

EMERGENCY SOLUTIONS GRANT PROGRAM - RAPID UNSHELTERED SURVIVOR HOUSING (RUSH)
SUBRECIPIENT AGREEMENT

This EMERGENCY SOLUTIONS GRANT PROGRAM SUBAWARD (AGREEMENT), is made by and between **Pinellas County** (COUNTY), a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756 and **Society of St. Vincent de Paul South Pinellas, Inc. d/b/a St. Vincent de Paul CARES** (AGENCY), a not-for-profit corporation organized under the laws of the State of Florida having its principal office at 384-15th Street North, St. Petersburg, FL 33705:

WITNESSETH:

WHEREAS, the COUNTY'S long-term housing and community development goal is to develop livable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income, to aid in the prevention and elimination of slums and blight, and to assist people to quickly regain stability in permanent housing after a housing crisis or homelessness; and

WHEREAS, the COUNTY'S 2024-2025 Community Development Annual Action Plan includes Emergency Solutions Grant (ESG) funds from the U.S. Department of Housing and Urban Development (HUD) under the Stewart B. McKinney Homeless Assistance Act of 1987, Title IV, Subtitle B, as amended; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), as amended, and the McKinney-Vento Homeless Assistance Act, as amended, to provide homeless shelter, housing assistance, essential services and other assistance to eligible beneficiaries in order to prevent individuals and families from becoming homeless; and

WHEREAS, as authorized by 42 U.S.C. 11364a(c)(1), HUD's Office of Special Needs Assistance Programs (SNAPS) made a special allocation of ESG funding available to the COUNTY to address the needs of homeless individuals or families or individuals or families at risk of homelessness in areas affected by a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C 5121 et seq.) on or after December 20, 2019, for the benefit of people whose needs are not otherwise served or fully met by existing Federal disaster relief programs, including the Transitional Sheltering Assistance (STSA) program under such Act (42 U.S.C 5170b); and

WHEREAS, the First Substantial Amendment to the 2024-2025 Community Development Annual Action Plan (First Substantial Amendment) includes this special allocation of Rapid Unsheltered Survivor Housing (RUSH) funding under the ESG Program, which is in response to the President's major disaster declarations dated September 28, 2024, DR-4828-FL, for Hurricane Helene, October 11, 2024, DR-4834-FL, for Hurricane Milton, and Federal Emergency Management Agency's (FEMA) determination that these disasters were severe enough to activate its TSA program; and

WHEREAS, the 2024-2025 Annual Action Plan, as amended, certifies the COUNTY'S compliance with Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and ESG Program, including ESG-RUSH, regulations and specifies projects to be funded under those grants; and

WHEREAS, the Board of County Commissioners, in Resolution 24-46, approved the 2024-2025 Annual Action Plan (Action Plan), and in Resolution 25-17, approved the First Substantial Amendment to the Action Plan; and

WHEREAS, HUD has approved the COUNTY'S Action Plan and First Substantial Amendment and use of the funds for the activities identified in the Action Plan and First Substantial Amendment; and

WHEREAS, as a result of the submission and approval of the COUNTY'S Action Plan and First Substantial Amendment, COUNTY and HUD entered into Funding Approval/Agreements; and

WHEREAS, the AGENCY has requested funding for operating expenses to support the Care Center emergency shelter, providing emergency shelter and support services for homeless families; hereinafter referred to as St. Vincent de Paul CARES – Care Center Operations; and

WHEREAS, **St. Vincent de Paul CARES – Care Center Operations** was approved as a project and is an eligible project under the ESG regulations at 24 C.F.R. Part 576.107; and

WHEREAS, the COUNTY will serve as a pass-through entity for AGENCY to receive ESG-RUSH funding to support its request; and

WHEREAS, under the ESG Grant and other applicable Federal law, it is required that the COUNTY and the AGENCY enter into a written subrecipient agreement for the implementation of this activity; and

WHEREAS, the Pinellas County Housing and Community Development Department (DEPARTMENT) administers the ESG program on behalf of the COUNTY.

NOW, THEREFORE, in consideration of the mutual performance of the promises and covenants contained herein, COUNTY and AGENCY agree as follows:

1. PROJECT DESCRIPTION

- a) AGENCY shall provide emergency housing and direct client support services to homeless households at the CARE Center; hereinafter referred to as the "PROJECT."

Major PROJECT tasks AGENCY shall perform include, but are not limited to, the following:

- (1) Ensure compliance with the following ESG-RUSH participant eligibility requirements:
 - i. Assisted households must meet HUD's definition of "homeless" or "at risk of homelessness", as defined at 24 CFR 576.2, or who meet the new criteria in section 103(b) of the McKinney-Vento Homeless Assistance Act (households already determined to meet the definition of homeless or at risk of homelessness and receiving ESG assistance when hurricane Helene and Milton occurred are not required to requalify as homeless or at risk of homelessness); and
 - ii. Assisted households must have been residing in a declared disaster area; and
 - iii. Assisted households have needs that will not be served or fully met by the Transitional Sheltering Assistance (TSA) Program (42 U.S.C. 5170b), Non-Congregate Sheltering (NCS), or other existing Federal disaster relief programs.
- (2) Provide emergency housing, support services, and case management to 500 households. Available support services shall include the following:
 - i. Case Management
 - ii. Development of Individualized Plans – including follow-up and ongoing support
 - iii. Housing navigation
 - iv. Linkage to Wraparound Supportive Services
 - v. Financial Resources to Achieve Housing Stability Adult Education Services
 - vi. Physical and Behavioral Health Care
 - vii. Counseling

- viii. Employment
 - ix. Legal Assistance
 - x. Financial Management Skills
- (3) PROJECT will be provided in a manner consistent with the Written Standards for Provisions of ESG Assistance outlined in **Exhibit I** of this AGREEMENT, including eligible ESG-RUSH Waivers.
 - (4) Be an active participant in the Pinellas County Continuum of Care (CoC) Coordinated Entry System.
 - (5) Be an active participant, as applicable, and maintain accurate and up to date AGENCY and program data on households assisted in the Pinellas County CoC Homeless Management Information System (PHMIS).
 - (6) Maintain program and financial records documenting participant demographic data, as required in PHMIS, and relative expenses related to the PROJECT as a result of assistance provided through the ESG funding.
 - (7) Submit quarterly performance reports, by the 15th of each month following the end of the quarter, to DEPARTMENT summarizing information entered into PHMIS, which summarizes progress made toward PROJECT completion.
- b) AGENCY agrees that expenses reimbursed under this AGREEMENT will be only for ESG eligible costs, as described in 24 C.F.R. 576.102, related to salaries and fringe benefits for the Pinellas Family Shelter Program and described in the major PROJECT tasks above.
 - c) AGENCY agrees to ensure the PROJECT avoids any duplication of benefits that may result from receiving any additional or similar assistance and that all costs are necessary and reasonable and that
 - d) COUNTY shall provide funds to AGENCY under this AGREEMENT for eligible salaries and fringe benefits for Pinellas Brigade Street Outreach staff for the PROJECT.
 - e) AGENCY shall provide COUNTY with list of personnel and time commitments allocated to perform the major tasks identified above.
 - f) AGENCY agrees that any changes in scope of services contained in the AGREEMENT, unless otherwise noted, may only be made through a written amendment to this AGREEMENT, executed by AGENCY and COUNTY.
 - g) AGENCY agrees that any equipment purchases to be reimbursed under this AGREEMENT shall be approved in advance by COUNTY, if expense is estimated to be \$500 or more. AGENCY agrees that it is AGENCY'S responsibility to notify COUNTY and provide two bids with notice of said items. Any said purchases made without prior COUNTY approval shall not be eligible for reimbursement.

2. MONITORING

- a) COUNTY shall have the right to monitor the AGENCY to ensure funding provided by this AGREEMENT is used for authorized purposes, and that performance goals are achieved by evaluating performance against goals and standards as stated above.
- b) Depending on the COUNTY'S assessment of risk of performance by AGENCY, additional requirements may be imposed on the AGENCY, including training, technical assistance, desktop, and on-site reviews.
- c) Substandard performance, as determined by the COUNTY, will constitute noncompliance with this AGREEMENT and failure by AGENCY to correct such substandard performance within a reasonable period of time being notified by COUNTY, may result in the AGENCY being determined in default.

3. TERM OF SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become valid and binding upon proper execution by the parties hereto, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **September 30, 2026**, or until COUNTY'S full and complete disbursement of funding to AGENCY, whichever comes first. AGENCY may use the funds provided herein to cover eligible PROJECT expenses incurred by the AGENCY between **September 1, 2025** and **September 30, 2026**.

4. FUNDING

- a) COUNTY, through DEPARTMENT, shall reimburse AGENCY a maximum of **\$67,100.00 (Sixty-Seven Thousand, One Hundred and NO/100 Dollars)** in ESG-RUSH funding for eligible activities related to the PROJECT.
- b) If AGENCY receives notification from a third-party funding source of an offer for additional funding to complete the PROJECT, AGENCY shall notify COUNTY in writing within thirty (30) days of receiving notification and submit a cost allocation plan for approval by COUNTY within forty-five (45) days of said notification. Should AGENCY collect any third-party payments for eligible activities for which COUNTY has reimbursed AGENCY, AGENCY shall reimburse COUNTY up to the total amount reimbursed by COUNTY.
- c) COUNTY shall pay AGENCY, on a reimbursement basis only, for all allowable agreed upon expenses to complete the PROJECT. Reimbursement will be provided only for costs that can be documented as being directly related to the PROJECT, "including allowable indirect costs, if pre-approved in the award letter."
- d) PROJECT budget shall consist of, and be limited to, the following expenditures, shown in the Project Budget table below, and be documented in accordance with 2 CFR Part 200.413 and 2 CFR Part 200.414. AGENCY shall adhere to the budget below; however, the AGENCY may reallocate funds for allowable direct costs within the Direct Costs Budget Line Item. AGENCY may reallocate funds between Project Budget line items, with approval from COUNTY as identified in section 13 Modifications, as long as the net cost line-item modification does not exceed fifteen percent (15.0%) of the total maximum funding amount under this AGREEMENT.

Project Budget	Amount
Direct Costs:	
Program delivery salaries	\$46,340.00
Fringe Benefits	\$12,008.00
Subtotal:	\$58,348.00
Indirect Cost Rate (choose only one of the following, or insert "N/A" if not requesting reimbursement for indirect costs):	
___ % Federally Negotiated Rate	N/A
15% de Minimis rate of Modified Total Direct Costs (MTDC)	\$8,752.00
TOTAL:	\$67,100.00
* Per Section 4 (c) the AGENCY may reallocate funds for allowable direct costs, or move funds between Project Budget line items, as long as the net cost line-item modification does not exceed fifteen percent (15.0%) of the total maximum funding amount under this AGREEMENT.	

