

Alcohol and Drug Abuse Trust Fund Grant Agreement

Legistar ID Number: 22-1967A

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.; FAMILY RESOURCES, INC.; OPERATION PAR, INC.; PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC.; SUNCOAST CENTER, INC.; AND WESTCARE GULFCOAST-FLORIDA, INC.;** six non-profit Florida corporations, hereinafter called the "**AGENCIES**."

WITNESSETH:

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

WHEREAS, the SAAB determined the **AGENCIES** to be deserving of receiving grant funding consistent with and in accordance with Chapters 938.23 and 893.165, Florida Statutes; and

WHEREAS, the **COUNTY** recognizes that the **AGENCIES** are providing an essential service within the community; and

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

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

1. Recitals

The above "WHEREAS" clauses are incorporated into and are made a part of this Agreement.

2. Grant Offer to the AGENCIES

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

3. Scope of Services.

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

4. Term of Agreement.

a. The purchases and expenditures of the **AGENCIES** shall commence upon the execution of this document, and the Agreement shall expire and be fully performed by September 30, 2023.

b. The **AGENCIES** shall attend SAAB meetings and present their final report at the Fall 2023 SAAB meeting.

5. Compensation.

a. The **COUNTY** agrees to pay the **AGENCIES** an amount not to exceed the total sum of Thirty-Five thousand dollars (\$35,000.00) for the one-time, non-recurring expenditures described in Section 3 of this Agreement and the related attachments. All requests for reimbursement payments shall be accompanied by a report consistent with Section 6 of this Agreement

b. All requests for reimbursement payments must be submitted electronically to the

Contract Manager, before the end of the Fiscal Year (September 30, 2023). Invoices shall be signed by an authorized **AGENCY** representative and accompanied by documentation including the cost of goods purchased, invoices, and/or receipts, which verify the purchases for which reimbursement is sought, as applicable and required by **COUNTY**. The **COUNTY** shall not reimburse the **AGENCIES** for any expenditures in excess of the amount awarded.

c. The **COUNTY** shall reimburse the **AGENCIES** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation and/or reports are incomplete or untimely, the **COUNTY** may withhold payment and/or short pay the undisputed payment amount until such time as the **COUNTY** accepts the remedied documentation and/or reports.

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 may be withheld by the **COUNTY**.

6. Performance Measures.

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

b. A presentation along with a written report will be provided by the **AGENCIES** at the Fall 2023 SAAB meeting.

7. Monitoring.

- a. The **AGENCIES** will comply with the **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** receive 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 **AGENCIES** in lieu of reports customarily required by the **COUNTY**.

8. Documentation.

The **AGENCIES** 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. **AGENCIES** By-Laws
- c. Past twelve (12) months of financial statements and receipts

- d. Membership list of governing board
- e. All legally required licenses
- f. Latest AGENCIES financial audit and management letter
- g. Biographical data on the AGENCIES 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 AGENCIES Organizational Chart
- l. Match documentation

9. Special Situations.

The AGENCIES agree 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 the COUNTY'S ability to protect and serve its participants, or other significant effects on the AGENCIES or the COUNTY. Circumstances or events shall be reported to the designated COUNTY contact in the form prescribed by the COUNTY.

10. 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 Director of Human Services or his/her designee.

11. Termination.

a. The **COUNTY** reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the **AGENCIES** in writing of the intention to cancel. Failure of the **AGENCIES** 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 **AGENCIES** shall be given thirty (30) days to cure said breach. If the **AGENCIES** 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**.

b. 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**.

c. In the event the **AGENCIES** uses 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.

12. 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 **AGENCIES** 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.

13. Indemnification.

The **AGENCIES** 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; except only such injury or damage as shall have been occasioned by the sole negligence of the **COUNTY**.

14. Public Entities Crimes.

The **AGENCIES** is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to the **COUNTY** that the **AGENCIES** 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 **AGENCIES** represents and certifies that the **AGENCIES** is and will at all times remain eligible for and perform the services

subject to the requirements of these, and other applicable, laws. The **AGENCIES** agree that any contract awarded to the **AGENCIES** will be subject to termination by the **COUNTY** if the **AGENCIES** fail to comply or to maintain such compliance.

