

FY 2025 SOCIAL ACTION FUNDING AGREEMENT

HEALTHY EATING PROGRAM

Legistar ID Number: 24-0736D

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 **Dunedin Cares, Inc.** a non-profit Florida corporation, whose address is 1630 Pinehurst Road, Dunedin, Florida 34698, hereinafter called the "**AGENCY**."

WITNESSETH:

WHEREAS, the **COUNTY** desires to utilize a portion of the funds available out of Pinellas County's General Fund to assist social service agencies within Pinellas County; and

WHEREAS, on May 9, 2023, the Board of County Commissioners adopted Resolution 23-33, to re-establish the Social Action Funding Advisory Board (SAFAB); and

WHEREAS, the SAFAB is charged with reviewing applications for Social Action Funding and making award recommendations to the Board of County Commissioners; and

WHEREAS, the health and well-being of Pinellas County residents are critical for a prosperous and sustainable community; and

WHEREAS, for programs serving homeless individuals and families, the local Continuum of Care (COC) and Pinellas County Resolution 16-53 encourage and support operation from a Housing First model; and

WHEREAS, the **COUNTY** recognizes that the **AGENCY** is providing an essential service within the community; and

WHEREAS, the services provided by the **AGENCY** fall within a Social Action Funding Priority Area of Food and Nutritional Services, Homeless Prevention and Support Services, Healthcare and Human Services for Disadvantaged Residents, and/or Supportive Services for an

Aging Population; and

WHEREAS, in consideration of the above, the **AGENCY** has been recommended and approved for a Social Action Funding award in fiscal year 2025 (FY25).

**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.**

The **AGENCY** shall provide services as described in Appendix A, attached hereto and incorporated by reference herein. In order to best meet the needs of clients supported by this program, the services provided under this Agreement may be adjusted from time to time by mutual written agreement of the parties without the need to further amend this Agreement.

**3. Term of Agreement.**

The services of the **AGENCY** shall commence on October 1, 2024, and the agreement shall expire on September 30, 2025.

**4. Compensation.**

a. The **COUNTY** agrees to pay the **AGENCY** an amount not to exceed **\$60,000.00** for the services described in Section 2 of this Agreement.

b. All requests for reimbursement payments shall consist of an invoice for the monthly/quarterly amount accompanied by documentation including the cost of services provided, invoices, receipts, and/or copies of time slips or pay stubs which verify the services for which reimbursement is sought, signed by an authorized **AGENCY** representative.

c. Invoices shall be sent electronically to the Contract Manager monthly or, no less than

a quarterly, basis within thirty (30) days of the end of the month/quarter. The **COUNTY** shall not reimburse the **AGENCY** 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.

d. The **AGENCY** shall provide services throughout the full term of this agreement unless services are part of a pre-approved seasonal or time-limited program. In the event the **AGENCY** is unable to provide services and/or draw down funding per this Agreement for two (2) or more consecutive months, the **COUNTY**, in its sole discretion, may reduce the total award by a prorated amount based upon the amount of time the services have lapsed.

e. 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.

f. Travel reimbursement expenses shall be reimbursed in alignment with **COUNTY** travel policy guidelines unless the **AGENCY** travel policy reimburses at a lower rate. If the **AGENCY** travel policy is at a lower rate, reimbursement will be based on the lower rate. The **AGENCY** shall submit a copy of travel policy within thirty (30) calendar days of this Agreement and within any subsequent revisions during the term of this Agreement.

g. Any funds used in conjunction with travel must be made in accordance with Florida Statute 112.061 or other policies as may be approved by Pinellas County Human Services in advance of travel.

h. 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**.

i. Program Generated Income (PGI) resulting from services provided under this Agreement shall be reinvested into this program. The **AGENCY** shall track program income generated from services provided under this Agreement and provide a report on program income to the **COUNTY** with each invoice submission. The **AGENCY** shall reinvest the program income into the program as approved by the **COUNTY**. The **AGENCY** shall maintain records of reinvestment. The **AGENCY** shall provide the **COUNTY** with PGI policies, reinvestment documentation, and fee schedules, as requested.

**5. Data Collection and Performance Measures.**

a. The **AGENCY** agrees to submit a quarterly report to the **COUNTY**, which shall align with the Program Goals and Outcomes Matrix included as Appendix B. The **COUNTY** reserves the right to modify these data elements, performance measures, or reports as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved.

b. Reports 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 **AGENCY** shall provide a written explanation for non-activity during the quarter, and no payments will be due and/or reimbursed. The report formats shall be prescribed and provided by the **COUNTY**.

