGENCY for any expenditures in excess of the amount budgeted without prior approval or notification. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements and/or as mutually agreed by the Parties.
- d. The COUNTY shall reimburse the AGENCY in accordance with the Local Government Prompt Payment Act, within 45 days of the COUNTY receipt of a proper invoice including required documentation. When the required documentation and/or reports are incomplete or untimely, the COUNTY may withhold payment for unvalidated amount and short pay the undisputed payment amount until such time as the COUNTY accepts the remedied documentation and/or reports.
- **e.** Any funds expended in violation of this Agreement or in violation of appropriate federal, state, and county requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments may be withheld by the **COUNTY**.
- f. Program Generated Income (PGI) resulting from services provided under this Agreement shall be reinvested into this program. The AGENCY shall track program income generated from services provided under this Agreement and provide a report on program income to the COUNTY with each invoice submission. The AGENCY shall reinvest the program income into the program as approved by the COUNTY. The AGENCY shall maintain records of

reinvestment. The **AGENCY** shall provide the **COUNTY** with PGI policies, reinvestment documentation, and fee schedules, as requested.

### 5. Personnel

- a. The **AGENCY** shall, at its earliest opportunity and in no event later than three (3) business days following a change, submit written notification by email to the **COUNTY** if any of the following positions are to be changed and identify the individual and qualifications of the successor or plan to recruit a successor:
  - i. Chief Executive Officer (CEO)
  - ii. Chief Operations Officer (COO)
  - iii. Chief Financial Officer (CFO)
  - iv. Chief Information Technology Officer (CITO) or
  - v. Any other equivalent position within the AGENCY' Organizational chart.
  - vi. Integral personnel funded through this Agreement or directly operating or overseeing services or programs funded through this Agreement, direct supervisors of such personnel, and those serving as match for this Agreement.

#### 6. E-VERIFY

- a. The **AGENCY** must register with and use the E-verify system in accordance with Florida Statute 448.095. The **AGENCY** shall submit an affidavit of compliance with this section at the start of this agreement.
- **b.** If the **AGENCY** enters into a contract with a Subcontractor, the Subcontractor must provide the **AGENCY** with an affidavit stating that the Subcontractor does not employ, contract

with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

- c. If the COUNTY, AGENCY, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1), the party shall immediately terminate the contract with the person or entity.
- d. If the COUNTY has a good faith belief that a Subcontractor knowingly violated this provision, but the AGENCY otherwise complied with this provision, the COUNTY will notify the AGENCY and order that the AGENCY immediately terminate the contract with the Subcontractor.
- e. A contract terminated under the provisions of this section is not a breach of contract and may not considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. The AGENCY acknowledges upon termination of this agreement by the COUNTY for violation of this section by the AGENCY, the AGENCY may not be awarded a public contract for at least one (1) year. The AGENCY acknowledges that the AGENCY is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
- f. The AGENCY shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. AGENCY shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

#### 7. Special Situations and Critical Incidents

The **AGENCY** agrees to inform the **COUNTY** within one (1) business day of knowledge of any circumstances or events which may reasonably be considered to jeopardize the **AGENCY's** 

capability to continue to meet its obligations under the terms of this Agreement (Critical Incidents). Critical incidents may include, but are not limited to, those resulting in injury, media coverage, investigation/lawsuit, breach of information, or public reaction that may have an impact on the AGENCY' or COUNTY's ability to protect and serve its participants, or other significant effect on the AGENCY or COUNTY. The AGENCY shall report critical incidents electronically to the COUNTY at <a href="https://linear.com/HSContracts@pinellas.gov">HSContracts@pinellas.gov</a> and the Contract Manager. The AGENCY may use an AGENCY Incident Reporting form or the COUNTY Critical Incident Report Form, however, all submissions shall include full details and disposition of the incident, excluding personally identifying information of involved parties.

