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AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

11/5/2024

BCC MEETING DATE

TO: Joy Andrews, County Administrator

DATE: October 11, 2024

FROM: Shawna Novak, Director, Health and Human Services

PHONE: 904 209-6089

SUBJECT OR TITLE: Funding Agreement between St. Johns County and EPIC Behavioral Healthcare for the purpose of purchasing land for the development of the Second Wind Village project

AGENDA TYPE: Consent Agenda, Contract, Grant, Resolution

BACKGROUND INFORMATION:

In October of 2023, Executive Leadership with EPIC Behavioral Healthcare made a formal request to the County for local match funds for a fixed capital outlay project to build a sober living transitional housing village (Second Wind Village). The State Legislature appropriated \$2,896,385 for the project in the State FY 2025 budget. EPIC's initial request to the County was in the amount of \$800,000; however, that number was reduced to \$600,000 at the end of the Legislative session. Funding for this project is recommended to come from Opioid Settlement Funds awarded to the County as a result of settled legislation between the County, pharmaceutical companies, and pharmacies. Opioid Settlement Funds are to be used to treat and prevent further Opioid Use Disorder according to the guidelines prescribed in the settlement agreement. This project is an allowable use of the funds under the Core Strategies which include residential treatment facilities and recovery housing. This agenda item is an agreement for the first installment of the requested \$600,000 in the amount of \$100,000. The funds will be used for the down payment and purchase of land for the sober living transitional housing village.

1. IS FUNDING REQUIRED? Yes

2. IF YES, INDICATE IF BUDGETED. Yes

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE: Appropriated in the FY25 Budget in Opioid Settlement Funds - Aid to Private Organizations (1346-58200)

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to adopt Resolution 2024-_____, awarding \$100,000 from Opioid Settlement funds to EPIC Community Services, Inc. for down payment and purchase of land for a sober living transitional housing village; and, approving and authorizing the County Administrator, or designee, to execute and deliver on behalf of the County the Grant Agreement in substantially in the same form as attached hereto.

For Administration Use Only:

Legal: Kealey West 10/21/2024

OMB: Justin Newell 10/22/2024

Admin: Brad Bradley 10/23/2024

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AWARDED \$100,000 FROM OPIOID SETTLEMENT FUNDS TO EPIC COMMUNITY SERVICES, INC. FOR THE DOWN PAYMENT AND PURCHASE OF LAND FOR SOBER LIVING TRANSITIONAL HOUSING; APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE GRANT AGREEMENT ON BEHALF OF THE COUNTY.

RECITALS

WHEREAS, EPIC Community Services, Inc. (“EPIC”) made a formal request to the County for local match funds for a fixed capital outlay project to build a sober living transitional housing village (“Second Wind Village”); and

WHEREAS, the State Legislature appropriated \$2,896,385 for the project in the State fiscal year 2025 budget and required a \$600,000 local match; and

WHEREAS, funds awarded to the County through the Opioid Settlement must be used to treat and prevent further Opioid Use Disorder according to the guidelines prescribed in the settlement agreement under which fixed capital outlay is an allowable use including residential treatment facilities and recovery housing; and

WHEREAS, the County is proposing to provide \$100,000 under this Agreement as the first installment of the requested \$600,000 for the down payment and purchase of land for the sober living transitional housing village; and

WHEREAS, the Board of County Commissioners have determined that allocating these funds serves a public purpose and is in the best interest of the County.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby awards \$100,000 from Opioid Settlement funds to EPIC Community Services, Inc. for down payment and purchase of land for a sober living transitional housing village.

Section 3. The Board of County Commissioners hereby approves and authorizes the County Administrator, or designee, to execute the Grant Agreement on behalf of the County, in

substantially the same form and format as attached.

Section 4. To the extent that there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this ____ day of November 2024.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: _____
Sarah Arnold, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

By: _____
Deputy Clerk

**GRANT AGREEMENT BETWEEN
St. Johns County and
EPIC Community Services, Inc.**

THIS GRANT AGREEMENT (“Agreement”) is entered into by and between St. Johns County, a political subdivision of the state of Florida (hereinafter referred to as “County”), and EPIC Community Services, Inc., a Florida not-for-profit corporation and federal 501(c)(3) corporation (hereinafter referred to as “Grantee” or “EPIC”), (each individually a "Party" and collectively "Parties").