**** MTDC** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

- e) AGENCY shall submit supporting documentation with each request for reimbursement of actual costs incurred by AGENCY in carrying out the PROJECT as described in Project Description. All requests must be approved by COUNTY, through the DEPARTMENT, prior to payment. A "Request for Reimbursement" form will be provided to AGENCY by the DEPARTMENT.
- f) Upon receipt and acceptance of a complete reimbursement request, COUNTY shall pay AGENCY in accordance with 2 C.F.R. 200.305(b) (3) (Payment).
- f) Should AGENCY fail to submit adequate supporting documentation with each request for payment as required by COUNTY, the COUNTY may disapprove the request.
- g) It is understood that this AGREEMENT is funded in whole or in part with ESG funds provided to COUNTY by HUD and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the COUNTY may prescribe.
- h) AGENCY agrees that in the event that any grant is reduced or withheld by HUD, COUNTY shall not be liable for payment of PROJECT expenses remaining unfunded by said reduced or withheld amount of the grant, with the exception of services or activities contracted by the AGENCY, prior to notification by HUD to COUNTY of grant reduction or grant funding withheld.
- i) In the event that HUD determines that AGENCY has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this AGREEMENT, AGENCY shall provide said reimbursement from non-federal sources within ten (10) days of said notice from COUNTY.
- j) AGENCY shall insure recognition of the role of the COUNTY in providing funding through this AGREEMENT. Where possible, all media, press releases, publications, and temporary construction signage, if applicable, utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source.
- k) AGENCY shall comply with all other requirements in **Attachment A**, Financial and Administrative Requirements, and **Attachment B**, Employment and Personnel Requirements, adopted and incorporated herein. AGENCY shall ensure contracts with contractors comply with all requirements in **Attachment C**, Contract Provisions for Contracts Under Federal Awards.

5. **SPECIFIC GRANT INFORMATION:** 2 C.F.R. Part 200.332(b) (1) (Federal Award Identification) requires that certain specific information about the ESG Grant be included in this AGREEMENT. Such information, consistent with the accordant subsections under 2 C.F.R. Part 200.332(b) (1), follows:

(a)	Subrecipient's Name	Society of St. Vincent de Paul South Pinellas, Inc. d/b/a St. Vincent de Paul CARES
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(b)	Subrecipient's Unique Entity Identifier (UEI)	U5XLSCJJP9A6
(c)	Federal Award Identification Number (FAIN)	E-25-UW-12-0005
(d)	Federal Award Date	2/4/2025
(e)	Subaward Period of Performance Start and End Date	09/01/25 – 09/30/26
(f)	Subaward Budget Period Start and End Date	10/01/24 – 09/30/26
(g)	Amount of Federal Funds Obligated in the subaward	\$67,100.00
(h)	Total Amount of Federal Funds Obligated to Subrecipient (<i>"by the pass-through entity including the current financial obligation"</i>)	\$580,422.00
(i)	Total Amount of the Federal Award (<i>"committed to the subrecipient by the pass-through entity."</i>)	\$580,422.00
(j)	Federal Award Project Description, as required by the Federal Funding Accountability and Transparency Act (FFATA)	Provision of funding for reimbursement of salaries and fringe benefits for emergency shelter and support services.
(k)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(l)	Pass-Through Entity, GRANTEE	Pinellas County
(m)	Contact Information for Awarding Official, GRANTEE	Brook Gajan, Compliance Manager 310 Court Street, 1st Floor Clearwater, Florida 33756 Phone: 727-464-8232
(n)	CFDA Number and Name	14.231 Emergency Solutions Grant Program
(o)	Amount Made Available Under Each Federal Award	\$512,336.00
(p)	Identification of Whether the Award is for research and development (R&D)	Award not for R&D
(q)	Indirect Cost Rate for the Federal Award (including if the de minimis rate is used in accordance with 2 C.F.R 200.414	N/A

6. PROGRAM INCOME

Although no program income, as defined by 2 C.F.R. Part 200.1 (Definitions), is anticipated as a result of this PROJECT, any such income received by AGENCY is to be returned to COUNTY within thirty (30) days of receipt of such funds. Upon completion of the PROJECT, AGENCY shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.

7. DEFAULT

The AGENCY will be in default of this AGREEMENT, if AGENCY materially fails to perform under or breach any of the terms of this AGREEMENT, including but not limited to:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;

- b) Failure, for any reason, of the AGENCY to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT;
- d) Submission by the AGENCY to COUNTY of reports that are incorrect or incomplete in any material respect; or
- e) Sale or alteration of the PROJECT or PROPERTY in a way that no longer conforms to the use or terms specified herein.

8. REMEDIES

In the event of a default, COUNTY shall be entitled, in addition to all other remedies provided in law or equity:

- a) To compel specific performance by AGENCY of its obligations under this AGREEMENT;
- b) In accordance with 2 C.F.R. Part 200.339 (Remedies for Noncompliance), if COUNTY determines in its sole discretion that non-compliance or non-performance of the terms of the Agreement cannot be remedied by the imposition of additional conditions, or if COUNTY determines that an opportunity to cure the default is unwarranted or will likely be ineffective, COUNTY may take one or more of the following actions upon seven (7) calendar days' notice in writing to AGENCY:
 - i. Temporarily withhold reimbursement requests until AGENCY takes corrective action;
 - ii. Disallow costs for all or a part of the activity associated with the noncompliance of AGENCY;
 - iii. Initiate suspension or debarment proceedings;
 - iv. Withhold further Federal awards (new awards or continuation funding) for the project or program;
 - v. Suspend or terminate the AGREEMENT in part or in its entirety; or
 - vi. Take any other legal or equitable action available.

Per 2 C.F.R. Part 200.342 (Opportunities to Object, Hearings, and Appeals), AGENCY will be entitled to hearings, appeals or other administrative proceedings to which AGENCY is entitled under any statute or regulation applicable to the action involved.

- c) In the event of a default by AGENCY, COUNTY may impose additional conditions, including requiring additional information from AGENCY to determine reasons for, or extent of, noncompliance or lack of performance, withhold authority to proceed to the next phase, require additional project monitoring, require the AGENCY to obtain technical or management assistance. COUNTY may also give AGENCY a reasonable opportunity to cure the default; reasonableness shall be determined by COUNTY and shall be based upon the nature and extent of the default.

9. TERMINATION

- a) Termination for cause. This AGREEMENT may be terminated by COUNTY for cause in accordance with Sections 8 and 9 herein.
- b) Termination for convenience. This AGREEMENT may be terminated by COUNTY or AGENCY, in whole or in part, upon sixty (60) days written notice by the terminating party to the other party, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be

terminated. However, if in the case of a partial termination initiated by AGENCY, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety. When applicable, the COUNTY will follow the applicable requirements of 2 C.F.R. Part 200.340 (Termination) and 2 CFR Part 200.341 (Notification of Termination Requirement) for reporting termination of AGREEMENT to the OMB-designated integrity and performance system, System for Award Management (SAM) database.

- c) Closeout. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.344 (Closeout) and 2 C.F.R. Part 200.345 (Post-closeout adjustments and continuing responsibilities).
- d) Effects of Termination. Costs to the AGENCY resulting from obligations incurred by the AGENCY, or during a suspension after termination of the AGREEMENT are not allowable unless the COUNTY otherwise expressly authorizes AGENCY in the notice of suspension or termination. Costs to the AGENCY during suspension or after termination are allowable if resulting from obligations which were properly incurred before the effective date of suspension or termination, or if the costs would be allowable if the AGREEMENT was not suspended or expired normally at the end of the AGREEMENT in which the termination takes effect.

10. INDEMNIFICATION

AGENCY agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless 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 AGENCY; or by, or on account of, any claim or amounts recovered under the Worker's Compensation Law or 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. The duty to defend under this paragraph is independent and separate from the duty to indemnify and the duty to defend exists regardless of any ultimate liability of AGENCY, COUNTY, and any indemnified party.

11. INSURANCE

- a) AGENCY shall procure, pay for and maintain insurance coverage per **Attachment D**, Insurance Requirements.
- b) AGENCY shall furnish COUNTY, or its designee, with properly executed Certificate of Insurance which shall clearly evidence all insurance required in this section prior to commencement of PROJECT. The certificates will, at a minimum, list exclusions, limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

12. NOTICES; AGREEMENT REPRESENTATIVES

- a) Notices required by this AGREEMENT shall be in writing and delivered via mail (postage required), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notices delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other

communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise identified in this AGREEMENT or modified by subsequent written notice.

- b) PROJECT shall be conducted and administered under the direction of AGENCY representative. Unless otherwise specified herein or necessary, AGENCY representative shall coordinate PROJECT implementation with COUNTY representative (Project Manager). Further, unless otherwise stipulated herein or necessary, all notices, invoices, payments, reports, and other written communications shall be conducted and exchanged between the representatives for AGENCY and COUNTY, the contact information for whom follows:

COUNTY REPRESENTATIVE:

Joe Riddle, Grants Program Manager
Pinellas County Housing and
Community Development
440 Court Street, 2nd Floor
Clearwater, Florida 33756
Telephone: 727-464-8234
Fax: 727-464-8254
Email: jriddle@pinellas.gov

AGENCY REPRESENTATIVE:

Michael Raposa, CEO
Society of St. Vincent de Paul South Pinellas, Inc.
d/b/a St. Vincent de Paul CARES
384 - 15th Street North
St. Petersburg, Florida 33705
Telephone: 727-954-7990
Fax: 727-821-6244
Email: michael@svdpsp.org

13. MODIFICATIONS

- a) COUNTY or AGENCY may amend this AGREEMENT at any time to conform with Federal, state, or local governmental guidelines and policies, or for other reasons provided that such amendments make specific reference to this AGREEMENT, and are executed in writing, signed by a duly authorized representative of COUNTY and AGENCY, and approved by the COUNTY'S governing body. Such amendments will not invalidate this AGREEMENT, nor relieve or release the COUNTY or AGENCY from its obligations under this AGREEMENT.
- b) Modifications to this AGREEMENT for minor project description updates that do not change the purpose of the project and for budget line-item changes that do not increase the maximum funding amount shall be submitted in the format prescribed and provided by the COUNTY in **Attachment E**, Modification Form. Modifications may be executed on behalf of the COUNTY by its Director of the DEPARTMENT.

14. ASSIGNABILITY

- a) AGENCY shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT without the prior written approval of COUNTY. Any purported assignment in violation of this section shall be null and void. All requirements of this AGREEMENT shall be applicable to any subcontracts entered into under this AGREEMENT and it shall be AGENCY'S responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.
- b) AGENCY shall not pledge, mortgage this ESG Grant award, or any interest therein or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the written approval of the COUNTY.

15. GOVERNING LAW

AGENCY agrees to comply with the following Federal laws incorporated herein by reference as though set forth in full, which shall govern this AGREEMENT except as otherwise provided herein:

- a) Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42.U.S.C. 11371-11378);
- b) Terms and conditions of the government grants under Title IX, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.);
- c) Title 24 of the Code of Federal regulations, 576 (HUD regulations concerning ESG);
- d) 24 CFR part 5, subpart A, including nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and the housing counseling requirements at 24 CFR 5.111.
- e) The "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 C.F.R. Part 200; and
- f) Any and all laws, statutes, ordinances, rules, regulations, or requirements of the Federal, State, or local governments, and any agencies thereof, which relate to or in any manner affect the performance of this AGREEMENT.

Further, AGENCY agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing AGENCY's organization and governing the award provided under this AGREEMENT. **Attachment F**, Federal Program Requirements, provides an overview of other federal requirements as they relate to the award. AGENCY further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available. This AGREEMENT incorporates all terms and conditions of the ESG Grant and are hereby imposed upon AGENCY. Moreover, those rights reserved by HUD in the ESG Grant are hereby reserved by the COUNTY to the extent permitted by law.

