

ALCOHOL AND DRUG ABUSE TRUST FUND
GRANT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2016, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter called the “COUNTY” and BOLEY CENTERS, INC.; DIRECTIONS FOR MENTAL HEALTH, INC., D/B/A DIRECTIONS FOR LIVING; FAMILY RESOURCES, INC.; OPERATION PAR, INC.; PERSONAL ENRICHMENT THROUGH MENTAL HEALTH SERVICES, INC.; SUNCOAST CENTER, INC.; AND WESTCARE GULFCOAST-FLORIDA, INC.; seven non-profit Florida corporations, hereinafter referred to as “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 938.13 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. Grant Offer to the AGENCIES

The 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): Attachment (Exhibit #1).

2. Scope of Services

The AGENCIES agree to undertake, perform and complete the one-time, non-recurring expenditures described in Section 1 of this Agreement in Pinellas County, Florida. 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.

3. Time and Performance

(a) The purchases and expenditures of the AGENCIES shall commence October 1, 2016, and the Agreement shall expire and be fully performed by September 30, 2017.

(b) The AGENCIES shall attend all SAAB meetings and present their final report to the SAAB at last meeting before the end of the fiscal year.

4. Compensation

(a) The County agrees to pay the AGENCIES up to the total sum of fifty-three thousand dollars (\$53,000.00) for the one-time, non-recurring expenditures described in Section 1 of this Agreement. All requests for reimbursement payments shall be accompanied by a report consistent with Section 5 of this Agreement.

(b) Payment of these committed funds pursuant to this Agreement is subject to the availability of funds.

5. Reports

(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) The County may withhold payment until an adequately complete report, approved by the County, is submitted. The County shall provide an explanation for why a report is not in compliance with this provision.

(c) The County may withhold payment when a report is not submitted prior to the last working day of the month following the end of the Agreement.

(d) Failure of the AGENCIES to submit a report shall constitute a forfeiture of available funding for the current fiscal year.

6. Audit

The AGENCIES shall utilize reasonable financial procedures, including adequate supporting documents, to account for the use of money provided by the County. The AGENCIES shall retain all records relating to this Agreement for three (3) years after final payment is made. All AGENCIES' records relating to this grant shall be subject to audit by the County. In addition, the AGENCIES shall provide an independent audit at no additional cost to the County, if so requested by the County. If an audit is unavailable, a copy of the AGENCIES' IRS Form 990 may be requested.

All equipment secured with funding under this Agreement shall be retained by the AGENCIES and utilized solely for the purposes described in Section 1 of this Agreement. Equipment not used for purposes consistent with Section 1 shall immediately be returned to the County and result in termination of said Agreement.

7. Termination

The County reserves the right to cancel this Agreement if at any time the AGENCIES fail to fulfill or abide by any of the terms or conditions specified. Further, if the AGENCIES use any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the AGENCIES shall repay such amount and be deemed to have waived the privilege of receiving funds under this Agreement.

8. Indemnification

The AGENCIES shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or through the said AGENCIES; or by, or in consequence of, any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of the said AGENCIES; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, bylaws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

9. Amendment

Any changes in the grant must be requested through SAAB and approved in writing.

10. Entry

The County reserves the right to enter upon any premises used for any part of this project at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.

11. SAAB Contract Liaison

Sara Gordils, J.D.
Justice Coordination
440 Court Street, Second Floor
Clearwater, Florida 33756
Telephone (727) 453-7437
E-mail sgordils@pinellascounty.org

12. Governing Law

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

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IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written. This Agreement shall be signed in Counterpart.

ATTEST:

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

By: _____
Charlie Justice, Chairman

Date: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: _____
Sr. Assistant County Attorney

BOLEY CENTERS, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

DIRECTIONS FOR MENTAL HEALTH, INC.,
D/B/A DIRECTIONS FOR LIVING

By: _____

Printed Name: _____

Title: _____

Date: _____

FAMILY RESOURCES, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

OPERATION PAR, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

PERSONAL ENRICHMENT THROUGH
MENTAL HEALTH SERVICES, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

SUNCOAST CENTER, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

WESTCARE GULFCOAST-FLORIDA, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____



**EXHIBIT #1
SCOPE OF SERVICES**

**DRUG AND ALCOHOL ABUSE TRUST FUND
RECOMMENDATION SHEET
FISCAL YEAR 2016-2017
AVAILABLE FUNDS: \$53,000**

PINELLAS COUNTY

Boley Centers – Safe Haven Door Project Update alarm system and install locks on resident rooms.	\$7,000
Directions for Living – Warm Welcome Reception Areas Renovate two reception areas: (1) Largo Family Center and (2) Clearwater Center for Children and Families	\$7,000
Family Resources – North Campus SafePlace2B Security New indoor and outdoor cameras as well as storage and monitoring capabilities	\$8,000
Operation PAR – Largo Residential Center: Laundry Room Renovation Repair and repaint walls and ceiling. Four windows, flooring, and door will also be replaced.	\$6,000
PEMHS – Water Softener for Mechanical Devices Purchase and installation of a water softener to prolong the life of specialized equipment.	\$10,000
Suncoast Center – 4024 Central Avenue Lobby Renovation Renovate lobby to improve client experience and create a secure area for staff.	\$10,000
Westcare – A Turning Point Kitchen Kitchen renovation for A Turning Point, an emergency intervention shelter.	\$5,000
Total	\$53,000