

ALCOHOL AND DRUG ABUSE TRUST FUND
GRANT AGREEMENT

THIS AGREEMENT (Agreement), 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 **BOLEY CENTERS, INC.; DIRECTIONS FOR MENTAL HEALTH, INC., D/B/A DIRECTIONS FOR LIVING; FAMILY RESOURCES, INC.; OPERATION PAR, INC.; PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC.; AND WESTCARE GULFCOAST-FLORIDA, INC.;** six non-profit Florida corporations, hereinafter called the "**AGENCIES**."

WITNESSETH:

WHEREAS, the Substance Abuse Advisory Board (SAAB) reviewed applications for grant funding in order to most effectively distribute funds provided by the **COUNTY** for the purpose of addressing issues of alcohol and drug abuse; and

WHEREAS, the SAAB determined the **AGENCIES** 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 **AGENCIES** are providing an essential service within the community; and

WHEREAS, the **AGENCIES** have demonstrated financial need. and

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. Grant Offer to the AGENCIES

COUNTY hereby makes a grant offer to the AGENCIES under the terms and conditions of this Agreement and applicable rules and regulations of the Board of County Commissioners of Pinellas County and the Substance Abuse Advisory Board of Pinellas County for the following program(s) contained and detailed in attachment (Exhibit #1), incorporated by reference into this Agreement.

3. Scope of Services.

The AGENCIES agree to undertake, perform and complete the one-time, non-recurring expenditures described in Exhibit #1 of this Agreement. By accepting this grant through reimbursement of purchases or expenditures, the AGENCIES are stating a commitment to enhance the delivery of services to the citizens of Pinellas County.

4. Term of Agreement.

- a. The purchases and expenditures of the AGENCIES shall commence October 1, 2021, and the Agreement shall expire and be fully performed by September 30, 2022.
- b. The AGENCIES shall attend all SAAB meetings and present their final report to the SAAB at last meeting before the end of the fiscal year.

5. Compensation.

a. The COUNTY agrees to pay the AGENCIES an amount not to exceed the total sum of forty thousand dollars (\$40,000.00) for the one-time, non-recurring expenditures described in Section 3 of this Agreement and the related attachments. All requests for reimbursement payments shall be accompanied by a report consistent with Section 6 of this Agreement.

b. All requests for reimbursement payments must be submitted electronically to the Contract Manager, before the end of the Fiscal Year (September 30, 2022). Invoices shall be signed by an authorized AGENCY representative and accompanied by documentation including the cost of goods purchased, invoices, and/or receipts, which verify the purchases for which reimbursement is sought, as applicable and required by COUNTY. The COUNTY shall not reimburse the AGENCIES for any expenditures in excess of the amount awarded. Invoicing due dates may be shortened as necessary to meet fiscal year deadlines or grant requirements.

c. The COUNTY shall reimburse to the AGENCIES 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. Payment of these committed funds pursuant to this Agreement is subject to availability of funds.

6. Performance Measures.

a. The AGENCIES agree to submit reports to the COUNTY with reimbursement requests signed by an authorized Agency representative, which consists of a combined financial budget and expenditure report. This submission shall also contain copies of checks, invoices or other supporting documentation relating to expenses incurred to date in accordance with the performance of this Agreement. Where no activity has occurred, the AGENCIES shall provide a written explanation for non-activity during the life of the Agreement.

b. The COUNTY may withhold payment until an adequately complete report, approved by the County, is submitted. The COUNTY shall provide an explanation for why a report is not in compliance with this provision.

c. The **COUNTY** may withhold payment when a report is not submitted prior to the last working day of the month following the end of the Agreement.

d. Failure of the **AGENCIES** to submit a report shall constitute a forfeiture of available funding for the current fiscal year.

7. Monitoring.

a. **AGENCIES** will comply with **COUNTY** and departmental policies and procedures.

b. **AGENCIES** 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. **AGENCIES** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.

d. **AGENCIES** 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 **AGENCIES** receive accreditation reviews, each accreditation review will be submitted to the **COUNTY** after receipt by **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**.

8. Special Situations.

AGENCIES agree to inform **COUNTY** within one (1) business day of any circumstances or events which may reasonably be considered to jeopardize its capability to continue to meet its obligations under the terms of this Agreement. Circumstances or events may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the **AGENCIES'** or **COUNTY's** ability to protect and serve its participants, or other significant effect on the **AGENCIES** or **COUNTY**. Circumstances or events shall be reported to the designated **COUNTY** contact in the form prescribed by the **COUNTY**.

9. 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 SAAB.

10. Termination.

a. If the **AGENCIES** fail to fulfill or abide by any of the provisions of this Agreement, **AGENCIES** shall be considered in material breach of the Agreement. Where the **COUNTY** determines that a material breach can be corrected, **AGENCIES** shall be given thirty (30) days to cure said breach. If **AGENCIES** 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, **COUNTY** may immediately terminate this Agreement, with cause, upon notice in writing to the **AGENCIES**.

b. In the event the **AGENCIES** use any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **AGENCIES** 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.

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

11. 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 is in violation of this section.

12. Indemnification.

The **AGENCIES** agree 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 **AGENCIES**; 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**.