The laws of the State of Florida shall otherwise govern this AGREEMENT.

16. RELATIONSHIP OF THE PARTIES

Nothing contained in this AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. AGENCY will at all times remain an independent entity with respect to performance of the PROJECT. COUNTY will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the AGENCY is an independent entity.

17. PERFORMANCE WAIVER

COUNTY'S failure to act with respect to a breach by AGENCY does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision will not constitute a waiver of such right or provision. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

18. SEVERABILITY

The terms and conditions of the AGREEMENT shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this AGREEMENT shall continue in full force and effect, unless the particular clause, term or condition held to be illegal or void renders the balance of the AGREEMENT impossible to perform.

19. ENTIRETY

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and AGENCY and supersedes all prior negotiations, representations, or agreements either oral or written.

COUNTY and AGENCY may execute this AGREEMENT in counterparts, each of which is deemed an original and all of which constitute only one AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the last date of execution as shown below.

ATTEST: *Note: Two witnesses are required*

Witness #1 Signature

Print or Type Name

Witness #2 Signature

Print or Type Name

ATTEST: *Note: Two witnesses are required*

Witness #1 Signature

Print or Type Name

Witness #2 Signature

Print or Type Name

PINELLAS COUNTY, FLORIDA

a political subdivision, of the State of Florida

By: _____
Barry A. Burton, County Administrator

Date: _____

**AGENCY: Society of St. Vincent de Paul South
Pinellas, Inc. d/b/a St. Vincent de Paul CARES**
a Florida Not-for-Profit Corporation

By: _____

Name/Title

Date: _____

ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A1. FINANCIAL MANAGEMENT

- a) Accounting Standards. AGENCY agrees to comply with Subpart E of 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b) Cost Principles. AGENCY will administer its program in conformance with Subpart E of 2 CFR Part 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.
- c) Duplication of Costs. AGENCY certifies that work to be performed under this AGREEMENT does not duplicate any work to be charged against any other contract, subcontract, or other source.

A2. REQUIRED WRITTEN POLICIES, PROCEDURES

- a) General. AGENCY will provide the following written policies or procedures in accordance with 2 CFR Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 5.106:
 - i. Conflict of Interest Policy, in accordance with 2 CFR 200.112 (Conflict of Interest), 2 CFR 200.318(c) (General Procurement Standards).
 - ii. Cost Allowability Procedures for determining the allowability of costs in accordance with 2 CFR 200.302(b) (7) (Financial Management) and 2 CFR 200.403 (Factors Affecting Allowability of Costs).
 - iii. Cash Management/Payment Timing Procedures to implement the requirements of 2 CFR 200.305 (Federal Payment).
 - iv. Procurement/Purchasing Policy, in accordance with 2 CFR 200.318(a) (General Procurement Standards), 2 CFR 200.319(c) (d) (Competition), and 2 CFR 200.320 (Procurement Methods), 2 CFR 200.324 (Contract Cost and Price), 2 CFR 200.326 (Bonding Requirements).
 - v. Compensation, Fringe Benefits and Travel Costs, in accordance with 2 CFR 200.430 (Compensation-Personal Services), 2 CFR 200.431 (Compensation-Fringe Benefits), 2 CFR 200.474 (Transportation Costs).
 - vi. If applicable. Gender Identity Equal Access Operating Policy and Procedures, in accordance with 24 CFR 5.106 (Equal Access in Accordance with the Individual's Gender Identity in Community Planning and Development Programs) If AGENCY is a manager or owner of temporary or emergency shelters or other buildings and facilities and providers of services.

A3. DOCUMENTATION AND RECORDKEEPING

- a) Records to Be Maintained. AGENCY will maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 (Recordkeeping and Reporting Requirements), 2 CFR 200.302 (Financial Management) and 2 CFR 200.334 (Records Retention) that are pertinent to the activities to be funded under this AGREEMENT. Such records include but are not limited to:
 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets the requirements of the ESG program;
 - iii. Records required to determine the eligibility of activities;

- iv. Records demonstrating participants eligibility or ineligibility. Such data shall include, but not be limited to, client name, address, homeless status, at-risk status of homelessness status, income level or other basis for determining eligibility, and description of benefit provided. AGENCY understands that protected personally identifiable information (PII) is private and, when not directly connected with the administration of this AGREEMENT, shall not be disclosed, unless written consent is obtained from such person receiving benefit and, in the case of a minor, that of a responsible parent/guardian;
- v. Program participant records. Records that document the services and assistance provided to that program participant, including, as applicable, the security deposit, rental assistance, and utility payments made on behalf of the program participant; compliance with the applicable requirements for providing services and assistance to that program participant under the program components and eligible activities provisions at § 576.101 through § 576.106, the provision on determining eligibility and amount and type of assistance at § 576.401(a) and (b), and the provision on using appropriate assistance and services at § 576.401(d) and (e); and where applicable, compliance with the termination of assistance requirement in § 576.402.
- vi. Centralized or coordinated assessment systems and procedures. Documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system(s) developed by the Continuum of Care(s) in accordance with the requirements established by HUD.
- vii. Rental assistance agreements and payments. Copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.
- viii. Utility allowance. Documentation of the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.
- ix. Shelter and housing standards. Documentation of compliance with the shelter and housing standards in § 576.403, including inspection reports.
- x. Emergency shelter facilities. Records of emergency shelters assisted under the ESG program, including the amount and type of assistance provided to each emergency shelter. As applicable, the recipient's records must also include documentation of the value of the building before the rehabilitation of an existing emergency shelter or after the conversion of a building into an emergency shelter and copies of the recorded deed or use restrictions.
- xi. Services and assistance provided. Record of types of essential services, rental assistance, and housing stabilization and relocation services provided under the recipient's program and the amounts spent on these services and assistance. The recipient and its subrecipients that are units of general purpose local government must keep records to demonstrate compliance with the maintenance of effort requirement, including records of the unit of the general purpose local government's annual budgets and sources of funding for street outreach and emergency shelter services.
- xii. Coordination with Continuum(s) of Care and other programs. Documentation of compliance with the requirements of § 576.400 for consulting with the Continuum(s) of Care and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs.
- xiii. HMIS. Records of the participation in HMIS or a comparable database by all projects of the recipient and its subrecipients.
- xiv. Conflicts of interest. Records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.

- xv. Homeless participation. Documentation of compliance with the homeless participation requirements under § 576.405.
- xvi. Faith-based activities. Documentation of compliance with the faith-based activities requirements under § 576.406.
- xvii. Other Federal requirements. Documentation of compliance with the Federal requirements in § 576.407 and § 576.409, as applicable, including:
 - (1) Records demonstrating compliance with the nondiscrimination and equal opportunity requirements under § 576.407(a) and the affirmative outreach requirements in § 576.407(b), including:
 - i. Data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with ESG funds; and
 - ii. Documentation of the actions that the recipient has taken to affirmatively further fair housing, pursuant to §§ 5.151 and 5.152 of this title.
 - (2) Records demonstrating compliance with the uniform administrative requirements in 2 CFR part 200.
 - (3) Records demonstrating compliance with the environmental review requirements, including flood insurance requirements.
 - (4) Certifications and disclosure forms required under the lobbying and disclosure requirements in 24 CFR part 87.
 - (5) Data on emergency transfers requested under § 576.409, pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.
- xviii. Relocation. The records must include documentation of compliance with the displacement, relocation, and acquisition requirements in § 576.408.
- xix. Financial records.
 - (1) The recipient must retain supporting documentation for all costs charged to the ESG grant.
 - (2) The recipient and its subrecipients must keep documentation showing that ESG grant funds were spent on allowable costs in accordance with the requirements for eligible activities under “§§ 576.101 through 576.109, financial management in 2 CFR 200.302, and the cost principles in 2 CFR part 200, subpart E.
 - (3) The recipient and its subrecipients must retain records of the receipt and use of program income.
 - (4) The recipient must keep documentation of compliance with the expenditure limits in § 576.100 and the expenditure deadline in § 576.203.
- xx. Subrecipients and contractors.
 - (1) The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable. If the recipient is a State, the recipient must keep records of each recapture and distribution of recaptured funds under § 576.501.
 - (2) The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 2 CFR part 200, subpart D.
 - (3) The recipient must ensure that its subrecipients comply with the recordkeeping requirements specified by the recipient and HUD notice or regulations.
- xxi. Other records specified by HUD. The recipient must keep other records specified by HUD.
- xxii. Confidentiality.
 - (1) The recipient and its subrecipients must develop and implement written procedures to ensure:

- i. All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;
 - ii. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
 - iii. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
 - (2) The confidentiality procedures of the recipient and its subrecipients must be in writing and must be maintained in accordance with this section.
- b) Period of record retention. All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
- i. Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;
 - ii. Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and
 - iii. Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.
- c) Access to records.
- i. Federal Government rights. Notwithstanding the confidentiality procedures established under paragraph (x) of this section, the recipient and its subrecipients must comply with the requirements for access to records in 2 CFR 200.336.
 - ii. Public rights. The recipient must provide citizens, public agencies, and other interested parties with reasonable access (consistent with state and local laws regarding privacy and obligations of confidentiality and the confidentiality requirements in this part) to records regarding any uses of ESG funds the recipient received during the preceding 5 years.
 - iii. Access to Records [2 CFR 200.337].
 - (1) Records of Recipients and Subrecipients. The Federal agency, or pass-through entity, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to any records of the COUNTY or AGENCY pertinent to the Federal award, to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the COUNTY'S or AGENCY'S personnel for the purpose of interview and discussion related to such documents or the Federal award in general.
 - (2) Extraordinary and Rare Circumstances. The COUNTY or AGENCY and Federal agency or pass-through entity must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered

extraordinary and rare circumstances that would necessitate access to this information. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Federal agency.

- (3) Expiration of Right of Access. The Federal agency's or pass-through entity's rights of access are not limited to the required retention period of this part but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon COUNTY and AGENCY.
- d) Methods for Collection, Transmission, and Storage of Information [2 CFR 200.336]. When practicable, AGENCY must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, AGENCY must always provide or accept paper versions of Federal award information to and from the COUNTY. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The AGENCY does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, AGENCY may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.
- e) Audits and Inspection. If AGENCY expends more than \$1,000,000 or more in a fiscal year in Federal awards from all sources, AGENCY must have a single audit or program-specific audit conducted for that year in accordance with 2 CFR Part 200.501 – Audit Requirements. The Catalog of Federal Domestic Assistance (CFDA) number is 14.231. Audit report shall be submitted to DEPARTMENT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, unless AGENCY and the DEPARTMENT agree to a longer period in advance. AGENCY shall be responsible for the costs associated with this audit. AGENCY shall submit any additional documentation requested by COUNTY to substantiate compliance to this provision if necessary. In the event the AGENCY expends less than the threshold established by 2 CFR Part 200.501, the AGENCY is exempt from Federal audit requirements for that fiscal year, however, the AGENCY must provide a Single Audit exemption statement to the COUNTY no later than three months after the end of the AGENCY'S fiscal year for each applicable audit year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this AGREEMENT, AGENCY shall be held liable for reimbursement to COUNTY of all funds not expended in accordance with these applicable regulations and AGREEMENT provisions within thirty (30) days after COUNTY has notified AGENCY of such non-compliance.

