

FUNDING AGREEMENT

This Agreement, effective upon the date executed below, by and between Pinellas County, a political subdivision of the State of Florida (hereinafter "**COUNTY**"), and Metropolitan Charities, Inc. D.B.A. Metro Wellness & Community Centers, (hereinafter "**FUNDS RECIPIENT**").

Recitals

WHEREAS, the **COUNTY** received funds through a settlement ("Settlement") with parties responsible for the Deepwater Horizon accident which affected the Gulf of Mexico and communities in the region including Pinellas County; and

WHEREAS, the **COUNTY** has identified and approved projects intended to benefit the public or serves a public benefit that the Board of County Commissioners intends to be enhanced with the funding from the Settlement; and

WHEREAS, on December 13, 2016, the Board of County Commissioners approved Resolution 16-90 delegating to the County Administrator the authority to enter into agreements with entities necessary to effectuate the approved projects within the amounts approved by the Board of County Commissioners for each project; and

WHEREAS, **FUNDS RECIPIENT** is one of the entities necessary to effectuate the Metro Wellness Center Clinic Project approved by the Board of County Commissioners; and

NOW THEREFORE, the **FUNDS RECIPIENT** agrees, in exchange for the funds to be provided by the **COUNTY**, and as further described herein, to offset the cost of the purchase and renovation of office space in St. Petersburg to expand the Metro Wellness Center Clinic, in accordance with the terms as described below.

1. Compensation.

- a. **COUNTY** shall pay an amount not to exceed \$150,000.00 to **FUNDS RECIPIENT** for the scope of work described in Section 2 of this Agreement.
- b. **FUNDS RECIPIENT** must electronically submit a request for reimbursement consisting of an invoice for the award amount, signed by an authorized **FUNDS RECIPIENT** representative, and accompanied by receipts and documentation of expenditures. The **COUNTY** shall not reimburse or remit payment to **FUNDS RECIPIENT** in excess of the amount budgeted. As one-time funding, the **FUNDS RECIPIENT** is responsible for all future construction, operational, and maintenance costs of the facility and program outside of the compensation provided for in this agreement.
- c. The **COUNTY** shall remit payment to the **FUNDS RECIPIENT** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation is incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation.
- d. Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments shall be withheld by the **COUNTY**.

2. Scope of Work.

- a. **FUNDS RECIPIENT** agrees to utilize funds for construction and renovations to its facility at 3251 3rd Avenue North, Saint Petersburg, FL 33713 (hereinafter "Project"). The facility will be used for the provision of health and wellness services.
- b. Specifically, these funds will support the renovation and construction of clinic space for the provision of HIV prevention and care services. Information regarding anticipated renovations can be found in Attachment A.
- c. **FUNDS RECIPIENT** agrees to enter into a Land Use Restriction Agreement (Attachment B) to ensure the continuous use of the subject property for its intended purpose.
- d. The scope of work shall not be altered without written approval of the **COUNTY**.

3. Term of Agreement.

The term of performance of the **FUNDS RECIPIENT** shall commence upon execution of this Agreement and shall expire on December 31, 2017.

4. Independent Contractor.

It is expressly understood and agreed by the parties that **FUNDS RECIPIENT** is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the **COUNTY**. No agent, employee, or servant of the **FUNDS RECIPIENT** shall be, or shall be deemed to be, the agent or servant of the **COUNTY**. None of the benefits provided by the **COUNTY** to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from **COUNTY** to the employees, agents, or servants of the **FUNDS RECIPIENT**.

5. Indemnification.

The **FUNDS RECIPIENT** agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the **COUNTY**, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the **COUNTY**, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of **FUNDS RECIPIENT**; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the **COUNTY**.

6. Assignment/Subcontracting.

- a) This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.
- b) The **FUNDS RECIPIENT** is fully responsible for completion of the Scope of Work required by this Agreement and for completion of all subcontractor work, if authorized as provided herein.

7. Conformity to the Law.

The **FUNDS RECIPIENT**, its employees, agents and contractors shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

8. Conditions Subsequent, Rights of First Refusal or Reversionary interests in Real Estate or Real Estate debt upon which County funds are spent.

To the extent that funds provided by the **COUNTY** pursuant to this Agreement are used to: pay off debt relating to Real Property, make improvements to Real Property, or improve personal property to be used in an ongoing Project, in the event that the Real Property or personal property is offered for sale during the period of Land Use Restriction, right of first refusal must be given to eligible non-profits for purchase at current market value for continued use consistent with the Scope of Work.

9. Cancellation.

- a) The **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the **FUNDS RECIPIENT** in writing of the intention to cancel, or with cause if at any time the **FUNDS RECIPIENT** fails to fulfill or abide by any of the terms or conditions specified. Failure of the **FUNDS RECIPIENT** to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the **COUNTY**.
- b) In the event the **FUNDS RECIPIENT** uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the **FUNDS RECIPIENT** shall, at the option of the **COUNTY**, repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement.

10. Public Records.

The **FUNDS RECIPIENT** acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The **FUNDS RECIPIENT** agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the **FUNDS RECIPIENT** policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the **FUNDS RECIPIENT** agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

11. Agreement Management.

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

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

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

Lorraine Langlois
Metropolitan Charities, Inc.
3251 3rd Avenue North, Suite 125
St. Petersburg, FL 33703

SIGNATURE PAGE FOLLOWS

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

PINELLAS COUNTY, FLORIDA, by and
through its County Administrator



Mark Woodard

Date: March 27, 2017

Metro Wellness and Community Centers

By: 

Terrence Langlois CEO

Title

Date: _____, 2017

APPROVED AS TO FORM

By:



Office of the County Attorney