13. Insurance.

The **AGENCIES** must maintain insurance covering all aspects of its operation dealing with this Agreement. The insurance requirements shall remain in effect throughout the term of this Agreement.

14. Business Practices.

a. The **AGENCIES** must 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 **AGENCIES** must retain all records (programmatic, property, personnel, and financial) relating to this Agreement for three (3) years after final payment is made.

c. All **AGENCIES** records relating to this Agreement shall be subject to audit by the **COUNTY** and the **AGENCIES** shall provide an independent audit to the **COUNTY**, if so requested by the **COUNTY**.

d. All equipment secured with funding under this Agreement must be retained by the **AGENCIES** and utilized for the purposes consistent with Section 3 of this Agreement. Equipment not used for purposes consistent with Section 3 shall immediately be returned to the County and result in termination of agreement.

15. Public Records.

The **AGENCIES** acknowledge 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 **AGENCIES** agree 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 **AGENCIES** policies, including but not limited to the Section

119.0701, Florida Statutes. Specifically, section 119.0701 requires **AGENCIES** 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 exempt or confidential and exempt 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 **AGENCIES** do not transfer the records to the **COUNTY**.
- d. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **AGENCIES** 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 **AGENCIES** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **AGENCIES** keep and maintain public records upon completion of the contract, the **AGENCIES** 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 **AGENCIES** HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **AGENCIES**' DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Records Liaison
440 Court St., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

16. 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 **AGENCIES** 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 **AGENCIES** are in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the **AGENCIES** may identify the prospective business association, interest or circumstance, the nature of work that the **AGENCIES** 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 **AGENCIES**. The **COUNTY**

agrees to notify the **AGENCIES** of its opinion within (10) calendar days of receipt of notification by the **AGENCIES**, which shall be binding on the **AGENCIES**.

17. Independent Contractor.

It is expressly understood and agreed by the parties that **AGENCIES** are 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 **AGENCIES** 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 **AGENCIES**.

18. Governing Law.

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

19. Conformity to the Law.

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

20. 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.

21. Agreement Management.

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

COUNTY:


SAAB Contract Liaison

Julie Wason
Justice Coordination
440 Court Street, Second Floor
Clearwater, Florida 33756
Telephone 727-464-8423
E-mail jpwason@pinellascounty.org

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: 

Barry A. Burton

Date: June 23, 2021

APPROVED AS TO FORM

By: 

Office of the County Attorney

BOLEY CENTERS, INC.

By:  _____

Printed Name: Gary MacMath

Title: President/CEO

Date: 5/14/2021

DIRECTIONS FOR MENTAL HEALTH, INC.,
D/B/A DIRECTIONS FOR LIVING

By: 

Printed Name: April Lott

Title: President + CEO

Date: 5/24/2021

FAMILY RESOURCES, INC.

By: 

Printed Name: Nicole Leslie

Title: VP of Residential & RHY Services

Date: 5/14/2021

OPERATION PAR, INC.

By: *Dianne L. Clarke, PhD, CAP*

Printed Name: Dianne L. Clarke, PhD, CAP

Title: CEO

Date: 5/17/2021

PERSONAL ENRICHMENT THROUGH
MENTAL HEALTH SERVICES, INC.

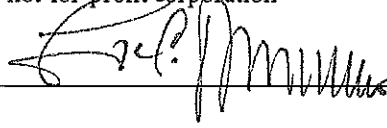
By: Maxine Booker

Printed Name: Maxine Booker

Title: CEO/President

Date: 05 / 14 / 2021

WESTCARE GULFCOAST-FLORIDA, INC.
a FL 501c3 not-for-profit corporation

By:  _____

Printed Name: Frank C. Rabbito

Title: COO

Date: 5/18/2021

Executed pursuant to authority under
Resolution WCGC 2021-01



**EXHIBIT #1
SCOPE OF SERVICES**

**DRUG AND ALCOHOL ABUSE TRUST FUND
FISCAL YEAR 2021-2022
AVAILABLE FUNDS: \$40,000**

APPLICANT	PROJECT TITLE	RECOMMENDED AMOUNT	SUMMARY
Boley Centers	Keonig Center AC Unit Replacements	\$10,000.00	Replace two of the eight air conditioning units: a 1991 2.5 ton HPAC unit in dining room and a 1999 2 ton SCAC unit in meeting room.
Directions for Living	Plumbing for Primary Care Offices	\$3,000.00	To cover the costs of running hot and cold water lines for hand sinks in two unused offices to convert them into primary care offices.
Family Resources	SafePlace2B Dining Room Furniture	\$5,500.00	Durable commercial grade dining tables and chairs for youth shelter.
Operation PAR	Residential Mattress Replacement	\$7,000.00	Durable foam mattresses for the residential programs.
Personal Enrichment Through Mental Health Services, INC (PEMHS)	Thermal Scanner and Centralized Data Management Project	\$6,228.00	V3 Enterprise Thermal Scanner with Freestanding Pedestal / Integrated WiFi Bridge / QR Code Functions / Badge Printer 2
WestCare	WC Davis Bradley Center Refrigerator and Freezer	\$8,272.00	Commercial Freezer and Commercial Refrigerator at the Davis Bradley Community Involvement Center.
TOTAL		\$40,000.00	