The AGENCY is responsible for follow-up and corrective action on all audit findings pursuant to 2 CFR Part 200.511 (Audit Findings Follow Up) and 2 CFR Part 200.512 (Report Submission). Failure of AGENCY to comply with the above audit requirements will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

A4. REPORTING

- a) General. AGENCY shall provide to DEPARTMENT its Unique Entity Identifier (UEI) and must register and maintain the currency of information in the System for Award Management (SAM) database, so that Grantee complies with the requirements established by the Federal Office of Management and Budget concerning the UEI, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 CFR Part 25 and 2 CFR Part 170. AGENCY will also comply with the Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25-Award Term.
- b) Program Income. Although no program income, as defined by 2 C.F.R. Part 200.1 (Definitions), is anticipated as a result of this PROJECT, any such income received by AGENCY is to be returned to COUNTY within thirty (30) calendar days of receipt of such funds. Such income may include income from service fees, sale of commodities, and rental or usage fees. Upon expiration, cancellation or termination of this AGREEMENT, AGENCY shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.
- c) Periodic Reports.
 - i. Quarterly, AGENCY shall submit PHMIS performance reports to DEPARTMENT summarizing information entered into PHMIS which summarizes information on all clients/users of the PROJECT and/or information as necessary to quantify the results, if applicable. Quarterly reports are due 15 days following the end of each quarter of the AGREEMENT: January 15, April 15, July 15, and October 15. The final quarterly report is due no later than 15 business days after the end of the quarter that included the final payment request. Quarterly reports are submitted in the County's online grant management software.

A5. ENVIRONMENTAL

AGENCY shall not assume COUNTY'S environmental responsibilities described at 24 CFR 576.407; and AGENCY shall not assume COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52. However, AGENCY agrees that it shall supply COUNTY with all available, relevant information necessary for the COUNTY to perform any required environmental review pursuant to HUD regulations at 24 CFR Part 50, as amended, for each property to be acquired, rehabilitated, converted, leased, repaired or constructed with the ESG Award; it shall carry out mitigating measures required by the COUNTY or select alternate eligible property; and it shall not acquire, rehabilitate, convert, lease, repair or construct property, or commit HUD or local funds to such program activities with respect to any such property, until it has received notice from the COUNTY that the environmental review is complete.

A6. ENVIRONMENTAL CONDITIONS AND HISTORICAL REVIEW

- a) Air and Water. The AGENCY agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- b) Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the AGENCY shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- c) Lead-Based Paint. The AGENCY agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 576.403, and 24 CFR Part 35, Subparts A, B, H, J, K, M and R. Such regulations pertain to all ESG-assisted emergency shelters and permanent housing occupied by program participants.
- d) Historic Preservation. The AGENCY agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

ATTACHMENT B – EMPLOYMENT AND PERSONNEL REQUIREMENTS

B1. ANTIDISCRIMINATION REQUIREMENTS

- a) **APPLICABLE LAWS.** AGENCY shall comply with all federal, state, and local antidiscrimination laws during the term of this AGREEMENT. Specifically, AGENCY shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, gender, sexual orientation, age, familial status, pregnancy, handicap, and national origin, AIDS or HIV. Upon receipt of evidence of such discrimination, COUNTY shall have the right to terminate this AGREEMENT. AGENCY shall take the necessary steps to ensure that applicants for employment and employees are treated without regard to such discriminatory classifications. When expending the Award, AGENCY shall, within the eligible population, comply with the following nondiscrimination requirements:
 - i. **Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations in 24 CFR Part 1, which prohibits discrimination in any program or activity funded in whole or in part with funds made available under this AGREEMENT.
 - ii. **Anti-Discrimination.** Pinellas County Ordinance, Chapter 70 – Human Relations, Article II – Discrimination, which prohibits discrimination in the areas of employment, government programs, and housing and public accommodations on the basis of race, color, religion, national origin, familial status, sex (including gender identity and gender expression), sexual orientation, and disability within the legal boundaries of Pinellas County, Florida, including all unincorporated and incorporated areas.
 - iii. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - iv. **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138 and 2 CFR 200.321 applies to grants under this part. Consistent with HUD's responsibilities under these Orders and with COUNTY'S Ordinance No. 26.5 Part 2, AGENCY must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
 - v. **Section 3.** The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than \$200,000) shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Compliance with the provisions of Section 3 shall be a condition of the Federal financial assistance provided under this contract and binding upon COUNTY'S, AGENCY, and any of AGENCY'S subcontractors. Failure to fulfill these requirements shall subject AGENCY and any of AGENCY'S subcontractors, their successors and assigns, to those sanctions specified by the AGREEMENT through

which Federal assistance is provided. AGENCY certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

AGENCY will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

AGENCY further agrees to comply with these Section 3 requirements to include the following language in all subcontracts executed under this AGREEMENT: *“The work to be performed under this AGREEMENT is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”*

AGENCY further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within Pinellas County; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the ESG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

- vi. Age Discrimination Act of 1975, as Amended. No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)
- vii. Section 504 of the Rehabilitation Act of 1973, as Amended. No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)
- viii. Public Law 101-336, Americans with Disabilities Act of 1990. Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
- ix. ADA Compliance. AGENCY shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (state and local government grantees).

- b) **POSTING REQUIREMENT.** AGENCY shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause.

B2. GENDER IDENTITY

AGENCY, if a manager or owner of temporary or emergency shelters, shall comply with the terms and conditions set forth in 24 CFR 5.105(a) (2) and 24 CFR 5.106: equal access to accommodations, placement and services shall be provided in accordance with the individual's gender identity, and individuals will not be subjected to intrusive questioning or asked to provide evidence of the individual's gender.

B3. CONFLICT OF INTEREST

No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, the AGENCY, or any designated public agency.

AGENCY agrees to abide by the provisions of 2 CFR Part 200.318 and 24 CFR Part 576.404, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

B4. DEBARMENT AND SUSPENSION

- a) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.** AGENCY acknowledges that this Grant is subject to 31 CFR Part 19 (Government Debarment and Suspension (Nonprocurement)). AGENCY acknowledges it is not included in the Federal Government's Excluded Parties List, accessible on www.sam.gov. If AGENCY ever is placed on such list, or becomes aware that it will be placed on such list, AGENCY shall notify COUNTY immediately.
 - i. AGENCY certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where AGENCY is unable to certify to any of the statements in this contract, AGENCY will attach an explanation to this contract.
 - iii. AGENCY further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- b) **Changes.** AGENCY shall report all changes to systems utilized to carry out the PROJECT, any conflicts of interest that occur during the period of performance, debarment and suspensions, and incidents of fraud, waste, and abuse.

B5. RELIGIOUS ACTIVITIES

AGENCY, if a faith-based organization, shall comply with the terms and conditions set forth in 24 CFR Part 5 General HUD Program Requirements; Waivers, Section 5.109, Equal Participation of Religious Organizations in HUD Programs, as well as 24 CFR Part 576.406 regarding faith-based organizations.

B6. LOBBYING

AGENCY acknowledges AGREEMENT is subject to 31 USC Part 1352 (Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions) and 55 FR 6736, and 54 FR 52306. AGENCY certifies by signing this contract, to the best of his or her knowledge and belief that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c) It will require that the language of paragraph (d) of this Section 5B (Lobbying) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- d) Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTACHMENT C - CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

This AGREEMENT is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, AGENCY shall ensure all contracts awarded to qualified bidders are subject to the following provisions, as applicable, to the services provided.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

If this contract meets the definition of a "federally assisted construction contract", during the performance of this contract, the Contractor agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant with another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access

to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the COUNTY or AGENCY wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the COUNTY or AGENCY must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government's Excluded Parties List. The Excluded Parties List is accessible at <https://uscontractorregistration.com/> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award exceeding \$100,000 must submit a completed "Disclosure of Lobbying Activities" [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal agency or COUNTY in accordance with the established Federal agency policies.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and COUNTY. CONTRACTOR is also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339, Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or COUNTY designates as sensitive or the COUNTY designates as sensitive and is consistent with applicable federal, state, local and tribal laws regarding privacy and responsibility over confidentiality. Per Title 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more type of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, and/or educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-owned Businesses and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must, when possible, should ensure that small, businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are considered as set forth below:

(1) Include these business types on solicitation lists;

- (2) Assuring that these business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Domestic Preferences for Procurements [2 CFR §200.322]: CONTRACTOR should (a) to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Procurement of Recovered Materials [2 CFR §200.323]: CONTRACTOR must (a) comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) should, to the greatest extent practicable

and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost-plus percentage of cost and percentage of construction costs methods of contracting.

Record Retention Requirements [2 CFR 200.334]: Financial award records must be retained for three years from the date of submission of the final financial report. For awards that are renewed quarterly or annually, records must be retained for three years from the date of the submission of the quarterly or annual financial report, respectively. Records to be retained include but are not limited to financial records, supporting documentation, and statistical records. Federal agencies or COUNTY may not impose any other record retention requirements except for the following:

- (1) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period.
- (2) When the COUNTY or AGENCY is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
- (3) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.
- (4) The three-year retention requirement does not apply to the COUNTY or AGENCY when records are transferred to or maintained by the Federal agency.
- (5) Records for program income earned after the period of performance must be retained for three years from the end of the COUNTY'S or AGENCY'S fiscal year in which the program income is earned. This only applies to if the Federal agency or pass-through entity requires the COUNTY or AGENCY to report on program income earned after the period of performance in the terms and conditions the Federal award.
- (6) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:
 - *If submitted for negotiation.* When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate, (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.
 - *If not submitted for negotiation.* When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Request for Transfer of Records [22 CFR 200 § 200.335]: The Federal agency must request the transfer of records to its custody from the COUNTY or AGENCY when it determines that the records possess long-term retention value.

However, the Federal agency may arrange for the COUNTY or AGENCY to retain the records that have long-term retention value so long as they are continuously available to the Federal Government.

Methods for Collection, Transmission, and Storage of Information. [2 CFR 200 § 200.337]: When practicable, the Federal agency or pass-through entity and the COUNTY or AGENCY must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the COUNTY or AGENCY. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The COUNTY or AGENCY does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the COUNTY or AGENCY may substitute electronic versions may be of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

Access to Records [2 CFR 200 § 200.337]:

- (1) *Records of Recipients and Subrecipients.* The Federal agency, or pass-through entity, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to any records of the COUNTY or AGENCY pertinent to the Federal award to perform audits, examinations, execute site visits, or for any other official use. This right also includes timely and reasonable access to the COUNTY'S or AGENCY'S personnel for the purpose of interview and discussion related to such documents or the Federal award in general.
- (2) *Extraordinary and Rare Circumstances.* The COUNTY or AGENCY and Federal agency or pass-through entity must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Federal agency.
- (3) *Expiration of Right of Access.* The Federal agency's or pass-through entity's rights of access are not limited to the required retention period of this part but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon COUNTY and AGENCY.

ATTACHMENT D - INSURANCE REQUIREMENTS

(To be attached by Risk Management Department)

ATTACHMENT D - INSURANCE REQUIREMENTS

(To be attached by Risk Management Department)

ATTACHMENT D - INSURANCE REQUIREMENTS

(To be attached by Risk Management Department)

Attachment E



PINELLAS COUNTY HOUSING AND
COMMUNITY DEVELOPMENT DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION
440 COURT STREET, 2ND FLOOR, CLEARWATER, FL 33756

AGREEMENT MODIFICATION REQUEST
For budget allocation, or contract language changes.

