

FUNDING AGREEMENT

This Agreement, effective upon the date executed below, by and between Pinellas County, a political subdivision of the State of Florida (hereinafter "**COUNTY**"), and Golden Generations, Inc., (hereinafter "**FUNDS RECIPIENT**").

Recitals

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 Resolution 16-90 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, **FUNDS RECIPIENT** is one of the entities necessary to effectuate the My Sistah's Place 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 provide one-time capital funds to satisfy the mortgage and renovate the My Sistah's Place, two-bedroom program home, in accordance with the terms as described below.

1. Compensation.

- a. **The COUNTY** agrees to provide an amount not to exceed \$100,000.00 to Funds Recipient for the scope of work described in Section 2 of this Agreement.
- b. All requests for payments submitted shall consist of an invoice for the award amount, signed by an authorized **FUNDS RECIPIENT** representative, and accompanied by a completed Payee Information Sheet (Attachment A) and required documentation (mortgage payoff statement; detailed, official quotes for all renovation work; and detailed, signed receipts for all mortgage-related payment documentation). The invoice shall be sent electronically to the **COUNTY** no later than 90 days prior to the expiration of this Agreement.
- c. The **COUNTY** shall reimburse and/or advance the **FUNDS RECIPIENT** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation is 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**.

2. Scope of Work.

- a. The goal of the My Sistah's Place Project (hereinafter "Project") is to provide young women who age out of foster care with housing while they receive life skills training to support their efforts to achieve self-sufficiency.
- b. **FUNDS RECIPIENT** agrees to satisfy the mortgage of 2920 Pallanza Drive South, St. Petersburg, FL, 33705, and to renovate the home.
- c. Within 30 days of mortgage satisfaction **FUNDS RECIPIENT** shall provide an original satisfaction/release of mortgage letter.
- d. Within 30 days of completing renovation work, **FUNDS RECIPIENT** shall detailed, signed receipts for all renovation work.
- e. **FUNDS RECIPIENT** agrees to enter into a Land Use Restriction Agreement (Attachment B).
- f. The scope of work shall not be altered without written approval of the **COUNTY**.

3. Term of Agreement.

The term of performance of the **FUNDS RECIPIENT** shall commence upon execution of this Agreement and shall expire on December 31, 2017.

4. Conditions Subsequent.

The **FUNDS RECIPIENT** agrees to reimburse the **COUNTY** for failure to comply with these conditions:

- a. The **FUNDS RECIPIENT** shall not sell the property prior to September 30, 2027, without a Ninety (90) day written notice to the **COUNTY**.
- b. The **FUNDS RECIPIENT** agrees to provide a yearly report detailing information on the property and the Project to the **COUNTY** upon request. The **COUNTY** reserves the right to amend reporting requests as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved.

5. 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**.

6. 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**.

7. 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 Scope of Work required by this Agreement and for completion of all subcontractor work, if authorized as provided herein.

8. Conformity to the Law.

The **FUNDS RECIPIENT**, its employees, agents and contractors shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder. The laws of the State of Florida shall govern this Agreement.

9. Conditions Subsequent, Rights of First Refusal or Reversionary interests in Real Estate or Real Estate debt upon which County funds are spent.

To the extent that funds provided by the **COUNTY** pursuant to this Agreement are used to: pay off debt relating to Real Property, make improvements to Real Property, or improve personal property to be used in an ongoing Project, in the event that the Real Property or personal property is offered for sale during the period of Land Use Restriction, right of first refusal must be given to eligible non-profits for purchase at current market value for continued use consistent with the Scope of Work.

10. Cancellation.

- a) The **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the **FUNDS RECIPIENT** in writing of the intention to cancel, or with cause if at any time the **FUNDS RECIPIENT** fails to fulfill or abide by any of the terms or conditions specified. Failure of the **FUNDS RECIPIENT** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the **COUNTY**.
- 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.

11. 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.

12. Agreement Management.

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

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

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

Juanita Suber, President/CEO
Golden Generations, Inc.
2900 Pellanza Dr. S.
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



Mark Woodard

Date: April 12, 2017

Golden Generations, Inc.

By: 

Title

Date: 3/28, 2017

APPROVED AS TO FORM

By: 

Office of the County Attorney