

HUMAN SERVICES FUNDING AGREEMENT

THIS AGREEMENT (Agreement), effective upon the date executed below, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and **CROSS & ANVIL HUMAN SERVICES, INC.**, a non-profit Florida corporation, whose address is 1201 7TH Avenue South, St. Petersburg, FL 33705, hereinafter called the "**FUNDS RECIPIENT**."

WITNESSETH:

WHEREAS, the **COUNTY** received funds through a settlement ("Settlement") with parties responsible for the Deepwater Horizon accident which affected the Gulf of Mexico and communities in the region including Pinellas County; and

WHEREAS, the **COUNTY** has identified and approved projects intended to benefit the public or serves a public benefit that the Board of County Commissioners intends to be enhanced with the funding from the Settlement; and

WHEREAS, on December 13, 2016, the Board of County Commissioners approved a resolution delegating to the County Administrator the authority to enter into agreements with entities necessary to effectuate the approved projects within the amounts approved by the Board of County Commissioners for each project; and

WHEREAS, on April 24, 2018, the Board of County Commissioners re-appropriated funding to support the "Winning Reading Boost" project; and

WHEREAS, **FUNDS RECIPIENT** is one of the entities necessary to effectuate the "Winning Reading Boost" project approved by the Board of County Commissioners; and

NOW THEREFORE, the **FUNDS RECIPIENT** agrees, in exchange for the funds to be provided by the **COUNTY**, and as further described herein to support the "Winning Reading Boost" project in accordance with the terms as described below.

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

1. Scope of Services.

FUNDS RECIPIENT will implement and administer the “Winning Reading Boost” program in an after-school setting in south St. Petersburg in accordance with the proposal attached herein (Attachment 1). **FUNDS RECIPIENT** will oversee the recruitment of teachers, selection of students, engagement of parents and volunteers, and all facets of program implementation. Additionally, **FUNDS RECIPIENT** may subcontract with the University of Florida for needs such as curriculum materials, training, evaluation, and personnel.

2. Term of Agreement.

The services of the **FUNDS RECIPIENT** shall commence retroactively to April 25, 2018, and the agreement shall expire on December 31, 2018. Ongoing performance measures established in accordance with Section 4 may continue to be reported for a period of up to three years from the expiration date as defined by the **COUNTY**.

3. Compensation.

a) The **COUNTY** agrees to reimburse and/or advance the **FUNDS RECIPIENT** for costs incurred in an amount not to exceed **NINETY THOUSAND DOLLARS AND NO/100** (\$90,000.00) for the services described in Section 1 of this Agreement. Eligible costs include program personnel, contracted services and materials, operational supplies, and direct service expenses, but may be modified by the **COUNTY** in writing without the need to further amend this agreement.

b) All requests for reimbursement payments and/or supporting documentation for an advanced payment must be submitted on a monthly basis and shall consist of an invoice for the monthly amount, signed by an authorized **FUNDS RECIPIENT** representative, and accompanied

by receipts, paystubs, cancelled checks, and other documentation of expenditures made. Invoices shall be sent electronically to the Contract Manager on a monthly basis within thirty (30) days of the end of the month. The **COUNTY** shall not reimburse the **FUNDS RECIPIENT** 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. **COUNTY** shall not reimburse **FUNDS RECIPIENT** for any expenditures in excess of the amount budgeted without prior approval or notification.

c) The **COUNTY** shall reimburse to the **FUNDS RECIPIENT** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.

d) 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 shall be withheld by the **COUNTY**.

4. Performance Measures.

The **FUNDS RECIPIENT** agrees to submit Program Outcomes Reports to the **COUNTY**. The **COUNTY** will establish reporting elements, timeline and format in coordination with the **FUNDS RECIPIENT**. The **COUNTY** reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved. Where no activity has occurred within a period, the **FUNDS RECIPIENT** shall provide a written explanation for non-activity during the period.

5. 211 Tampa Bay Cares Database

As a condition of receipt of a funding award from Pinellas County, the **FUNDS RECIPIENT** agrees to list new or updated program data in the 211 Tampa Bay Cares, Inc. online database.