# 8. Assignment/Subcontracting

- **a.** This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred, or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.
- b. The AGENCY is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. The AGENCY shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the COUNTY, without the prior written consent of the COUNTY, which shall be determined by the COUNTY in its sole discretion.
- c. The **AGENCY** is responsible for monitoring subcontracts and documentation of such subcontract monitoring shall be submitted to the **COUNTY** within thirty (30) calendar days following the completion of monitoring activities.

# 9. Non-Exclusive Services.

During the term of this Agreement, and any extensions thereof, the **COUNTY** reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

# 10. Indemnification.

The AGENCY agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the COUNTY, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of the AGENCY; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the COUNTY.

#### 11. Public Entities Crimes

The **AGENCY** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to the **COUNTY** that **AGENCY** is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein.

Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

# 12. <u>Business Practices and Documentation</u>

- a. The AGENCY shall utilize financial procedures in accordance with generally accepted accounting procedures and Florida Statutes, including adequate supporting documents, to account for the use of funds provided by the COUNTY.
- b. The AGENCY shall annually provide a copy of the AGENCY's most recent completed financial audit and management letter to the COUNTY within thirty (30) calendars days of completion, not to exceed nine months from the AGENCY's fiscal year-end. A copy of the AGENCY's 990 shall be accepted in lieu of the audit in the event a financial audit is not required for the AGENCY.
- c. The AGENCY shall maintain and provide the following documents to the COUNTY within thirty (30) calendar days of the execution of this Agreement, annually thereafter, and within thirty (30) calendar days of revision throughout the term of this Agreement.
  - i. Membership list of governing board including mailing address, email addressed and phone number for Board Chair,
  - ii. All legally required licenses,
  - iii. Certificate(s) of Insurance,
  - iv. Current job descriptions for program staff positions and AGENCY
     Organizational Chart,
  - v. AGENCY licenses,
  - vi. Accreditations, and
  - vii. Match documentation, as applicable

- d. The AGENCY shall maintain and provide the following documents within thirty (30) calendar days of the execution of this Agreement, and upon request by the COUNTY thereafter.
  - i. W-9,
  - ii. Articles of Incorporation,
  - iii. IRS Status Certification/501 (c)(3) status, if applicable,
  - iv. AGENCY By-Laws including legal signing authority, Equal Employment
    Opportunity Policies, Asset Management Policy and Procedures,
  - v. Internal Control Questionnaire and corresponding documents including but not limited to Financial Policies and Procedures, Conflict of Interest Policies, Records Retention policies, Procurement Policies, Program Fee and or Program Income Policies, Equipment Management Policy, and/or a Federally Approved Indirect Cost Rate Agreement,
  - vi. Conflict of Interest Policy
  - vii. E-VERIFY Attestation and Registration, consistent with Section 14,

# 22. Monitoring and Audit

- a. The AGENCY will comply with COUNTY and departmental policies and procedures including, but not limited to contract monitoring and performance improvement.
- b. The AGENCY will cooperate in monitoring site visits including, but not limited to, access to sites, staff, fiscal and client records as well as programmatic documents. The AGENCY shall provide related information at any reasonable time.
- c. The **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.

- d. The AGENCY shall submit monitoring or site visit reports for any monitoring of the program funded in whole or in part by the COUNTY that are conducted by federal, state, or local governmental AGENCY, or other funders within ten (10) days of the AGENCY' receipt of the monitoring report.
- e. If the AGENCY receives licensing and accreditation reviews, each review shall be submitted to the COUNTY within ten (10) days of receipt by the AGENCY.
- **f.** All monitoring reports will be as detailed as may be reasonably requested by the **COUNTY** and will be deemed incomplete if not satisfactory to the **COUNTY** as determined in its sole reasonable discretion. Reports will contain the information or be in the format as may be requested by the **COUNTY**. If approved by the **COUNTY**, the **COUNTY** will accept a report from another monitoring agency in lieu of reports customarily required by the **COUNTY**.
- g. The AGENCY shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the COUNTY reserves the right to examine and/or audit such records.