RECITALS

WHEREAS, EPIC made a formal request to the County for local match funds for a fixed capital outlay project to build a sober living transitional housing village (“Second Wind Village”); and

WHEREAS, the State Legislature appropriated \$2,896,385 for the project in the State fiscal year 2025 budget; and

WHEREAS, EPIC's initial request to the County was in the amount of \$800,000; however, EPIC reduced its request to \$600,000 at the end of the Legislative session; and

WHEREAS, funds awarded to the County through the Opioid Settlement must be used to treat and prevent further Opioid Use Disorder according to the guidelines prescribed in the settlement agreement; and

WHEREAS, fixed capital outlay is an allowable use of the settlement funds which include residential treatment facilities and recovery housing; and

WHEREAS, the County is proposing to provide \$100,000 under this Agreement as the first installment of the requested \$600,000 for the down payment and purchase of land for the sober living transitional housing village.

NOW THEREFORE, in consideration of the provisions set forth below, and other good and valuable consideration, the sufficiency of which is mutually acknowledged, County and Grantee agree as follows:

1. **Incorporation of Recitals.** The above Recitals are incorporated into the body of this Agreement and adopted as findings of fact.
2. **Duration of Agreement.** This Agreement shall commence upon execution by the Parties (“Effective Date”) and shall terminate one year from the Effective Date. Grantee may request an extension of this Agreement by submitting a written request to the County no later than 30 days

prior to the termination date of this Agreement. The request shall state the reason for the extension and the length of time of the requested extension. The County shall have complete discretion with respect to whether to approve or deny a timely-submitted request.

3. **Scope of Services.** The Grantee shall use the grant funds exclusively for the down payment and purchase of land for the sober living transitional housing village.

4. **Modification of Agreement.** Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Grantee, constitutes a request to negotiate the terms of this Agreement and County may accept or reject any proposed modification based on County's determination and sole and absolute discretion, that any such acceptance or rejection is in the County's best interest.

5. **Funding.** The County agrees to provide funding to the Grantee for allowable costs in connection with the Grantee's performance of the Scope of Services set forth in paragraph 3. The maximum amount of funding the Grantee is eligible to receive under this Agreement is one hundred thousand dollars and no cents (\$100,000). The County agrees to make payment of the funds upon a written request from Grantee. These funds are contingent on EPIC's agreement to give priority to St. Johns County residents for placement at Second Wind Village once it becomes operational. If no space is available when a St. Johns County resident needs placement, EPIC agrees to establish a wait list for these residents and offer them placement as soon as space becomes available.

6. **Status Reports.** Except as provided below, during the term of this Agreement, Grantee shall submit quarterly status reports to the Health and Human Services Department. The report shall include a description of all grant funds expended during the previous 3-month period, identifying the specific activity or time and the service provider. The first quarterly report shall be submitted 3 months after the Effective Date and every 3 months thereafter.

7. **Retention, Auditing, and Review of Records.** Grantee shall retain all supporting documentation, statistical records, and any other records necessary to document its expenditures during the term of this Agreement for 5 years from the final payment. If any litigation, claim, negotiation, audit, or other action involving the records is initiated prior to the expiration of the 5-year period, the records shall be retained for one year after the final resolution of the action.

Grantee authorizes the County to review, inspect, and/or audit its books and records to determine whether compliance has been achieved with respect to the provisions of this Agreement.

It is specifically noted that Grantee is under no duty to provide access to documentation not related to this Agreement or that is otherwise protected by local, state, or federal law.

Any audit required under this section shall be submitted to the County no later than 180 days after the end of Grantee's fiscal year along with any corrective action plan if applicable. Failure by the

Grantee to submit the audit within the required time shall result in the withholding of requested payments. In addition, the County may, at its option, terminate this Agreement. Upon a written request from the Grantee, and for good cause shown, the County may provide an extension of time to respond to an audit under this section.

8. **Disallowance of Funds.** If, because of review, inspection, or audit, Grantee cannot provide documentation of expenses, or it is determined that previously approved expenses were unallowable, such funds shall be disallowed. Grantee shall refund all disallowed funds to the County, and no further payments shall be made under this Agreement until all disallowed funds are refunded to the County. Disallowed funds shall be refunded to the County within 30 days of Grantee's receipt of written notice from the County regarding the overpayment. If Grantee does not timely refund the disallowed funds, the County may charge interest in the amount of 1 percent per month compounded on the outstanding balance beginning 40 days after the date of notice.

