

HUMAN SERVICES SUBRECIPIENT FUNDING AGREEMENT

THIS AGREEMENT (Agreement), is effective retroactively to October 1, 2019, by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**COUNTY**," and the **SCHOOL BOARD OF PINELLAS COUNTY**, hereinafter referred to as "**PCSB**."

WITNESSETH:

WHEREAS, the **COUNTY** desires to support **PCSB** and ensure the health, safety and welfare of Pinellas County students and families; and

WHEREAS, the **COUNTY** is committed to maximizing partner relationships and public outreach while being responsible stewards of the public's resources; and

WHEREAS, the **COUNTY**, in partnership with local providers and stakeholders, applied for and received a Federal Grant Award from the U.S. Department of Justice (DOJ) hereinafter referred to as the grantor, under the Bureau of Justice Assistance (BJA) STOP School Violence: School Violence Prevention and Mental Health Training Program, hereinafter referred to as "the grant"; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.330 the **COUNTY** is responsible for making a determination as to whether the party receiving the federal program funds provided by this grant is a subrecipient or contractor; and

WHEREAS, pursuant to Federal Super Circular Section 2 C.F.R. § 200.74, the **COUNTY** is a pass-through entity for purposes of this Federal award; and

WHEREAS, the **COUNTY** has determined the **PCSB** receiving funds under this federal program is a subrecipient; and

WHEREAS, the **COUNTY** recognizes that the **PCSB** is the best suited to implement the program established under the grant;

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

1. Specific Grant Information.

This project shall be undertaken and accomplished in accordance with the terms and conditions specified herein and the Appendices named below, which are attached hereto and by reference incorporated herein: Appendix A contains the Grant Award, Appendix B contains the Budget Narrative, Appendix C contains the Grant Notice of Award and Award Owner's Manual, and Appendix D contains Grant Funding Conditions. As a requirement for submitting the Grant Application to Grantor, Grantee executed certifications similar to those found in Appendices D.

2 C.F.R. § 200.331(a)(1) (Federal Award Identification) requires that certain specific information about the Grant be included in this Agreement. Such information, consistent with the accordant subsections under 2 C.F.R. § 200.331(a)(1), follows:

(i) Subrecipient's name: **School Board of Pinellas County**

(ii) Subrecipient's Unique Entity Identifier or Data Universal Numbering System (DUNS) number: **010508844**

(iii) Federal Award Identification Number: **2019YSBX0010**

(iv) Federal Award Date: **09/28/2019**

(v) Subaward Period of Performance Start and End Date: **10/01/2019 to 09/30/2022**

(vi) Amount of Federal Funds Obligated by this Action by the Pass Through-Entity to the Subrecipient: **\$499,922.00**

(vii) Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation: **\$988,288.00**

(viii) Total Amount of the Federal Award: **\$499,922.00**

(ix) Federal Award Project Description, as Required to be Responsive to the Federal

Funding Accountability and Transparency Act:

**BJA STOP School Violence: School Violence Prevention and Mental Health
Training Program**

(x) Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information
for Awarding Official of the Pass Through Entity:

Federal Awarding Agency:

U.S. Department of Justice, Bureau of Justice Assistance

Pass-Through Entity:

Pinellas County Board of County Commissioners

Contact Information for Awarding Official of the Pass-Through Entity:

Daisy Rodriguez, Pinellas County Human Services

440 Court Street, 2nd Floor

Clearwater, FL 33756

(xi) CFDA Number and Name; the Pass-Through Entity Must Identify the Dollar
Amount Made Available Under Each Federal Award and the CFDA Number at Time of
Disbursement:

CFDA Number (at time of disbursement): **16.839**

CFDA Name:

STOP School Violence

Total Dollar Amount Available Under this Federal Award:

\$499,922.00

(xii) Identification of Whether the Award is R&D: **Award is not R&D.**

(xiii) Indirect Cost Rate for the Federal Award: **0%**

2. Scope of Services.

PCSB shall utilize funding to hire and provide oversight of a mental health specialist, support instructional stipends, and support related travel and training expenses in order to implement the Pinellas Prevention and Mental Health Training Program, Project SSAVE. Project SSAVE will seek to reduce violent crime through the creation of school safety training and mental health programs for school personnel and students. The main objectives of SSAVE are to provide training sessions to teachers and school personnel designed to recognize and respond to threats of violence and prevent violence on campus, and to provide education sessions and awareness campaigns to students with the intent to prevent violence against others or self

3. Term of Agreement.

The services of PCSB shall commence retroactive to October 1, 2019, and the agreement shall expire on September 30, 2022. This Agreement may be renewed based on the expiration of the initial term, by mutual agreement of the parties in writing. This option shall be exercised only if all terms and conditions remain the same.

4. Compensation.

a) The COUNTY agrees to reimburse the PCSB an amount not to exceed \$499,922.00 for the services described in Section 2 of this Agreement in accordance with Appendix B.

b) All requests for reimbursement payments must be submitted on a quarterly basis and shall consist of an invoice for the quarterly amount, signed by an authorized PCSB representative, and shall include copies of receipts, cancelled checks, or other documentation of purchases and payments made. Invoices shall be sent electronically to the Contract Manager on a quarterly basis within thirty (30) days of the end of the quarter. The COUNTY shall not reimburse

the PCSB 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 PCSB for any expenditures in excess of the amount budgeted without prior approval or notification.

c) The COUNTY shall reimburse to the PCSB in accordance with 2 C.F.R. § 200.305(b) 3, upon receipt of proper invoice and required documentation by the Finance Division of the Clerk of the Circuit Court.