**6. Confidential Information and HIPAA**

a. The **AGENCY** and **COUNTY** must follow all laws regarding confidentiality of information including, but not limited to, HIPAA.

b. The **AGENCY** must take reasonable measures to safeguard protected personally identifiable information (PII), and other information the **COUNTY** designates as sensitive, or the **COUNTY** considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

c. The **AGENCY** shall not inappropriately use or disclose any information which specifically identifies a recipient of services provided under this Agreement and shall adopt appropriate procedures for employees' handling of confidential data.

d. This does not include PII that is required by law to be disclosed, including under Florida Public Records as described in section 20 of this Agreement.

e. The **AGENCY** understands and agrees that the **COUNTY**, through its Human Services Department, is a Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 45 CFR 160.103.

f. The **AGENCY** is a HIPAA Covered Entity in addition to serving as a Business Associate of the **COUNTY**, and agrees to use and disclose Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the **AGENCY** shall disclose any policies, rules or regulations enforcing these provisions upon request.

g. The **AGENCY** agrees to sign a Business Associate Agreement and shall develop Data Sharing Agreements and/or Business Associate Agreements with partnering healthcare providers, as necessary, to facilitate the exchange of health information and coordinate client care.

h. The **AGENCY** shall ensure that clients complete releases of information (ROI) upon client admission and no less than annually to facilitate care coordination. **AGENCY** shall use and promote the use of a standard, community-wide Patient Authorization for Disclosure of Health Information - Multiparty Release of Information Form, upon request. The release covers general medical as well as Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), psychiatric, psychological, substance abuse information from medical record(s) in accordance with Florida Statutes 394.459, 381.004, 395.3025, and 90.503; 42 CFR, Part 2; and the Health Insurance Portability and Accountability act of 1996 (HIPAA) 45 CFR parts 160 and 164.

**7. Personnel**

a. Qualified Personnel. The **AGENCY** agrees that each person performing Services in connection with this Agreement shall have the required licensure and qualifications and shall fulfill the requirements set forth in this Agreement. The **AGENCY** shall maintain such documentation on file for audit by the **COUNTY** during the term of this agreement and for a period of at least five (5) years after final payment is made.

b. Prior to commencing Services pursuant to the Agreement, the **AGENCY** shall provide the names and qualifications of the **AGENCY** personnel funded through this Agreement or directly operating or overseeing services or programs funded through this Agreement and direct supervisors of such personnel.

c. The **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, and direct supervisors of such personnel.

d. The **COUNTY**, on a reasonable basis, shall have the right to require the removal and replacement of any of the **AGENCY** Personnel performing Services, at any time during the term of the Agreement. The **COUNTY** will notify the **AGENCY** in writing in the event the **COUNTY** requires such action. The **AGENCY** shall accomplish any such removal promptly after receipt of notice from the **COUNTY**. In situations where individual **AGENCY** Personnel are prohibited by applicable law from providing Services, removal and replacement of such **AGENCY** Personnel shall be immediate.

## **8. E-VERIFY**

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

b. If the **AGENCY** enters into a contract with a Subcontractor, the Subcontractor must provide the **AGENCY** 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 be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. The **AGENCY** acknowledges upon termination of this agreement by the **COUNTY** for violation of this section by the **AGENCY**, the **AGENCY** may not be awarded a public contract for at least one (1) year. The **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. The **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. **AGENCY** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

9. **Housing First, Coordinated Entry, and the Pinellas Homeless Management Information System.**

- a. This section applies to all programs, services, and housing offered for homeless/unhoused individuals and families.
- b. The **AGENCY** agrees to support the Housing First philosophy and participate in coordinated entry as established and implemented by the local Continuum of Care.
- c. The **AGENCY** agrees to operate from a low-barrier model, defined as homeless assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service participation requirements or preconditions such as sobriety or a minimum income threshold and includes the minimum components: 1) removing barriers to entry; 2) establishing a coordinated entry system; 3) practicing client-centered service delivery; 4) prioritizing households most in need; and 5) ensuring inclusive decision-making.
- d. The **AGENCY** agrees to demonstrate status and efforts of the Housing First model upon request by the **COUNTY**.
- e. The **AGENCY** agrees to participate in and enter information into the Pinellas Homeless Management Information System (PHMIS) administered by the Pinellas Homeless Leadership Alliance (HLA), or similar system as required by the Pinellas County Homeless Continuum of Care, if applicable.