Authorized Official:		Date of Request:	
Agency Name:		Effective Date:	
Address:		Modification Number:	
Budget Change:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Contract Name/ Number:	

A. REQUESTED MODIFICATION (reference appropriate agreement section) why is this change needed and what will be impacted by this change?

Why change is needed, what will be impacted
Revised SPA Sections – New language

B. BUDGET MODIFICATION: N/A

PROVIDER AGENCY:

Authorized By: _____

Name/Title: _____

Date: _____

BCC Approval Required: Yes ☐ No ☐

BCC Approval Date: _____

Effective Date: _____

PINELLAS COUNTY GOVERNMENT:

Verified By: _____

Gregg Mims, Director
Name/Title: _____

Date: _____

**ATTACHMENT F
OTHER FEDERAL PROGRAM REQUIREMENTS**

576.407 Other Federal requirements.

- (a) **General.** The requirements in [24 CFR part 5, subpart A](#) are applicable, including the nondiscrimination and equal opportunity requirements at [24 CFR 5.105\(a\)](#) and the housing counseling requirements at [24 CFR 5.111](#). Section 3 of the Housing and Urban Development Act of 1968, [12 U.S.C. 1701u](#), and implementing regulations at [24 CFR part 75](#) apply, except that homeless individuals have priority over other Section 3 residents in accordance with [§ 576.405\(c\)](#).
- (b) **Affirmative outreach.** The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.
- (c) **Uniform requirements.** The requirements of [2 CFR part 200](#) apply to the recipient and subrecipients, and:
 - (1) Program income may be used as matching contributions, subject to the requirements in [§ 576.201](#);
 - (2) The disposition of real property for which ESG funds are used for major rehabilitation, conversion, or other renovation under [§ 576.102](#) is governed by the minimum period of use requirements under [§ 576.102\(c\)](#).
- (d) **Environmental review responsibilities.**
 - (1) Activities under this part are subject to environmental review by HUD under [24 CFR part 50](#). The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by [24 CFR part 50](#). The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).
 - (2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under [24 CFR part 50](#) and the recipient has received HUD approval of the property.
- (e) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act ([40 U.S.C. 276a](#) to 276a-5) do not apply to the ESG program.

- (f) ***Procurement of Recovered Materials.*** The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Exhibit 1

Written Standards for Provision of Emergency Solutions Grant (ESG)

Pinellas County Housing and Community Development Department
440 Court Street, 2nd Floor
Clearwater, Florida 33756
727-464-8210



In accordance with the requirements of 24 CFR 91.220(l)(4)(i) and 576.400(e)(1) and (e)(3), Pinellas County has developed the following written standards for the provision of Emergency Solutions Grant (ESG) funding.

Pinellas County is awarded ESG funds annually from the U.S. Department of Housing and Urban Development as a part of the Annual Action Plan Process. ESG funds are designed to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness.

Pinellas County will focus on six of the eligible components under the ESG Program: Street Outreach, Emergency Shelter, Rapid Re-Housing, Homelessness Prevention, Data Collection (Homeless Management Information System (HMIS)) and Administration. Pinellas County will identify which eligible components will be funded each year, based on need, in the Annual Action Plan.

ESG funds will be used to address the needs of the individuals and families and decrease the number of homeless and at-risk households who need emergency assistance. The goals are to: 1) improve the number and quality of emergency shelters for homeless individuals and families, help operate emergency shelters, and provide essential services to residents of emergency shelters; 2) prevent individuals and families from becoming homeless by assisting households at-risk of homelessness remain in their housing; 3) rapidly re-house homeless individuals and families living in emergency shelters or uninhabitable places move into stable housing; and 4) provide case management to increase the likelihood of housing stability.

There will be coordination among emergency shelter providers, essential services providers, homelessness prevention and rapid re-housing assistance providers, and other homeless assistance providers to maximize the use of the ESG funding and ensure that there is a coordinated and centralized effort to reach individuals and families in need.

For rapid re-housing, homelessness prevention, and HMIS components of the ESG Program, staff will outreach to various non-profit agencies to provide an awareness of the available funding and opportunity to apply to administer each component. Applications received will be reviewed and scored by County staff based on 1) capacity and related experience to perform the technical functions of each component, including methods of complying with the Federal requirements pertaining to income requirements, property inspections, and rent reasonableness; 2) ability to provide comprehensive case management services and thoroughly analyze the situation of the applicant and their compatibility with the structure of the program; 3) past experience and current capacity of lead agency (if applicable) and/or collaborating agencies to coordinate service delivery, collect and use client data, and knowledge and compliance with Federal regulations; and 4) comprehensiveness of the ancillary support services and referral resources that include broad participation of service providers. Selected agencies (ESG Provider) will contract with the County for funding. ESG Providers will provide housing relocation and stabilization services, including financial assistance, housing search and placement activities and housing stability case management, and determine participant eligibility for the program. ESG Providers will determine the type and amount of assistance being provided as determined by participant needs assessment. All documentation will be submitted to the County for final approval and reimbursement of funds. Additionally, in order to ensure timely expenditure of funds, County may choose at any time to administer the rapid re-housing, homelessness prevention and HMIS components of the ESG Program using County staff.

For the street outreach and emergency shelter components of the ESG Program, staff will seek applications from homeless service providers through an annual competitive application cycle. Applications received from eligible homeless service providers will be reviewed and ESG-eligible street outreach, essential service, shelter operation or shelter renovation activities will be selected for funding based on the County's identified needs and Continuum of Care's homeless delivery system. Selected agencies will contract with the County for funding. Funding for activities under the emergency shelter component will not exceed sixty percent (60%) of the total annual ESG funding allocation.

The following eligibility requirements have been established for the Street Outreach component of the program:

- Program participants must meet the criteria under paragraph (1)(i) of the "homeless" definition in 576.2, also identified as "unsheltered homeless people." A homeless certification form will be required. Acceptable evidence includes a written observation by an outreach worker of the conditions where the individual or family was living, a written referral by another housing or service provider, or a certification by the individual or head of household seeking assistance.

The following eligibility requirements have been established for the Emergency Shelter component of the program:

- Emergency Shelter is any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. This definition excludes transitional housing.
- For the purpose of shelter renovations, emergency shelters must be owned by a government entity or private nonprofit organization.
- For emergency shelter activities located in the cities of Clearwater, Largo, and St. Petersburg, facility must benefit residents of the Urban County.

The following eligibility requirements have been established for the Homelessness Prevention and/or Rapid Re-housing components of the program as documented at intake:

- Program participants must meet the criteria under paragraph (1) of the "at risk of homelessness" definition in 576.2 for homeless prevention assistance or meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in 576.2 for rapid re-housing assistance. A homeless certification form will be required.
- Household income must be less than thirty percent (30%) of median family income (MFI). In accordance with (24 CFR 576.401(c)), when determining annual income of participant, the standard for calculating annual income under 24 CFR 5.609 must be used.
- Program participants must lack sufficient resources and support networks necessary to retain housing without ESG assistance (but for this assistance they would be homeless).

Street Outreach Component

ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, nonfacility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. Eligible costs and requirements for essential services consist of:

- Engagement - Cost of activities to locate, identify, and build relationships with unsheltered homeless people

and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling;

- Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.
- Case Management - Cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system (VI- SPDAT); conducting the initial evaluation, including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.
- Emergency Health Services - Costs for the direct outpatient treatment of medical conditions provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered people are living. To be eligible, other appropriate health services must be inaccessible or unavailable within the area. Eligible treatment consists of assessing health problems and developing a treatment plan; assisting participant to understand their health needs; providing directly or assisting participant to obtain appropriate emergency medical treatment; and providing medication and follow-up services.
- Emergency Mental Health Services - Costs for the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living. To be eligible, other appropriate mental health services must be inaccessible or unavailable within the community. Eligible mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.
- Transportation - Costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. Eligible costs include the cost of a participant's travel on public transportation; mileage allowance for service workers using their own vehicles to visit participants; costs of purchasing or leasing a vehicle in which staff transports participants and/or staff serving participants, and the costs of gas, insurance, taxes and maintenance for the vehicle; travel costs for staff to accompany or assist participants to use public transportation.
- Services for Special Populations - Costs of providing services for youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible essential services under the Street Outreach Component. The term victim services means services that assist participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by

rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

Emergency Shelter Component

ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

All ESG funded Emergency Shelter activities must participate in the Pinellas Homeless Management Information System (PHMIS).

A maximum of sixty percent (60%) of annual ESG allocations may be used to fund eligible Emergency Shelter Component projects.

The age of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses ESG funding. Families with children under 18 may not be required to be separated in order to access emergency shelter.

Essential Services

ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter. Essential services include the following:

- Case Management - Assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant.
- Child Care - Child care for program participants children under the age of 13, or disabled children under the age of 18, at a licensed childcare center.
- Educational Services - Improving knowledge and basic educational skills through instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Education Development (GED), necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible.
- Employment Assistance and Job Training - Job training providers and services assisting participants to secure employment.
- Outpatient Health Services - Direct outpatient treatment of medical conditions provided by licensed medical professionals, to the extent that other appropriate health services are unavailable within the community.
- Legal Services - Representation by attorneys licensed and in good standing with the bar association, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing, to the extent that other appropriate legal services are unavailable within the community.
- Life Skills Training - Critical life management skills that assist the program participant to function independently in the community.

- Mental Health Services - Direct outpatient treatment of mental health conditions by licensed professionals, to the extent that other appropriate mental health services are unavailable within the community.
- Substance Abuse Treatment Services - Treatment services provided by licensed or certified professions designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors, to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.
- Transportation - Costs of program participant's travel to and from medical care, employment, child care, or other eligible essential services facilities
- Services for Special Populations - Eligible essential services to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, who are in emergency shelters.

Renovations

ESG funds may be used for costs associated with the renovation or conversion of a building that serves as an emergency shelter. The emergency shelter must be owned by a government entity or private nonprofit organization.

Eligible emergency shelter renovation costs include the following:

- Labor
- Materials
- Tools
- Other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter).

Facility must be maintained as an emergency shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building.

- Value of the Building - Reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser.
- Beginning Date of Minimum Use Period - Date the building is first occupied by a homeless individual or family after the completed renovation.
- Use Restriction - Recorded Land Use Restriction required for all activities with a 10-Year minimum period of use.

Minimum Period of Use:

o Major Rehabilitation

- 3-Year Minimum Use - Rehabilitation costs are less than seventy-five percent (75%) of the value of the building before rehabilitation.
- 10-Year Minimum Use - Rehabilitation costs exceeds seventy-five percent (75%) of the value of the building before rehabilitation.

- o Conversion
 - 3-Year Minimum Use - Rehabilitation costs are less than seventy-five percent (75%) of the value of the building before rehabilitation.
 - 10-Year Minimum Use - Conversion costs exceeds seventy-five percent (75%) of the value of the building after conversion.
- o Renovation other than Major Rehabilitation or Conversion
 - 3-Year Minimum Use - All other cases of renovations.