# 23. Non-Expendable Property

For the purposes of this Agreement, non-expendable property shall mean all property which will not be consumed or lose its identity, which costs \$5,000.00 more per unit, and which has a life expectancy in excess of one (1) year.

- a. The **AGENCY** shall list any non-expendable property purchased by these funds according to description, model, serial number, date of acquisition, and cost.
  - **b.** The **COUNTY** reserves the right to have its agent personally inspect said property.
  - **c.** The **AGENCY** shall own any non-expendable property purchased by funds from

this grant subject to the following conditions:

- i. The **AGENCY** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;
- ii. The **AGENCY** shall use said property for the purposes of the program herein, or for similar purposes;
- iii. The COUNTY shall have the right to take exclusive possession, control, and all other ownership rights of said property whose value exceeds \$5,000.00 at any time prior to the expiration of this Agreement, if the AGENCY violates any provision of this Agreement, or if the AGENCY fails to use the property for the purposes of the project herein, or if the AGENCY ceases to exist for the purposes of this Agreement; and
- iv. The AGENCY shall reimburse funds to the COUNTY totaling a proportional share of the fair value of any non-expendable property purchased by the AGENCY with funding obtained through this Agreement: i., which is sold, ii. or if the AGENCY fails to use the property for the purposes of the project herein, iii. or if the AGENCY ceases to exist for the purposes of this Agreement. The share due the COUNTY shall be determined by the proportion of COUNTY funding used to purchase non-expendable property. The COUNTY at its option may waive this requirement and allow the AGENCY to retain any funds received from such sale.

# 24. Public Records

The AGENCY acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The AGENCY agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the AGENCY policies, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires the AGENCY perform the following:

- **a.** Keep and maintain public records required by the **COUNTY** to perform the service.
- **b.** Upon request from the **COUNTY**'s custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are deemed exempt and/or confidential are exempted from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the AGENCY does not transfer the records to the COUNTY.
- d. Should the AGENCY receive a public records request for records pertaining to the COUNTY, or services funded by the COUNTY, the AGENCY shall provide notification to the COUNTY within two (2) business days of the date of the records request. This notification is for information purposes only and shall not delay the AGENCY response to the public records request.

e. Upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of the AGENCY or keep and maintain public records required by the COUNTY to perform the service. If the contractor transfers all public records to the COUNTY upon completion of the contract, the AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's public agency's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Liaison

440 Court St., 2<sup>nd</sup> Floor

Clearwater, FL 33756

HSContracts@pinellas.gov

(727) 464-8445

# 25. Nondiscrimination

a. Pursuant to Section 2.02(e) of the Pinellas County Code Protection of human rights, the **COUNTY** shall establish provisions, pursuant to state and federal law, for protection of human

rights from discrimination based upon religion, political affiliation, race, color, age, sex, or national origin by providing and ensuring equal rights and opportunities for all people of Pinellas County.

- **b.** The **AGENCY** shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or against any client because of age, sex, race, ethnicity, color, religion, national origin, disability, marital status, or sexual orientation.
- c. The **AGENCY** shall not discriminate against any person on the basis of age, sex, race, ethnicity, color, religion, national origin, disability, marital status or sexual orientation in admission, treatment, or participation in its programs, services and activities.
- d. The AGENCY shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.
- **e.** At no time will clients served under this Agreement be segregated or separated in a manner that may distinguish them from other clients being served by the **AGENCY**.

# 26. Conflicts of Interest

a. No officer, member, or employee of the COUNTY, and no member of its governing body, and no other public official of the governing body of any locality in which the program is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of this program, shall participate in any decisions relating to this Agreement which affect his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor shall any such officer, member, or employee of the COUNTY, or any member of its governing body, or public

official of the governing body, or public official of the governing body of any locality in which the program is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this program, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

b. The AGENCY shall promptly notify the COUNTY in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the AGENCY is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the AGENCY may identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion within ten (10) calendar days of receipt of notification by the AGENCY, which shall be binding on the AGENCY.