**10. 211 Tampa Bay Cares Database.**

As a condition of receipt of a funding award from the **COUNTY**, the **AGENCY** agrees to:

- a. List new or updated program data in the 211 Tampa Bay Cares, Inc. online database. The **COUNTY** may request documentation that verifies compliance with Section.
- b. Provide 211 Tampa Bay Cares, Inc. with regular updates for program eligibility criteria, capacity, and availability.

c. Accept referrals from 211 Tampa Bay Cares, Inc. for clients eligible for program services.

**11. Emergency, Disaster, or Critical Event Response.**

Community partners are critical to effective community response in a disaster. The **AGENCY** must effectively prepare their organization for continuity of services as necessary prior, during, and post-disaster and must be ready to respond to community needs as determined appropriate and necessary by the **COUNTY** under this agreement. At a minimum, this may include:

a. The **AGENCY** will work on its Continuity of Operations Plan and Disaster Response Plan in coordination with the **COUNTY**, including staffing plans to prepare and respond in the event of an emergency, disaster, or critical event response, where necessary and appropriate.

b. The **COUNTY** agrees to continue funding this Agreement for a period of at least sixty (60) days after a disaster has been declared, provided the program addresses needs for disaster response and recovery efforts as directed by the **COUNTY**, unless otherwise indicated by a superseding authority such as state or federal government or licensing body. This period may be extended within the current contract period at the discretion of the Human Services Director.

c. The **COUNTY** will seek to leverage the contracted skills and services of the **AGENCY**, as appropriate or applicable; however, other duties may be assigned as required by the **COUNTY** for response. This may include reassignment of the **COUNTY** funded staff and resources under the agreement or other dedicated **AGENCY** assistance to aid with community response.

f. If the **AGENCY** is unwilling to perform duties as described in this Section, payments may be withheld at the direction of the Director of Human Services until operations continue.

g. The **AGENCY** will track and maintain detailed operational records when activated.

**12. Special Situations and Critical Incidents.**

The **AGENCY** agrees to inform the **COUNTY** within one (1) business day of knowledge of any circumstances or events which may reasonably be considered to jeopardize the **AGENCY's** capability to continue to meet its obligations under the terms of this Agreement (Critical Incidents). Critical incidents may include, but are not limited to, those resulting in injury, media coverage, investigation/lawsuit, breach of information, or public reaction that may have an impact on the **AGENCY's** or **COUNTY's** ability to protect and serve its participants, or other significant effect on the **AGENCY** or **COUNTY**. The **AGENCY** shall report critical incidents electronically to the **COUNTY** at HSContracts@pinellas.gov and the Contract Manager. The **AGENCY** may use an **AGENCY** Incident Reporting form or the **COUNTY** Critical Incident Report Form, however, all submissions shall include full details and disposition of the incident, excluding personally identifying information of involved parties.

**13. 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 **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 **AGENCY** 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.

**14. Non-Exclusive Services.**

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.

**15. Indemnification.**

The **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 **AGENCY**; 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**.

**16. Insurance.**

The **AGENCY** shall comply with the insurance requirements set out in the Attachment 2, attached hereto and incorporated herein by reference.

**17. Public Entities Crimes.**

The **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 **AGENCY** 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.

**18. Business Practices and Documentation.**

a. The **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. The **AGENCY** shall annually provide a copy of the **AGENCY's** most recent completed financial audit and management letter to the **COUNTY** within thirty (30) calendars days of completion, not to exceed nine months from the **AGENCY's** fiscal year-end. A copy of the **AGENCY's** 990 shall be accepted in lieu of the audit in the event a financial audit is not required for the **AGENCY**.

c. The **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

**19. Monitoring and Audit.**

- a. The **AGENCY** will comply with **COUNTY** and departmental policies and procedures.
- b. The **AGENCY** will cooperate in monitoring site visits including, but not limited to, access to sites, staff, fiscal and client records, programmatic documents, and will provide related information at any reasonable time.
- c. The **AGENCY** will submit other reports and information in such formats and at such times as may be prescribed by the **COUNTY**.
- d. The **AGENCY** 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 **AGENCY**'s receipt of the monitoring report.
- e. If the **AGENCY** receives licensing and accreditation reviews, each review shall be submitted to the **COUNTY** within ten (10) days of receipt by the **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**.

g. The **AGENCY** 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.