Shelter Operations

Eligible costs necessary for the operation of an emergency shelter include the following:

- Maintenance costs including minor or routine repairs
- Rent
- Security
- Fuel
- Equipment
- Insurance
- Utilities
- Food
- Furnishings
- Supplies

Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

Minimum standards for emergency shelters:

Any building for which ESG funds were used for conversion, major rehabilitation, or other renovation or that receives ESG assistance for shelter operations shall meet state/local government safety and sanitation standards, as well as the following:

- Structure and Materials - Building must be structurally sound, protect participants from the elements and not pose any threats to their health or safety.
- Products and Appliances - Any ESG-funded renovation, including major rehabilitation and conversion, must use Energy Star and WaterSense products/appliances.
- Access - Shelter must comply with the applicable Rehabilitation, Fair Housing and Americans with Disabilities Acts and implementing regulations.
- Space and Security - Unless it is a day shelter, it must provide appropriate places to sleep, adequate space, and security for residents and their belongings.
- Interior Air Quality - Each shelter room/space must have proper ventilation and be pollutant free.

- Water Supply - Must be free of contamination.
- Sanitary Facilities - Each participant must have access to sufficient, sanitary facilities that are in proper operating condition, private and adequate for personal cleanliness and disposal of human waste.
- Thermal Environment - Shelter must have the necessary, properly operating heating/cooling facilities.
- Illumination and Electricity - Shelter must have adequate and appropriate lighting and safe electrical sources.
- Food Preparation - Any food preparation areas must be able to store, prepare, and serve safe and sanitary food.
- Sanitary Conditions - Shelter must be in sanitary condition.
- Fire Safety -
 - o There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas.
 - o Fire alarm system must be designed for hearing-impaired residents.
 - o All public areas must have at least one working detector.
 - o There must be a second means of exiting the building in the event of an emergency.

Homelessness Prevention and Rapid Re-Housing Program Components

Type/Amount/Duration of Assistance:

ESG financial assistance provided under either the Homelessness Prevention or Rapid Re-housing Programs shall be based on the participant's need for assistance necessary to prevent homelessness and stabilize permanent housing or rapidly re-house and stabilize permanent housing. Financial assistance amount will be determined by ESG provider and approved by County. Assistance amount will not exceed maximum program guidelines.

Documentation of financial need shall be retained in participant's file for each month of financial assistance provided. Participants shall not be approved for more financial assistance than can be justified given participant's income and expenses. Approval of additional financial assistance, in excess of initial need determination, shall be granted on a monthly basis. ESG provider must re-assess the continuing need for assistance before approval. In no event will assistance exceed specific limits identified below for homelessness prevention or rapid re-housing.

Use with Other Subsidies – Financial assistance shall not be provided to a participant who is receiving the same type of financial assistance through other public sources or to a participant who has been provided with replacement housing payments under the URA, during the period of time covered by URA payments. Rental assistance will end if and when other subsidy begins, such as Section 8 Housing Choice Voucher, public housing, or project-based rental subsidy.

Rent Assistance:

- Rent payments for a subsidized unit may not exceed the Fair Market Rent for the area, established by HUD.
- Rent for a subsidized unit must meet the required rent reasonableness test (24 CFR 24 CFR 982.507). Factors include location, quality, size, type and age of the assisted unit; and any amenities, housing services, maintenance, and utilities to be provided by landlord in accordance with lease.

- Rent payments shall only be made on units where a Rental Assistance Agreement is in place between ESG provider and owner which sets forth the terms under which rental assistance will be provided.
- Late payment penalties incurred by ESG provider for late payment of rents shall be paid by ESG provider from non-ESG funds.
- Rent payment shall only be made when there is a legally binding, written lease for the unit between the participant and the owner; except for payment of rental arrears.
- Rent payment shall only be made for units that have passed an inspection for HUD Housing Quality Standards and Lead-Based Paint.

The Pinellas Homeless Management Information System (PHMIS), the County's community-wide HMIS, will be utilized for all ESG funded activities, to comply with the HUD's data collection, management, and reporting standards and used to collect client level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness and to ensure that there are no duplicated services being provided.

Participant Contribution:

Minimum standards for determining what percentage or amount of rent and utilities costs each program participant shall pay while receiving homelessness prevention assistance:

- Participant's income shall be verified prior to approval for initial and additional financial assistance. Documentation of the participant's income and expenses, including how the participant is contributing to housing costs, if at all, shall be maintained in participant's file. The file shall also contain a plan to sustain housing following the assistance, including either a plan to increase income or decrease expenses or both.
- Participants are not required to contribute rent. ESG assistance may pay up to 100 percent of the reasonable rent and security and utility deposits for program participants.
- Participants are required to pay 100 percent of monthly utility costs.

Re-Evaluations:

- Timing
 - o Homelessness Prevention – participants shall be re-evaluated not less than once every three months
 - o Rapid Re-housing – participants shall be re-evaluated not less than once annually.
- Eligibility
 - o Participant shall have an annual income that is 30 percent, or less, of median family income for the area, as determined by HUD; and
 - o Participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.

Consistency:

All intake processes including assessment, screening, and referrals must have been centralized or coordinated to ensure consistency and accuracy. ESG provider will document and file all written coordinated assessments to comply with HUD requirements for area-wide systems coordination (Section 576.400 - e).

Homelessness Prevention Program

ESG providers may assist a program participant with short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance. Should a Prevention Program participant be required to relocate due to substandard housing, the participant is eligible for types of assistance as provided under the Rapid Re-Housing Program.

Eligible Program Participants:

Individuals and families who qualify as at risk of homelessness, based on the “at risk of homelessness” definition or who qualify as homeless based on paragraphs (2), (3), or (4) of the “homeless” definition found at 24 CFR 576.2 AND who have an annual household income at or below thirty percent (30%) MFI, as determined by HUD.

Intake:

ESG Homelessness Prevention providers must utilize the Homelessness Prevention Coordinated Entry Assessment to prioritize assistance. Pinellas County uses a multi-access approach for Homelessness Prevention Coordinated Entry, which includes a centralized phone hotline and geography specific points of access (like shelters).

Each access point employs the same initial pre-screening and referral process. For participants who are determined preliminary eligible for ESG assistance, ESG providers will prioritize participants using the Homelessness Prevention Coordinated Entry Assessment. ESG providers provide prevention program applications to participants who receive an assessment score of 10 or higher at the time of intake. Participants receiving a score of 9 or below are placed on a waiting list. County staff maintains waiting list and provides referrals and program admission to ESG providers based on availability of provider space and available resources.

For participants referred to ESG Provider, ESG provider will conduct an intake assessment using an intake evaluation form to make a determination of eligibility. Intake assessment must include all documentation of the evidence relied upon to establish and verify eligibility including verification of income below 30% MFI, lack of sufficient resources and support networks (i.e., public assistance, social security, unemployment, etc.) and verification of at-risk of homelessness status. The order of priority for obtaining evidence of homelessness status is 1) third-party documentation, 2) intake worker observations, and 3) self-certification.

Types of Assistance:

- Short-Term Rental Assistance - Rent deposits and payments for an eligible housing unit located within Pinellas County, excluding housing units located in the corporate city limits of the City of St. Petersburg.
- Medium-Term Rental Assistance - Rent deposits and payments for an eligible housing unit located within Pinellas County, excluding housing units located in the corporate city limits of the City of St. Petersburg.

- Rental Arrears - Payment of past due rent payments necessary to allow participant to remain in eligible housing.
- Case Management - Assessment, arrangement, coordination and monitoring of participants individualized services to facilitate housing stability while residing in permanent housing or assist in overcoming immediate barriers to obtaining housing.

Duration of Assistance:

ESG providers may assist a program participant with up to 12 months of rental assistance, for any individual type or any combination of types of assistance, during any 3-year period.

- Short-Term Rental Assistance - Rent payments of up to 3 months of rent.
- Medium-Term Rental Assistance - Rent payments of more than 3 months of rent, but no more than 12 months of rent (including payment of any rental arrears).
 - Program participant's eligibility and the types and amounts of assistance needed must be re-evaluated not less than once every 3 months.
- Rental Arrears - One-time payment of up to 6 months of rent in arrears, including any late fees on those arrears.
- Case Management -
 - Cannot exceed 30 days during the period the participant is seeking permanent housing.
 - Must occur not less than once per month during the period program participant receives assistance.
 - Must include the development of an individualized service plan to assist program participant to retain permanent housing after assistance ends.
 - Must include follow-up with participant three and six months after participant exits program.

Within a 3-year period, participants who exit the program prior to receiving the maximum 12 months of assistance, may re-enter the program and receive additional assistance, up to a total of 12 months, upon re-evaluation and if it is determined that the program participant is in need of the additional assistance.

Amount of Assistance:

ESG providers may assist Homelessness Prevention Program participants with up to \$25,000 per individual or family, during any 3-year period.

For households receiving medium-term rental assistance, participant's eligibility for assistance must be re-evaluated not less than once every 3 months. Reevaluation will include ensuring participant's annual income is below 30% of median family income and participant lacks sufficient resources and support networks necessary to retain housing without the additional assistance.

If it is determined, upon re-evaluation, that a participant who exits the program prior to receiving the maximum duration of assistance, is eligible for additional assistance, the total of all assistance, during any 3-year period, may not exceed the \$25,000 per individual or family maximum.

Rapid Re-Housing Program:

ESG providers may assist a program participant with housing search and placement and short- and/or medium-term rental assistance.

Eligible Program Participants:

Individuals and families who qualify as homeless under paragraph (1) of the “homeless” definition found at 24 CFR 576.2 or who qualify as homeless under paragraph (4) of the “homeless” definition found and 24CFR 576.2AND live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition.

Intake:

ESG Rapid Re-Housing providers must utilize the CoC’s Coordinated Entry System to prioritize assistance. Pinellas County uses a multi-access approach for Coordinated Entry, which includes a centralized phone hotline, geography specific points of access (like shelters), and coordinated outreach to street locations.

Each access point employs the same assessment and referral process using the local HMIS. Access staff assess for diversion first, then screen for consumer needs including prevention services. Access staff conduct data entry, provide referrals, and program admission (if applicable and appropriate). Outreach teams and access staff use the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) to determine the most appropriate housing path. The VI-SPDAT assessment is entered directly from the field into HMIS eliminating the use of paper and to prevent data entry errors. The VI-SPDAT score populates to a Housing Priority List that is managed by the CoC lead who makes referrals to rapid re-housing agencies. Guidelines for VI-SPDAT are as follows:

- VI-SPDAT v2.0 Grand Total is equal to or greater than 8, the individual is recommended for a Permanent Supportive Housing/Housing First Assessment.
- VI-SPDAT v2.0 Grand Total is 4 - 7, the individual is recommended for a Rapid Re-Housing Assessment.
- VI-SPDAT v2.0 Grand Total is 0 - 3, the individual is not recommended for a Housing and Support Assessment at this time. Please provide them referrals to services.

For participants referred to ESG Provider, ESG provider will conduct an intake assessment using an intake evaluation form to make a determination of eligibility. Intake assessment must include all documentation of the evidence relied upon to establish and verify eligibility including verification of income below 30% MFI, lack of sufficient resources and support networks (i.e., public assistance, social security, unemployment, etc.) and verification of homeless status. The order of priority for obtaining evidence of homelessness status is 1) third-party documentation, 2) intake worker observations, and 3) self-certification.

