

## 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 In Touch With Communities Around the World, Inc./DBA Arts Conservatory for Teens, (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 adopted 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 Community Access 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 transportation and access to at-risk youth and teens for educational and cultural activities in accordance with the terms as described below.

#### **1. Compensation.**

- a. **COUNTY** agrees to provide an amount not to exceed \$70,000.00 to **Funds Recipient** for the scope of work described in Section 2 of this Agreement.
- b. All requests for payments shall consist of an invoice for the award amount, signed by an authorized **FUNDS RECIPIENT** representative, and accompanied by a quote for the estimated cost of purchases, and shall be submitted electronically to the **COUNTY** within 60 days of execution of this Agreement. Thereafter, within 60 days of the purchase of the vehicles, a purchase receipt and copy of the title documents shall be sent electronically to the **COUNTY** to verify completion of the purchase. The **COUNTY** shall not reimburse or remit payment to the **FUNDS RECIPIENT** in excess of the amount budgeted. As one-time funding, the **FUNDS RECIPIENT** is responsible for all future construction, operational, and maintenance costs of the facility and program outside of the compensation provided for in this agreement.
- c. The **COUNTY** shall remit payment 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**.

**2. Scope of Work.**

- a. The goal of the Community Access Project (hereinafter "Project") is to provide access afterschool to at-risk youth and teens to educational support and cultural activities in underserved communities throughout the County.
- b. **FUNDS RECIPIENT** agrees to purchase two (2) 15-passenger vans for afterschool educational and cultural enrichment activities.
- c. **FUNDS RECIPIENT** agrees to be responsible for operation and maintenance costs for the vehicles.
- d. 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.**

**FUNDS RECIPIENT** agrees to reimburse the **COUNTY** the assessed value of the vehicles for failure to comply with these conditions:

- a. **FUNDS RECIPIENT** shall not sell the (2) 15-passenger vans prior to December 31, 2022, without prior **COUNTY** approval. **FUNDS RECIPIENT** agrees to execute a State of Florida vehicle lien with the **COUNTY** upon purchase of the vehicles, if requested by the **COUNTY**.
- b. **FUNDS RECIPIENT** continues to be responsible for operation and maintenance costs for the vehicles.
- c. **FUNDS RECIPIENT** agrees to provide information on the van utilization under the program to the **COUNTY** upon request. Information reported will include comparison to 2016 performance in relation to the scope of transport services.

**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 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.

**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.

**9. 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.

**10. 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.

**11. 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, 2<sup>nd</sup> Floor  
Clearwater, Florida 33756

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

Herbert Murphy, President  
Arts Conservatory for Teens  
1111 18<sup>th</sup> 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

\_\_\_\_\_  
Mark Woodard

Date: \_\_\_\_\_, 2017

In Touch With Communities Around the  
World, Inc./DBA Arts Conservatory for  
Teens

By: \_\_\_\_\_

\_\_\_\_\_  
Title

Date: \_\_\_\_\_, 2017

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: \_\_\_\_\_  
Assistant County Attorney