**20. Public Records.**

The **AGENCY** 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 **AGENCY** 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 **AGENCY** policies, including but not limited to the Section 119.0701, Florida Statutes. Specifically, section 119.0701 requires the **AGENCY** 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 **AGENCY** does not

transfer the records to the **COUNTY**.

d. Should the **AGENCY** receive a public records request for records pertaining to the **COUNTY**, or services funded by the **COUNTY**, the **AGENCY** shall provide notification to the **COUNTY** within two (2) business days of the date of the records request. This notification is for information purposes only and shall not delay the **AGENCY** response to the public records request.

e. Upon completion of the contract, transfer, at no cost to the **COUNTY**, all public records in possession of the **AGENCY** 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 **AGENCY** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **AGENCY** keeps and maintains public records upon completion of the contract, the **AGENCY** 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 AGENCY 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., 2<sup>nd</sup> Floor  
Clearwater, FL 33756  
HSContracts@pinellas.org

(727) 464-8445

**21. 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. The **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. The **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. The **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 the **AGENCY**.

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

**23. Independent Contractor.**

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

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

**25. 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 1.

**26. 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, 2<sup>nd</sup> Floor  
Clearwater, Florida 33756  
sgordils@pinellas.gov

Brea Templeton, Contract Manager  
Pinellas County Human Services  
440 Court Street, 2<sup>nd</sup> Floor  
Clearwater, Florida 33756  
btempleton@pinellas.gov

**AGENCY** designates the following person(s) as the liaison:

Mary Teresa Scully, President  
Dunedin Cares, Inc.  
1630 Pinehurst Road, Dunedin, Florida 34698  
terri.dunedincares@gmail.com

**27. Termination.**

a. Either party may cancel this Agreement without cause by giving thirty (30) days prior notice to the **other party** in writing of the intention to cancel.

b. Failure of the **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, the **AGENCY** shall be given thirty (30) days to cure said breach. If the **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 **AGENCY**.

c. In the event sufficient budgeted funds are not available for a new fiscal period or are otherwise encumbered, the **COUNTY** shall notify the **AGENCY** 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 **AGENCY** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **AGENCY** 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.

**28. Governing Law.**

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

**29. Conformity to the Law.**

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

**30. 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:   
County Administrator

Date: October 31, 2024

Dunedin Cares, Inc.

By: Kristina Garcia  
Kristina Garcia, Executive Director

Date: 10/4, 2024

# FY 2025 SOCIAL ACTION FUNDING AGREEMENT

## Attachment 1: Agreement Modification Form



### Agreement Modification Request Human Services and Justice Coordination

*For budget reallocation or minor agreement language modifications.*

Authorized Official:	Date of Request:
Agency Name:	Effective Date:
Program Name:	Modification Number:

**A. REQUESTED MODIFICATION:** Why is this change needed and what will be impacted by this change (staff, supplies, operations)? Please reference appropriate agreement section.

**B. BUDGET MODIFICATION:** Use chart as applicable and complete the Revised Annual Budget Form documenting the new revised budget.

Program Budget Category:	Original Contract Amount:	Amount Modified – Increase & Decrease	New Budget Amount:	Amount Expended as of Effective Date:	Modified Budget Balance:
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
			\$ 0.00		\$ 0.00
Contract Total:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Agency Authorized Signature:		Date:
Name & Title:		

PINELLAS COUNTY HUMAN SERVICES – OFFICE USE ONLY		
PROJECT MANAGER certifies this modification is line with the Contract Scope and Budget:		Date
Approval GRANT/CONTRACT MANAGER		Date
Approval CONTRACTS DIVISION DIRECTOR		Date
Approval HUMAN SERVICES DEPARTMENT DIRECTOR		Date

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## Attachment 2: Insurance Requirements

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### Appendix A

**Agency:** Dunedin Cares, Inc.

**Program:** Healthy Eating Program

**Priority Area:** Food and Nutritional Services

**Funding Amount:** \$60,000.00

**Target Population and Eligibility Criteria:**

The targeted population is Pinellas County residents suffering from food insecurity and are comprised of families with children, senior citizens, low-income residents and homeless people who need support. Clients only need to provide a photo identification card or proof of address to obtain the food. Families must reside within the service areas of Dunedin Cares, which include: Dunedin, Clearwater, and Palm Harbor.

**Scope of Services:**

This funding will provide support for fresh produce, meat, dairy and non-perishables to Pinellas County Residents who are suffering from food insecurities. Food distribution will take place at designated times and locations, as communicated through Dunedin Cares' outreach channels.