9. **Notices.** All official notices to the County shall be delivered either by hand (receipt of delivery required) or by certified mail to both of the following:

Shawna Novak
Director, Health and Human Services
Health and Human Services Department
200 San Sebastian View
St. Augustine, FL 32084

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

All official notices to Grantee shall be delivered either by hand (receipt of delivery required) or by certified mail to:

Nangela Pulsfus, CEO
EPIC Community Services, Inc.
3910 Lewis Speedway, Ste. 1106
St. Augustine, FL 32084

10. **Relationship between the County and Grantee.** This Agreement does not create any agency relationship, partnership, association, or joint venture between County and Grantee.

11. **Use of County Logo.** Pursuant to St. Johns County Ordinance 1992-2 and St. Johns County Administrative Policy 101.3, Grantee may not manufacture, display, or otherwise use the St. Johns County Seal/Logo or any facsimile or reproduction thereof without the express written approval of the Board of County Commissioners.

12. **Authority to Practice.** Grantee warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and the Scope of Services provided in this Agreement. Further, Grantee warrants that it will at all times conduct its business activities in a reputable manner.

13. Compliance with Applicable Laws and Regulations. Grantee shall comply with all applicable local, state, and federal laws and regulations in their performance under this Agreement. Failure to abide by all applicable local, state, and federal laws and regulations may result in the disallowance of grant funds by the County as provided above in Section 7 of this Agreement.

14. Non-Discrimination. Grantee shall comply with the following Equal Opportunity Statement:

“No person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole, or in part, with funds made available by St. Johns County.”

15. No Conflict of Interest. Grantee represents and warrants that it has not employed or retained any elected official, officer, or employee of County in order to secure this Agreement. Moreover, Grantee represents and warrants to County that it has not paid, offered to pay, or agreed to pay any fee, commission, percentage, brokerage, or gift of any kind contingent upon or in connection with securing and executing this Agreement.

16. Non-lobbying. Grantee agrees that funds received from the County under this Agreement shall not be used to lobby any organization, entity, person, or governmental unit in a manner inconsistent with the scope of this Agreement.

17. Public Records.

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

In accordance with Florida law, to the extent that Grantee's performance under this Agreement constitutes an act on behalf of the County, the Subrecipient shall comply, with all requirements of Florida's public records law. Specifically, if Grantee is expressly authorized, and acts on behalf of County under this Agreement, Grantee shall:

i. Keep and maintain public records that ordinarily and necessarily would be required by the County to perform the Scope of Services.

ii. Upon request from County's custodian of public records, provide 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if Grantee does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of Grantee or keep and maintain public records required by the County to perform the Scope of Services.

If Grantee transfers all public records to the County upon completion of this Agreement, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee 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 custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by Grantee to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us

18. **Effect of Failure to Insist on Strict Compliance.** The failure of either Party to insist on strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision on any subsequent occasion.

19. **Indemnification.** Grantee shall indemnify, defend, and hold County and its employees and agents in both their individual and official capacity harmless from any liabilities, claims, damages, and expenses, including attorney's fees and litigation costs, arising directly or indirectly out of any negligent, reckless, or intentional act or omission of Grantee's officers, employees, or agents in connection with this Agreement.

20. **Force Majeure.** Neither Party shall be held to be in non-compliance with this Agreement or suffer any enforcement or penalty relating to this Agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected Party

which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either Party's ability to anticipate or control. When there is an event of force majeure, the affected Party shall immediately notify the other Party in writing giving the full particulars of the event of force majeure. The affected Party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this Agreement. Upon completion of the event of force majeure, the affected Party shall resume its performance under this Agreement as soon as reasonably practicable. If, due to an event of force majeure, the Grantee is unable to complete the Scope of Services within the term of this Agreement, the term of this Agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