### 27. <u>Independent Contractor</u>

It is expressly understood and agreed by the parties that the AGENCY is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the COUNTY. No agent, employee, or servant of the AGENCY shall be, or shall be deemed to be, the agent or servant of the COUNTY. None of the benefits provided by the COUNTY to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from the COUNTY to the employees, agents, or servants of the AGENCY.

# 28. Additional Funding

Funds from this Agreement shall be used as the matching portion for any federal grant only in the manner provided by federal and state law and applicable federal and state rules and regulations. The AGENCY agrees to make all reasonable efforts to obtain funding from additional sources wherever said AGENCY may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the COUNTY, in advance of a commitment of COUNTY funds as match.

#### 29. Amendment/Modification

In addition to applicable federal, state, and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning the matters covered herein. Unless specifically indicated herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved by the parties. Budget or operational modifications that do not result in an increase of funding, change the underlying public purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY**, which is attached hereto and incorporated herein as Attachment 1.

### 30. Agreement Management and Notice

All notices and other communications referred to and required herein must either be given by US Postal Service mail or email, unless otherwise specified herein, to the parties as shown below. The effective date of any notice sent via US mail shall be the date it is deposited in the mail, postage prepaid, certified or registered, return receipt requested, or if email, the date sent to

the email address set forth below. Each party must advise the other parties of any status change concerning this Notice section.

Pinellas County Human Services designates the following person(s) as the liaison for the **COUNTY:** 

Maggie Miles, Grant Manager Sara Gordils, Contracts Section Manager

Pinellas County Human Services Pinellas County Human Services

440 Court Street, 2<sup>nd</sup> Floor 440 Court Street, 2<sup>nd</sup> Floor

Clearwater, Florida 33756 Clearwater, Florida 33756

<u>mamiles@pinellas.gov</u> and <u>sgordils@pinellas.gov</u>

**AGENCY** designates the following person(s) as the liaison:

Jack Shaw, Director of Residential Services

WestCare GulfCoast-Florida, Inc.

1735 Martin Luther King Jr. Street, S. St, Petersburg, FL 33705

jack.shaw@westcare.com

### 31. <u>Termination</u>

- a. Any party may withdraw from this Agreement without cause by giving thirty (30) days prior notice to the **COUNTY** in writing of the intention to cancel. withdraw. In the event of the withdrawal of one (1) or more parties, the Agreement stays in place for the remaining parties.
- **b.** Failure of the **AGENCY** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected, the **AGENCY** shall be given no less than thirty (30) calendar

days to cure said breach. If the **AGENCY** fail to cure, or if the breach is of the nature that the **COUNTY** has determined cannot be corrected, or that the harm caused cannot be undone, the **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCY**.

- c. In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **AGENCY** of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the **COUNTY**.
- d. In the event the AGENCY use any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the AGENCY shall repay such amount and, at the option of the COUNTY, be deemed to have waived the privilege of receiving additional funds under this Agreement.

# 32. Governing Law

The laws of the State of Florida shall govern this Agreement.

### 33. Conformity to the Law

The **AGENCY** shall comply with all federal, state, and local laws and ordinances and any rules or regulations adopted thereunder.

### 34. Prior Agreement, Waiver, and Severability

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties in regard to this matter. The waiver of either party of a violation or default of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent violation or default hereof. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this

Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the day and year written below.

APPROVED AS TO FORM

Office of the County Attorney

By: Cody J. Ward

PINELLAS COUNTY, FLORIDA, by and through its Board of County Commissioner By:  Brian Scott, Chair	
Date: January 28 , 2025	
ATTEST: KEN BURKE, OLERK  By: Allymarchie  SEAL  SEAL  SCOUNTY COMMISSION  SOURCE  SEAL  S	
WestCare GulfCoast – Florida, Inc. By:	
Danny Blanco, COO	
Executed pursuant to authority und Resolution WCGC 2024-02	ler
Date:, 2025	