**Program Staff:**

None funded with Social Action agreement

**Direct Services:**

- Food

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## Appendix B: Program Outcomes and Goals



### Pinellas County Human Services Program Outcomes and Goals Template

<b>Agency Name:</b> <i>Dunedin Cares, Inc.</i>		<b>Program Name:</b> <i>Healthy Eating Program</i>	
<b>Outcomes</b> <i>Describe the changed state in the program participants or broader community that can be measured and identified. Include % change.</i>	<b>Indicators</b> <i>Identify qualitative and quantitative indicators to measure the outcomes.</i>	<b>Evaluation</b> <i>Identify how these outcomes will be measured (e.g. surveys, staff observation, program plans, assessments, self-reports)</i>	<b>Measure intervals</b>
<b>Goal 1: Provide fresh produce of 8-10 pounds per shopping encounter</b>			
80% of pantry guests will be provided 8-10 pounds of fresh produce during their shopping encounter.  100% of pantry guests will be offered fresh produce.	<ul style="list-style-type: none"> <li>Volunteers will inform pantry guests of their fresh produce options.</li> <li>Pantry guests will be allowed as much produce as they can use, subject to availability.</li> <li>Volunteers will bag produce separately.</li> <li>Produce will be weighed at check-out.</li> <li>Total pounds recorded in Food Bank Manager.</li> <li>Informal surveys to determine pantry guest satisfaction with produce offerings.</li> </ul>	<ul style="list-style-type: none"> <li>Survey results will provide feedback on guest satisfaction with food offerings.</li> <li>Dunedin Cares leadership will review weekly usage to gauge procurement of fresh produce for all pantry guests.</li> </ul>	<ul style="list-style-type: none"> <li>Weekly/Monthly</li> <li>Monthly reports will be compiled to show results</li> </ul>
<b>Goal 2: Provide Milk, Eggs, and Butter to all guests</b>			
100% of pantry guests will be offered a half gallon of milk, a dozen eggs and 1-2 sticks of butter	<ul style="list-style-type: none"> <li>Volunteers will offer all pantry guests milk, butter, and eggs.</li> <li>Dunedin Cares leadership will review weekly usage to gauge procurement of milk, eggs, and butter for all pantry guests.</li> </ul>	<ul style="list-style-type: none"> <li>Dunedin Cares leadership will determine the number of guests where all three options were not available during each shopping day.</li> </ul>	<ul style="list-style-type: none"> <li>Weekly/Monthly</li> <li>Monthly reports will be compiled to show results</li> </ul>
<b>Goal 3: Distribute 2-3 children's meals/child to eliminate child hunger</b>			
100% of pantry guests will be offered 2-3 children's meals/child during each shopping encounter.	<ul style="list-style-type: none"> <li>Volunteers will offer all pantry guests 2-3 children's meals/child.</li> <li>Each children's meal will consist of 3-4 lbs. of healthy food items geared towards children's palates.</li> <li>Informal surveys to determine pantry guest satisfaction with children's meals.</li> <li>Dunedin Cares will solicit input from dieticians to ensure healthy meal offerings.</li> <li>Dunedin Cares leadership will procure healthy items and oversee packing of children's meals by volunteers.</li> </ul>	<ul style="list-style-type: none"> <li>Dunedin Cares leadership will review the number of children's meals distributed.</li> </ul>	<ul style="list-style-type: none"> <li>Weekly/Monthly</li> <li>Monthly reports will be compiled to show results</li> </ul>
<b>Goal 4: Provide consistency of food offerings for fresh produce, meat, milk, eggs, butter, pasta, grains, and key condiments on all shopping days</b>			
100% of pantry guests will be offered key healthy essentials (meat, fresh produce, milk, eggs, butter, pasta, grains, and key condiments) on all shopping days.	<ul style="list-style-type: none"> <li>Volunteer shoppers will offer pantry guests each category of healthy essentials.</li> <li>Informal surveys will determine satisfaction with items in the healthy essentials categories and provide feedback on additional offerings.</li> <li>Dunedin Cares leadership will procure healthy items and oversee stocking of these healthy essential items by volunteers.</li> </ul>	<ul style="list-style-type: none"> <li>Dunedin Cares leadership will determine the number of guests where fresh produce, meat, milk, eggs, butter, pasta, grains, and key condiments options were not available during each shopping day.</li> </ul>	<ul style="list-style-type: none"> <li>Weekly/Monthly</li> <li>Monthly reports will be compiled to show results</li> </ul>