Types of Assistance:

- Rental Application Fees - Housing application fee charged by the rental property owner to all applicants.
- Security Deposit - Security deposit equal to no more than 2 months' rent.
- Last Month's Rent - If necessary to obtain housing for a program participant and paid with the security deposit and the first month's rent. Last month's rent must not exceed one month's rent and must be included in calculating the program participant's total rental assistance.

- Utility Deposits - Standard utility deposits required by the utility company for all customers for the following eligible utilities: gas, electric, water, and sewage. Past due balances required to reconnect service shall be considered part of the utility deposit.
- Utility Payments - Utility payments, including up to 6 months of utility arrears, per service for the following eligible utilities: gas, electric, water and sewage.
- Moving Costs - Moving costs, such as truck rental or hiring a moving company, including payment of temporary storage fees for up to 3 months.
- Short-Term Rental Assistance - Rent payments for an eligible housing unit located within Pinellas County, excluding the City of St. Petersburg.
- Medium-Term Rental Assistance - Rent payments for an eligible housing unit located within Pinellas County, excluding the City of St. Petersburg.
- Case Management - Assessment, arrangement, coordination and monitoring of participants individualized services to facilitate housing stability while residing in permanent housing or assist in overcoming immediate barriers to obtaining housing.

Duration of Assistance:

ESG providers may assist a program participant with up to 12 months of rental assistance, for any individual type or any combination of types of assistance, during any 3-year period.

- Short-Term Rental Assistance - Rent payments of up to 3 months of rent.
- Medium-Term Rental Assistance - Rent payments of more than 3 months of rent, but no more than 6 months of rent (including payment of any rental arrears).
- Case Management -
 - Cannot exceed 30 days during the period the participant is seeking permanent housing.
 - Must occur not less than once per month during the period program participant receives assistance.
 - Must include the development of an individualized service plan to assist program participant to retain permanent housing after assistance ends.
 - Must include follow-up with participant three and six months after participant exits program.
 - Participants receiving assistance from a victim service provider may be exempted from these requirements.

Participants who exit the program prior to receiving the maximum 6 months of assistance, may re- enter the program and receive additional assistance, up to a total of 6 months, upon re-evaluation and if it is determined that the program participant is in need of the additional assistance.

ESG Providers shall not use ESG funding to help someone remain or move into housing if the housing does not meet the following minimum habitability standards. HQS Checklist met be included in file documentation.

- Structure and materials – The building must be structurally sound, protect participants from the elements and not pose any threats to their health or safety.

- Space and security – Each resident must have adequate space and security for themselves and their belongings and an acceptable place to sleep.
- Interior air quality – Each room or space must have proper ventilation and be pollutant free.
- Water supply – Must be free of contamination.
- Sanitary facilities – Residents must have access to sufficient, sanitary facilities that are in proper operating condition, private and adequate for personal cleanliness and disposal of human waste.
- Thermal environment – The housing must have the necessary, properly operating heating/cooling facilities.
- Illumination and electricity – The structure must have adequate and appropriate lighting and safe electrical sources.
- Food preparation – All food preparation areas contain suitable space and equipment to store, prepare, and serve safe and sanitary food.
- Sanitary conditions – The housing must be in sanitary condition.
- Fire safety:
 - There must be a second means of exiting the building in the event of an emergency.
 - Each unit must include at least one properly working smoke detector on each occupied level of the unit, located when possible in a hallway adjacent to a bedroom.
 - If the unit is occupied by a hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom he or she occupies.
 - The public areas of the housing must be equipped with a sufficient number of detectors, but not less than one for each area.

Amount of Assistance:

ESG providers may assist Rapid Re-Housing Program participants up to \$25,000 per individual/family, during any 3-year period.

In order to be eligible for additional assistance, participant must be re-evaluated to ensure the participant's annual income is below 30% of median family income and participant lacks sufficient resources and support networks necessary to retain housing without the additional assistance.

If it is determined upon re-evaluation, that a participant who exits the program prior to receiving the maximum duration of assistance, is eligible for additional assistance, the total of all assistance, during any 3-year period, may not exceed the \$25,000 per individual or family maximum.

Housing Relocation and Stabilization Services

ESG funds may be used to fund qualifying homeless service provider agencies to provide housing relocation and stabilization services to eligible households. ESG funds may be used to pay for costs related to housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, and credit repair services, as necessary to help homeless individuals, or those at-risk of homelessness to move quickly into or remain in permanent housing and achieve stability.

Types of Assistance:

Financial Assistance Costs - ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

- Rental Application Fees - Housing application fee charged by the rental property owner to all applicants.
- Security Deposit - Security deposit equal to no more than 2 months' rent.
- Last Month's Rent - If necessary to obtain housing for a participant and paid with the security deposit and the first month's rent. Last month's rent must not exceed one month's rent and must be included in calculating the participant's total rental assistance.
- Utility Deposits - Standard utility deposits required by the utility company for all customers for the following eligible utilities: gas, electric, water, and sewage. Past due balances required to reconnect service shall be considered part of the utility deposit.
- Utility Payments - Utility payments, including up to 6 months of utility arrears, per service for the following eligible utilities: gas, electric, water and sewage.
- Moving Costs – Moving costs, such as truck rental or hiring a moving company, including payment of temporary storage fees for up to 3 months.

Service Costs - ESG funds may be used to pay the costs of providing the following services:

- Housing Search and Placement - Services or activities necessary to assist in locating, obtaining, and retaining suitable permanent housing, include the following:
 - Assessment of housing barriers, needs, and preferences;
 - Development of an action plan for locating housing;
 - Housing search;
 - Outreach to and negotiation with owners;
 - Assistance with submitting rental applications and understanding leases;
 - Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
 - Assistance with obtaining utilities and making moving arrangements; and
 - Tenant counseling.
- Housing Stability Case Management. ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant who resides in permanent housing or to assist a participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the participant is seeking permanent housing and cannot exceed 24 months during the period the participant is living in permanent housing. Component services and activities consist of:
 - Using the centralized or coordinated assessment system to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;

- Conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
 - Counseling;
 - Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
 - Monitoring and evaluating participant progress;
 - Providing information and referrals to other providers;
 - Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
 - Conducting re-evaluations required under §576.401(b).
- Mediation - ESG funds may pay for mediation between the participant and the owner or person(s) with whom the participant is living, provided that the mediation is necessary to prevent the participant from losing permanent housing in which the participant currently resides.
 - Legal Services - ESG funds may pay for legal services, as set forth in §576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the participant from obtaining permanent housing or will likely result in the participant losing the permanent housing in which the participant currently resides.
 - Credit Repair - ESG funds may pay for credit counseling and other services necessary to assist participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.

Eligible Households:

Eligible Homelessness Prevention and Rapid Re-Housing Program participants, including individuals and families who qualify as homeless under paragraph (1) of the “homeless” definition found at 24 CFR 576.2 or who qualify as homeless under paragraph (4) of the “homeless” definition found and 24CFR 576.2 AND live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. Individuals and families who qualify as at risk of homelessness, based on the “at risk of homelessness” definition or who qualify as homeless based on paragraphs (2), (3), or (4) of the “homeless” definition found at 24 CFR AND who have an annual household income at or below thirty percent (30%) MFI, as determined by HUD.

Verification of eligibility for housing relocation and stabilization services must be verified by subrecipients.

Standards for Providing Rapid-Housing Stabilization Services:

While providing housing stabilization and relocation services, the sub-recipient must meet with the participant not less than once per month and develop a plan for housing stability with the participant. The plan for housing stability must be updated every 90 days during the time that the participant is receiving services. Participants may not receive more than 12 months of housing relocation and stabilization services after placement in permanent housing. Sub-recipients are exempt from service and stability plan requirements if the Violence Against Women Act of 1994 (42 U.S.C. 13701 et seq.) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.)

prohibits that recipient or sub-recipient from making its shelter or housing conditional on the participant's acceptance of services.

GENERAL STANDARDS

Coordinated Entry System

ESG funded recipients, with the exception of victim service providers, shall use the coordinated entry system established by the Continuum of Care. Victim service providers may choose not to use the coordinated entry system; however, victim service providers are required to use a centralized or coordinated assessment system that meets HUD's minimum requirements.

The CoC has determined that the VI-SPDAT (Vulnerability Index – Service Priority Decision Assessment Tools) will be the standardized assessment tool for Pinellas County. The VI-SPDAT tool must be used by ESG funded Rapid Rehousing providers to determine the appropriate intervention to address the episode of homelessness and the prioritization of individuals and families for assistance based on the severity of their service needs and the length of time homeless. Clients can choose a less intensive housing intervention in collaboration with case management.

The VI-SPDAT is required to be conducted upon intake into: Emergency Shelter, Transitional Housing, Rapid Rehousing and Permanent Supportive Housing. Outreach workers shall conduct a VI-SPDAT on homeless persons

engaged. Providers conducting the VI-SPDAT assessment are required to enter that information into HMIS. Ongoing training and support will be provided to all CoC and ESG funded providers in the assessment, prioritization and placement process.

The County is currently working with the CoC to finalize a Homelessness Prevention Coordinated Assessment process to be used as a standardized assessment tool for homelessness prevention programs in Pinellas County. County ESG providers of Homelessness Prevention assistance must use Homelessness Prevention Coordinated Assessment for the prioritization of individuals and families for homelessness prevention assistance.

Program Coordination:

Program coordination consist of on-going system and program coordination and integration of ESG - funded activities to the maximum extent practicable with the following:

- a. Emergency shelter providers, essential services providers, homelessness prevention, transitional housing, permanent supportive housing and rapid rehousing assistance providers;
- b. Other homeless assistance providers, including:
 - HUD-Veterans Affairs Supportive Housing (HUD-VASH);
 - Education for Homeless Children and Youth Grants for State and Local Activities (McKinney-Vento Homeless Assistance Act);
 - Grants for the Benefit of Homeless Individuals;
 - Healthcare for the Homeless;
 - Programs for Runaway and Homeless Youth;

- Projects for the Assistance in the Transition from Homelessness;
 - Services in Supportive Housing Grants;
 - Emergency Food and Shelter Program;
 - Homeless Veterans Reintegration Program;
 - VA Homeless Providers Grant and Per Diem Program;
 - Health Care for Homeless Veterans Program;
 - Homeless Veterans Dental Program;
 - Supportive Services for Veterans Families Program; and
 - Veterans Justice Outreach Initiative
- c. Mainstream service and housing providers:
- Public housing programs assisted under section 9 of the U.S. Housing Act of 1937;
 - Housing programs receiving Section 8 tenant based or project based assistance;
 - Supportive Housing for Persons with Disabilities;
 - HOME Investment Partnerships Program;
 - Temporary Assistance for Needy Families;
 - State Children's Health Insurance Program;
 - Head Start;
 - Mental Health and Substance Abuse Block Grants;
 - Services funded under the Workforce Investment Act; and
 - State Housing Related Assistance Program for Adults with Serious Mental Illness
- d. Continuum of Care (CoC) Networks:
- Local Continuum of Care (CoC) meetings;
 - The Pinellas County Homeless Leadership Board Provider's Council meetings;
 - The Pinellas County Homeless Leadership Board Data and System Performance Committee;
 - Veterans Leadership Team; and
 - Various other committees, task forces and workgroups.

Homeless Management Information System:

ESG Providers, except for victim service providers shall actively utilize HMIS to enter data on people served and assistance provided under ESG. Victim service providers shall actively utilize a comparable data system that meets HUD's standards.