6. Monitoring.

a) **FUNDS RECIPIENT** will comply with **COUNTY** and Human Services departmental policies and procedures.

b) **FUNDS RECIPIENT** will cooperate in monitoring site visits including, but not limited to, review of staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.

c) **FUNDS RECIPIENT** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.

d) **FUNDS RECIPIENT** will submit reports on any monitoring of the program funded in whole or in part by the **COUNTY** that are conducted by federal, state or local governmental agencies or other funders.

e) If the **FUNDS RECIPIENT** receives accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **FUNDS RECIPIENT**.

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**.

7. Documentation.

The **FUNDS RECIPIENT** shall maintain and provide the following documents upon

request by the **COUNTY** within three (3) business days of receiving the request.

- a. Articles of Incorporation
- b. FUNDS RECIPIENT By-Laws
- c. Past 12 months of financial statements and receipts
- d. Membership list of governing board
- e. All legally required licenses
- f. Latest agency financial audit and management letter
- g. Biographical data on the FUNDS RECIPIENT chief executive and program director
- h. Equal Employment Opportunity Program
- i. Inventory system – (equipment records)
- j. IRS Status Certification/501 (c) (3)
- k. Current job descriptions for staff positions
- l. Match documentation

8. Amendment/Modification.

In addition to applicable federal, state and local statutes and regulations, this Agreement expresses the entire understanding of the parties concerning all matters covered 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 modifications that do not result in an increase of funding, change the purpose of this Agreement or otherwise amend the terms of this Agreement shall be submitted in the format prescribed and provided by the **COUNTY**. (See Attachment 2.)

9. Cancellation.

a) If the **FUNDS RECIPIENT** fails to fulfill or abide by any of the provisions of this Agreement, **FUNDS RECIPIENT** shall be considered in material breach of the Agreement. Where a material breach can be corrected, **FUNDS RECIPIENT** shall be given thirty (30) days to cure said breach. If **FUNDS RECIPIENT** fails to cure, or if the breach is of the nature that the harm caused cannot be undone, **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **FUNDS RECIPIENT**.

b) In the event the **FUNDS RECIPIENT** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **FUNDS RECIPIENT** shall, at the option of the **COUNTY**, repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement.

c) In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **FUNDS RECIPIENT** 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**.

10. 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 **FUNDS RECIPIENT** 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 **FUNDS RECIPIENT** 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.

11. Indemnification.

The **FUNDS RECIPIENT** 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 **FUNDS RECIPIENT**; 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; except only such injury or damage as shall have been occasioned by the sole negligence of the **COUNTY**.

12. Insurance.

The **FUNDS RECIPIENT** shall maintain insurance covering all aspects of its operation dealing with this Agreement as specified in Attachment 3, and provide a Certificate of Insurance to the **COUNTY**. The insurance requirements shall remain in effect throughout the term of this Agreement.

13. Nondiscrimination.

a) The **FUNDS RECIPIENT** 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.

b) The **FUNDS RECIPIENT** 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.

c) The **FUNDS RECIPIENT** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

d) 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 **FUNDS RECIPIENT**.

14. Independent Contractor.

It is expressly understood and agreed by the parties that **FUNDS RECIPIENT** 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 **FUNDS RECIPIENT** 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 **COUNTY** to the employees, agents, or servants of the **FUNDS RECIPIENT**.

15. 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 **FUNDS RECIPIENT** agrees to make all reasonable efforts to obtain funding from additional sources wherever said **FUNDS RECIPIENT** may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the **COUNTY**.

16. Governing Law.

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

17. Public Records.

The **FUNDS RECIPIENT** 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 **FUNDS RECIPIENT** 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 **FUNDS RECIPIENT** policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the **FUNDS RECIPIENT** agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

18. Conformity to the Law.

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

19. Prior Agreement, Waiver, and Severability.

This Agreement supersedes any prior Agreements between the Parties and is the sole basis for agreement between the Parties. 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.

20. Agreement Management.

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

COUNTY:

Tim Burns
Director of Operations
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

FUNDS RECIPIENT designates the following person(s) as the liaison:

Pastor Williams
Cross & Anvil Human Services, Inc.
1201 7TH Avenue South
St. Petersburg, FL 33705

SIGNATURE PAGE FOLLOWS


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

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By: 
Mark Woodard


Date: June 20, 2018

Cross & Anvil Human Services, Inc.

By: 

Title: partner

Date: 6/6, 2018

APPROVED AS TO FORM
By: 
Office of the County Attorney