21. **Default and Termination.** For the Grantee to remain eligible for funding under this Agreement, Grantee must comply with the provisions set forth in this Agreement, including any incorporated attachments or exhibits. The failure of County to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of such provision on any subsequent occasion. Should County determine that the Grantee has failed to comply with any of the provisions set forth in this Agreement or the Scope of Services, County shall notify the Grantee of such non-compliance as provided above in section 9 of this Agreement. The Grantee shall have 14 days from the date of its receipt of a notice of non-compliance to submit a written response to County that either sufficiently documents the Grantee's compliance with the conditions set forth in the notice or sufficiently sets forth all corrective actions to be taken by the Grantee to come into compliance with this Agreement. If the Grantee fails to sufficiently establish its compliance with the provisions of this Agreement or fails to provide a plan to cure approved by County within such time, County may terminate this Agreement, and the Parties shall be released from any further obligations under this Agreement.

22. **Assignment.** Considering the scope and rationale for this Agreement, neither Party may assign or transfer any of the rights associated with this Agreement without the express written consent of the other Party. Should either Party attempt to assign or transfer any of the rights associated with this Agreement without such written consent, this Agreement shall automatically terminate without further notice or action required on the part of the other Party.

23. **Amendments.** Both Parties acknowledge that this Agreement constitutes the complete understanding between the Parties.

24. **Governing Law and Venue.** This Agreement shall be construed according to the laws of Florida. Venue for any administrative or legal action arising in connection with this Agreement shall lie exclusively in St. Johns County, Florida.

25. **Severability.** If any portion of this Agreement, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable for any reason, such portion or application shall be severable. The remaining portions

of this Agreement, and all applications thereof, not having been declared void, invalid, or otherwise unenforceable, shall remain in effect.

26. **Merger.** This Agreement constitutes the entire Agreement and understanding between the Parties as to the matters addressed herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, representations, and warranties, whether oral or written, relating to such matters.

27. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute the same agreement.

IN WITNESS WHEREOF, the authorized representatives of the County and the Grantee have executed this Agreement on the dates provided below:

St. Johns County, Florida

EPIC Community Services, Inc.

Joy Andrews
County Administrator

Nangela Pulsfus
CEO

Date of Execution

Date of Execution

LEGALLY SUFFICIENT:

Office of County Attorney

Date of Execution

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court and Comptroller

Deputy Clerk



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Tara Higgins

Vice President
Loree Ward

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David Upchurch

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James E. Browning
Jim Hoyt
Sean Kelley
Tom Morton
Gary Smold
Steven David Sugar
Beverly Stough
Susan Swan
May Tabor
David Upchurch
Dorwin White

October 1, 2023

Shawna Novak
Director, Health and Human Services
St. Johns County Board of County Commissioners
200 San Sebastian View, St. Augustine, FL 32084

Dear Ms. Novak,

In recent meetings with Commissioner Arnold on February 16, 2023 and September 14, 2023 and with County Administrator Joy Andrews on September 25, 2023 and January 8, 2024, I requested a line item in the annual St. Johns County's budget to provide local match for two (2) projects of EPIC Behavioral Healthcare - Inpatient detox and residential treatment services at the EPIC Recovery Center and for our upcoming request to the Florida Legislature to fund a fixed capital outlay project to construct a Second Wind Sober Living Transitional Housing Village. Both Commissioner Arnold and County Administrator Andrews indicated their support of our request.

Please accept this letter as a formal request from EPIC Behavioral Healthcare to secure a line item for those two (2) projects noted. Currently, EPIC receives state funds for our substance use inpatient treatment services; local match is required. For the past 9 years, we have received that match through the county's Health and Human Services Department's Independent Agency Funding competitive procurement process. We now request that local match is provided directly as a line item in the amount of \$500,000 instead of through the competitive procurement process. The second project is a fixed capital outlay project to build a sober living transitional housing village. Although a match is not specifically required, state legislators look favorably at those projects who are able to secure local county match as a demonstration of their level of support for the project. Therefore, I am requesting a line item of \$800,000 to support EPIC's legislative appropriation request for this project.

Thank you for considering our request. Please do not hesitate to contact me if you have any questions or need further information.

Sincerely,

Patti Greenough, CEO
EPIC Behavioral Healthcare

Please consider EPIC in your will and estate planning.

3910 Lewis Speedway, Ste. 1106, St. Augustine, FL 32084

Ph: 904.829.2273 Fax: 904.824.0724

www.epicbh.org