15. Business Practices.

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

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

16. 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 **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 **AGENCIES'** custodian of public records, in a format that is compatible with the information technology systems of the **COUNTY**.

IF THE AGENCIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCIES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Public Records Liaison
440 Court St., 2nd Floor**

Clearwater, FL 33756
astanton@pinellascounty.org
(727) 464-8437

17. 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 **AGENCIES** 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 **AGENCIES** 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 **AGENCIES** 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 **AGENCIES**.

18. 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**.

19. Independent Contractor.

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

Unemployment Insurance are available from the **COUNTY** to the employees, agents, or servants of the **AGENCIES**.

20. 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. The **AGENCIES** 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. The **AGENCIES** shall own any non-expendable property purchased by funds from this grant subject to the following conditions:

- i. The **AGENCIES** shall not sell said property within one year of purchase unless express permission is obtained from the **COUNTY** in writing;
- ii. The **AGENCIES** 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 the **AGENCIES** violates any provision of this Agreement, or if the **AGENCIES** fails to use the property for the purposes of the project herein, or if the **AGENCIES** ceases to exist for the purposes of this Agreement; and
- iv. The **AGENCIES** shall reimburse funds to the **COUNTY** totaling a proportional share of the fair value of any non-expendable property

purchased by the **AGENCIES** with funding obtained through this Agreement: i. which is sold, ii. or if the **AGENCIES** fails to use the property for the purposes of the project herein, iii. or if the **AGENCIES** 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 **AGENCIES** to retain any funds received from such sale.

21. 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** agrees 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**.

22. Governing Law.

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

23. Conformity to the Law.

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

24. E-VERIFY

a. The **AGENCIES** 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** enters 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**, the **AGENCIES**, 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 **AGENCIES** otherwise complied with this provision, the **COUNTY** will notify the **AGENCIES** and order that the **AGENCIES** 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 **AGENCIES** acknowledge upon the termination of this agreement by the **COUNTY** for violation of this section by **AGENCIES**, the **AGENCIES** may not be awarded a public contract for at least one (1) year. The **AGENCIES** acknowledge that the **AGENCIES** are 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 **AGENCIES** shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. The **AGENCIES** shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

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.

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 Email shall be the date of receipt, provided such receipt has been confirmed by the recipient. 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:**

Abigail Stanton, Contracts Division Director
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

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 Board of County Commissioners
By:

Charlie Justice, Chairman

Date: _____, 2022

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney

BOLEY CENTERS, INC.

By: Kevin Marrone

Printed Name: Kevin Marrone

Title: President/CEO

Date: 11/16/2022

FAMILY RESOURCES, INC.

By: 

Printed Name: LISA M. DAVIS

Title: PRESIDENT/CEO

Date: 11/16/22

OPERATION PAR, INC.

By: Dianne L Clarke, PhD, CAP

Printed Name: Dianne L. Clarke

Title: CEO

Date: 11/17/2022

PERSONAL ENRICHMENT THROUGH
MENTAL HEALTH SERVICES, INC.


By: Maxine Booker

Printed Name: Maxine Booker

Title: President/CEO

Date: 11/16/2023

SUNCOAST CENTER, INC.

By: 

Printed Name: KRISTIN MATHRE

Title: COO

Date: 11/16/2022

WESTCARE GULFCOAST-FLORIDA, INC.

By: _____

Printed Name: Frank C . Rabbito

Title: COO

Date: **11/18/2022**

Resolution WCGC 2022-02

EXHIBIT #1
SCOPE OF SERVICES

Alcohol and Drug Abuse Trust Fund Projects
FY 2022-2023
Available Funds: \$35,0000

APPLICANT	PROJECT TITLE	RECOMMENDED AMOUNT
Family Resources	SafePlace2B Mattresses & Sofa Replacement	\$7,102.00
Operation PAR	PAR Village Refresh- painting 2 buildings	\$7,000.00
PEMHS	Client Observation Safety Enhancement Project- iPads and Video Doorbells	\$ 2,644.00
Suncoast	Car for Client Transportation	\$9,414.00
Boley Centers	Koenig Center Awning Repair/Replacement	\$6,469.00
WestCare	Davis Bradley commercial-grade Ice Machine	\$2,371.00
TOTAL		\$35,000.00