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.

5. Performance Measures.

The PCSB agrees to submit reports or data to the COUNTY. The COUNTY reserves the right to amend these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose and grant compliance is demonstrated, quantified, and achieved. This report shall be submitted to the COUNTY no later than thirty (30) days following the end of the quarter.

Where no activity has occurred within the preceding period, the PCSB shall provide a written explanation for non-activity during the quarter. The report formats shall be prescribed and provided by the COUNTY.

6. Data Sharing.

The PCSB agrees to share data including as outlined in the Data Sharing Agreement and provide program and other information in an electronic format to the COUNTY for the sole purpose of data collection, research and policy development (See Attachment 1). If personally identifiable information regarding PCSB's students is shared, it shall only be done in compliance with 34 C.F.R. §99.35.

7. Monitoring.

j) Match documentation

10. Special Situations.

PCSB agrees 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. Incidents may include, but are not limited to, those resulting in injury, media coverage or public reaction that may have an impact on the PCSB's or COUNTY's ability to protect and serve its participants, or other significant effect on the PCSB or COUNTY. Incidents shall be reported to the designated COUNTY contact below by phone or email only. Incident report information shall not include any identifying information of the participant.

11. 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.)

12. Closeout

a) Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.343 (Closeout) and 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities).

b) This Agreement will not terminate until GRANT Closeout is completed consistent with GRANT requirements detailed in the Appendices attached hereto, and to the satisfaction of the COUNTY. Such requirements shall include but are not limited to submitting final reports and providing program deliverables and closeout information as requested by COUNTY, and/or GRANTOR.

c) All invoices and requests for reimbursement shall be submitted within 30 days following the end of the GRANT project and budget period.

d) This provision shall survive the expiration or termination of this Agreement.

13. Cancellation.

a) If the PCSB fails to fulfill or abide by any of the provisions of this Agreement, PCSB shall be considered in material breach of the Agreement. Where a material breach can be corrected, PCSB shall be given thirty (30) days to cure said breach. If PCSB 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 PCSB. b) In the event the PCSB uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the PCSB 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 PCSB 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) The COUNTY and the Grantor may only terminate this agreement in accordance

with 2 C.F.R. § 200.339 (Termination).

14. 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 PCSB 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 PCSB 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.

15. Non-Exclusive Services.

This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

16. Indemnification.

As the COUNTY and PCSB are public bodies of the State of Florida, the parties agree to be fully responsible for their own acts of negligence and for their respective agents/employees' acts of negligence when acting in the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided however, that the parties' liability is subject to the limitations imposed by 768.28, Fla. Stat. Nothing herein is intended to act as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this agreement.

17. Public Entities Crimes.

The PCSB is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the COUNTY that the PCSB is qualified to transact business with public entities in Florida and that its performance of the Agreement will comply with all applicable laws including those referenced herein. The PCSB represents and certifies that the PCSB is and will at all times remain eligible for and perform the services subject to the requirements of these, and other applicable, laws. The PCSB agrees that any contract awarded to the PCSB will be subject to termination by the COUNTY if the PCSB fails to comply or to maintain such compliance.

18. Business Practices.

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

c) All PCSB records relating to this Agreement shall be subject to audit by the COUNTY and shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. In addition, the PCSB shall provide an independent audit to the COUNTY, if so requested by the COUNTY.

19. Nondiscrimination.

a) The PCSB 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 **PCSB** 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 **PCSB** 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 **PCSB**.

20. Interest of Members of County and Others.

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.

21. Conflict of Interest.

The **PCSB** 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 **PCSB** is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the **PCSB** may identify the prospective business association, interest or circumstance, the nature of work that the **PCSB** 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 **PCSB**. The **COUNTY** agrees to notify the **PCSB** of its opinion within (10) calendar days of receipt of notification by the **PCSB**, which shall be binding on the **PCSB**.

22. Independent Contractor.

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

23. 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 year.

a) The **PCSB** 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, upon reasonable prior notice to **PCSB**.

c) The **PCSB** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:

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

24. Additional Funding.

Funds from this Agreement shall not be used as the matching portion for any federal grant except in the manner provided by Federal and State law and applicable Federal and State rules and regulations. The **PCSB** agrees to make all reasonable efforts to obtain funding from additional

sources wherever said PCSB may qualify. Should this Agreement reflect a required match, documentation of said match is required to be provided to the COUNTY.

25. Governing Law.

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

26. Public Records.

The PCSB 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 PCSB 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 PCSB policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the PCSB 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.

27. Conformity to the Law.

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

28. 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.

29. Agreement Management.

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

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

PCSB designates the following person(s) as the liaison:

Lisa DePaolo
Pinellas County Schools, Managing Officer of Prevention
301 4th Street SW
Largo, FL 33770
727-588-6095

SIGNATURE PAGE FOLLOWS

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

ATTEST
Ken Burke
Clerk of Circuit Court

PINELLAS COUNTY, FLORIDA, Acting
by and through its Board of County
Commissioners

By: _____

By: _____
Chairman

ATTEST

PINELLAS COUNTY SCHOOL BOARD

By: _____


By: _____

Print: _____

Date: _____, 2019

APPROVED AS TO FORM

By:



Office of the County Attorney
Assistant County Attorney

Approved As To Form:



School Board Attorneys Office