

HUMAN SERVICES FUNDING AGREEMENT

Alcohol and Drug Abuse Trust Fund Grant

Legistar ID Number: 23-0987D

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 **BOLEY CENTERS, INC.; GULF COAST JEWISH FAMILY AND COMMUNITY SERVICES, INC.; OPERATION PAR, INC.; PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC.; AND WESTCARE GULFCOAST-FLORIDA, INC.**; six non-profit Florida corporations, hereinafter collectively referred to as the "AGENCIES" and individually as each AGENCY.

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.

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.

Each **AGENCY** agrees to undertake, perform, and complete the one-time, non-recurring expenditures described in Appendix A of this Agreement. By accepting this grant through reimbursement of purchases or expenditures, each **AGENCY** is stating a commitment to enhance the delivery of services to the citizens of Pinellas County.

3. Term of Agreement.

This Agreement is effective upon execution by all parties and shall expire on September 30, 2024. All purchases under this Agreement must be fully completed and invoiced during this term.

4. Compensation.

a. The **COUNTY** agrees to pay **BOLEY CENTERS, INC.** an amount not to exceed the total sum of **\$5,032.91**; **GULF COAST JEWISH FAMILY AND COMMUNITY SERVICES, INC.** an amount not to exceed the total sum of **\$3,927.81**; **OPERATION PAR, INC.** an amount not to exceed the total sum of **\$9,749.50**; **PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC.** an amount not to exceed the total sum of **\$5,399.52**; AND **WESTCARE GULFCOAST-FLORIDA, INC.** an amount not to exceed the total sum of **\$9,942.00** 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 Contract Manager before the end of the Fiscal Year (September 30, 2024). The **COUNTY** shall not reimburse the **AGENCY** for any expenditures in excess of the amount budgeted without prior approval or notification.

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**.

5. Performance Measures.

a. Each **AGENCY** agrees 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 **AGENCY** shall provide a written explanation for non-activity during the life of the Agreement.

b. A presentation along with a written report will be provided by each **AGENCY** at the Fall 2024 SAAB meeting.

6. Personnel

a. Each **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 their Contract Manager 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'S** 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.

7. E-VERIFY

a. Each **AGENCY** must register with and use the E-verify system in accordance with Florida Statute 448.095. The **AGENCIES** shall submit an affidavit of compliance with this section at the start of this agreement.

b. If the **AGENCIES** enter into a contract with a Subcontractor, the Subcontractor must provide the **AGENCIES** 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. Each **AGENCY** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by that **AGENCY**, the **AGENCY** may not be awarded a public contract for at least one (1) year. Each **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. Each **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. That **AGENCY** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

8. Special Situations.

Each **AGENCY** agrees to inform the **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. 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. Each **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 **AGENCIES** 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.

10. Indemnification.

Each 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 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; 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.

Each 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 AGENCIES 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. Business Practices and Documentation.

a. Each **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. Each **AGENCY** shall provide an independent audit to the **COUNTY** if so requested by the **COUNTY**.

c. Each **AGENCY** shall maintain and provide the following documents upon request by the **COUNTY** within three (3) business days of receiving the request, as applicable:

- a. Articles of Incorporation
- b. AGENCY 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 **AGENCY** 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 and **AGENCY** Organizational Chart
- l. Match documentation

13. Monitoring and Audit.

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

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

d. The **AGENCIES** shall 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 within ten (10) days of the **AGENCIES'** receipt of the monitoring report.

e. If the **AGENCIES** receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within ten (10) days of receipt by the **AGENCIES**.

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 **AGENCIES** 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.

14. 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. Each **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. Each **AGENCY** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:

- i. That **AGENCY** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;
- ii. That **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 that **AGENCY** violates any provision of this Agreement, or if that **AGENCY** fails to use the property for the purposes of the project herein, or if the Each **AGENCY** ceases to exist for the purposes of this Agreement; and
- iv. That **AGENCY** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property purchased by that **AGENCY** with funding obtained through this Agreement: i. which is sold, ii. or if that **AGENCY** fails to use the property for the purposes of the project herein, iii. or if that **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 each **AGENCY** to retain any funds received from such sale.

15. Public Records.

The **AGENCIES** 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 **AGENCIES** 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 **AGENCIES** policies, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires the **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 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 **AGENCIES** does 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** keeps and maintains 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 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., 2nd Floor
Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

16. 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. Each **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. Each **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. Each **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 each **AGENCY**.

17. 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** is 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 ten (10) calendar days of receipt of notification by the **AGENCIES**, which shall be binding on the **AGENCIES**.

18. Independent Contractor.

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

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

20. 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 2.

21. 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**:

Sara Gordils, Contracts Section Manager Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756
sgordils@pinellas.gov

22. Termination.

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 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 each **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, that **AGENCY** shall be given thirty (30) days to cure said breach. If that **AGENCY** fails 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 **AGENCIES**.

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**.

d. 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.

23. Governing Law.

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

24. Conformity to the Law.

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

25. 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

By: Cody J. Ward
Office of the County Attorney

PINELLAS COUNTY, FLORIDA, by and through its County Administrator

By: 

Barry Burton

Date: December 28, 2023

BOLEY CENTERS, INC., a non-profit
Florida Corporation

By: Kevin Marrone
Kevin Marrone, President & CEO

Date: 12/11, 2023

GULF COAST JEWISH FAMILY AND
COMMUNITY SERVICES, INC., a
non-profit Florida corporation

By: *Sandra Braham*
2143A7A40FF045F...
Dr. Sandra Braham, President & CEO

Date: December 11, 2023

OPERATION PAR, INC., a Florida
nonprofit corporation

By: *Diane L. Clarke, PhD*
Diane Clarke, PhD, President & CEO

Date: December 11, 2023

PERSONAL ENRICHMENT THROUGH
MENTAL HEALTH SERVICES, INC.,
a Florida nonprofit corporation

By: Maxine Booker
Maxine Booker, President & CEO

Date: 18 December, 2023

**WESTCARE GULFCOAST-FLORIDA,
INC., a Florida not-for-profit corporation**



By: _____
Frank Rabbito, COO
Resolution WCGC 2023-02

Date: 12/20, 2023

**APPENDIX #1
SCOPE OF SERVICES**

**Alcohol and Drug Abuse Trust Fund Projects
FY 2023-2024
Available Funds: \$35,0000**

APPLICANT	PROJECT TITLE	RECOMMENDED AMOUNT
Operation PAR	PAR Village Refresh- painting 2 buildings and mattresses	\$9,749.50
PEMHS	IT Improvement Project – ViewSonic Computer Monitors	\$ 5,399.52
Gulf Coast Jewish Family and Community Services, Inc.	Technology Update - New laptops (3)	\$3,927.81
Boley Centers, Inc.	Koenig Centers Greenhouse Project	\$5,032.91
WestCare GulfCoast-Florida	Davis Bradley Community Involvement Center Security Cameras	\$9,942.00
TOTAL		\$34,051.74