Income Determination:

Minimum standards for determination of an individual or family's annual income consist of calculating income in compliance with 24 CFR 5.609.

Annual income means all amounts, monetary or not, which:

- Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- Which are not specifically excluded in paragraph (c) of 24 CFR 5.609.
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Individuals and families assisted under ESG are required to have annual incomes at or below thirty percent (30%)MFI. In verifying income, ESG providers are required to document income eligibility as follows:

- Documentation for determining income shall be prioritized as follows:

- 1) Third Party Verification
- 2) Source Documentation

Third party verification should be used whenever possible. Source documentation is to be accepted only when all efforts have been made to obtain third party verification have not produced results. Documentation of attempts at third party verification should be retained in participant file.

- Documentation for determining assets shall be prioritized as follows:

- 1) Source Documentation
- 2) Self-Certification

Source documentation should be used whenever possible. Self-certification is to be accepted only when source documentation is unavailable.

Connection to Other Resources:

Minimum standards for connection with other resources consist of assisting each participant to obtain, if applicable:

Appropriate support services including:

- Permanent housing;
- Medical health treatment;
- Behavioral health services;
- Other governmental and private assistance available to help with housing stability including:
 - Medicaid
 - Medicare
 - Supplemental Nutrition Assistance Program;
 - Women, Infants and Children (WIC);
 - Federal-StateUnemployment Insurance Program;

- Supplemental Security Income (SSI); Social Security Disability Insurance (SSDI);
- Child and Adult Care Food Program; and Other available assistance.

Termination of Assistance:

Minimum standards for termination of assistance are:

- In general – If a program violation occurs and the provider terminates assistance as a result, the termination shall follow an established process that recognizes the rights of the individuals affected. Termination shall only occur in the most severe cases after other remedies have been attempted.
- Due process rights for individuals and families facing program termination – When an ESG funded homeless assistance program seeks to terminate participation for any household, the required formal process shall minimally consist of:
- Written notice clearly stating the reasons for termination;
- Review of the decision that gives the participant opportunity to present objections to the decision and to have representation. Any appeal of a decision shall be heard by an individual different from and not subordinate to the initial decision-maker; and
- Prompt written notice of the final decision on the appeal.
- Ability to provide further assistance – Termination will not bar the provider from providing later additional assistance to the same family or individual.

Lead-Based Paint:

Minimum standards for all shelters and program participant-occupied housing consist of compliance with the lead-based paint remediation and disclosure requirements identified in 24 CFR 576.403, including the Lead- Based Paint Poisoning Prevention Act (42 USC 4821- 4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M and R.

Conflicts of Interest:

Organizational conflicts of interest:

- ESG assistance will not be contingent on the individual's or family's acceptance or occupancy of emergency shelter or housing owned by the provider or a provider's subsidiary or parent.
- No provider, with respect to individuals or families occupying housing owned by the provider or a provider's subsidiary or parent, will carry out the initial evaluation under 24 CFR 576.401 or administer homelessness prevention assistance under 24 CFR 576.103.

Individual conflicts of interest:

- When procuring goods and services, the provider will comply with codes of conduct and conflict of interest requirements under 24 CFR 84.42 (private non-profit) or 24 CFR 85.36 (government).

All transactions/activities:

- No BCC board member may participate in or influence discussions or resulting decisions concerning the award of an ESG grant or other financial benefits to the organization that the member represents.
- Conflicts prohibited – No person involved with the ESG programs or who is in a position to participate in a decision-making process or gain inside information regarding the program's activities, shall obtain a financial interest or benefit from an assisted activity; have a financial interest in any related contract, subcontract, or assisted activity; or have a financial interest in the activity's proceeds (either himself or herself or those with whom he or she has family or business ties) during his or her tenure or for one year following tenure.
- Persons covered – These conflict of interest provisions apply to any employee, agent, consultant, officer or elected or appointed official of the provider's agency.

Exceptions – A provider may request an exception to these provisions from HUD, only if he or she meets the threshold requirements identified in 24 CFR 576.404 and/or 578.95(d)(2).

Homeless Participation:

Each funded provider of ESG assistance must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or equivalent policymaking entity of the provider. (24 CFR 578.75(g))

To the maximum extent possible, the provider shall involve homeless individuals and families in paid or volunteer work on the ESG funded facilities, in providing services under ESG and in providing services for occupants of ESG funded facilities (24 CFR 576.405 and 578.75).

Faith-Based Activities:

Providers receiving ESG funding shall not engage in inherently religious activities as part of the ESG-funded programs or services. Such activities must be offered separately from ESG-funded programs and services and participation must be voluntary.

A religious organization receiving ESG funding retains independence from government and may continue with its mission provided that ESG funds are not used to support inherently religious activities. An ESG-funded organization retains its authority over its internal governance.

An organization receiving ESG funding shall not discriminate against a participant or prospective participant based on religion or religious beliefs.

ESG funding shall not be used for the rehabilitation of structures used specifically for religious activities, but may be used for rehabilitating structures that are used for ESG -eligible activities.

Prohibition against Involuntary Family Separation:

The age and gender of a child under age 18 must not be used as a basis for denying any family's admission to any housing or shelter receiving funding from ESG (578.93(e)).

Nondiscrimination/Equal Opportunity/Affirmative Outreach:

Minimum standards shall comply with the requirements for nondiscrimination, equal opportunity and affirmative outreach identified in §576.407 and 578.93(a-b). This includes the equal provision of services to same sex couples/families as well as transgendered individuals.

Program Income:

Minimum standards for private non-profit organizations for program income earned during the project period are that the program income shall be retained and used to finance the non-Federal share of the project or program. Program income includes any amount of security or utility deposits returned to the recipient or subrecipient. Records of the receipt and use of program income shall be retained. Program income may not be used to meet matching funding requirements.

Recovered Materials:

Minimum standards for the procurement of recovered materials shall comply with the requirements identified in §576.407(f) and 578.99(b), including that the recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Displacement:

Displacement of persons (families, individuals, businesses, nonprofit organizations and farms) as a result of a project assisted under ESG shall comply with §576.408 and/or 578.83 and consist of:

- Minimizing displacement – Consistent with ESG goals and objectives, the providers shall minimize displacing people as a result of ESG-funded projects. Temporary relocation not permitted. No temporary relocation shall be required for an ESG-funded project. When a tenant has to move for an ESG-funded project, the tenant shall be treated as permanently displaced and offered relocation assistance and payments.
- Relocation assistance for displaced persons -In general, a displaced person shall be provided relocation assistance and advised of his or her Fair Housing Rights. Displaced Person - A “displaced person” is defined as any person that moves from a permanent home as a result of ESG - funded acquisition, rehabilitation, or demolition of a project. A person does not qualify as a “displaced person” if the person:
 - Was evicted based on a violation of the lease or occupancy agreement; violation of the law; and the recipient determines that the eviction was not undertaken to evade the obligation to provide relocation assistance.
 - Moved into the property after the application was submitted but was provided with written notice that he or she would not qualify as a “displaced person.”
 - The person is ineligible under 49 CFR 24.2.

- HUD determines that the person was not displaced as a result of the project. The State or the provider may request that HUD determine whether or not a displacement would be covered by this rule.
- Real property acquisition requirements – The acquisition of real property for an ESG - funded project is subject to the URA and Federal government wide regulations.
- Appeals - A person who disagrees with the recipient's determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance may file a written appeal. A low-income person who disagrees with the recipient's determination may submit a written request for review of that determination by HUD.

Records and Recordkeeping:

Minimum standards shall ensure sufficient written records are established and maintained to enable HUD to determine whether ESG requirements are being met and comply with §576.500 and 578.103, including the following:

- Program participant records shall include written:
 - Determination and verification/certification that the program participant met the criteria for being Homeless or At Risk of Homelessness and that an effort was made to obtain written third-party verification, when possible and applicable.
 - Determination and verification/certification that the program participant was eligible or ineligible for the particular services and/or financial assistance.
 - Determination and verification/certification that the program participant lacked sufficient resources and support networks to provide the assistance.
 - Determination and verification/certification that the program participant met income requirements and that an effort was made to obtain written third- party verification, when possible and applicable. This includes annual documentation of income for each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant.
 - Identification of the specific services and financial assistance amounts that were provided to the program participant.
 - When applicable, verification that the services were terminated in compliance with 576.402 and/or 578.91.
 - A copy of the CoC-approved coordinated assessment (VI-SPDAT/SPDAT) of the program participant.
 - Copies of written leases and rental agreements, documentation of payments made, including dates of occupancy, and compliance with fair market rent, rent reasonableness and utility allowance requirements.
 - Determination and verification that the housing unit met HUD's habitability and lead-based paint standards.
 - Copy of individualized housing stability plan.
 - Notes verifying case management services were offered at least monthly, and, if services were refused, proof that client eligibility for service was not impacted, in accordance with Housing First practices.

- Notes verifying program participant eligibility was re-evaluated at least every 3 months for homelessness prevention services or at least annually for rapid rehousing services.
- Notes verifying program participant was assisted to obtain necessary mainstream and other resources.
- Program policies and procedures shall indicate:
 - Services are coordinated with Continuum of Care, other homeless assistance/prevention programs and mainstream service and assistance programs.
 - Compliance with HUD's ESG (24 CFR 576 and 578) requirements for:
 - Shelter and housing standards
 - Conflict of interest
 - Homeless participation
 - Faith-based activity
 - Nondiscrimination, equal opportunity and affirmative outreach
 - Uniform administrative rules (24 CFR part 84)
 - Environmental review
 - Lobbying and disclosure (24 CFR part 87)
 - Displacement, relocation and acquisition
 - Procurement (24 CFR 84.40-84.48)
 - Program participant records are kept secure and confidential
 - Participation in HMIS or comparable databases
- Financial records shall include:
 - Supporting documentation for all costs charged to ESG grant
 - Documentation showing ESG or funds were spent on allowable costs in accordance with the requirements for eligible activities and costs principles
 - Documentation of the receipt and use of program income
 - Documentation of the receipt and use of matching funds
 - Copies of procurement contracts

Definitions

At risk of homelessness means:

- (1) An individual or family who:
 - (i) Has an annual income below thirty percent (30%) MFI for the area, as determined by HUD;
 - (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section; and

- (iii) Meets one of the following conditions:
 - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (B) Is living in the home of another because of economic hardship;
 - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- (2) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- (3) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless means:

- (1) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- (4) Any individual or family who:
- (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - (ii) Has no other residence; and
 - (iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

Continuum of Care:

Pinellas County consults with members of the Continuum of Care for the area and is a member of the Homeless Leadership Board through the Pinellas County Human Services Department. The Homeless Leadership Board, made up of elected officials and community leaders, drafted *Opening Doors of Opportunity: A 10-Year Plan to End Homelessness in Pinellas County*, to establish the groundwork for guiding Pinellas County in their efforts to end homelessness.

The Consortium supports the Homeless Leadership Board and the priorities of Pinellas County match those of the Continuum of Care and the 10-Year Plan to End Homelessness.

The Continuum of Care Strategic Planning objectives include:

- ☐ Creation of new permanent housing beds for chronically homeless through conversion of transitional housing beds to permanent supportive housing.

- ☐ Increase the percentage of homeless persons that are successful in staying in permanent housing over six months.
- ☐ Increase the percentage of persons employed at program exit to a success rate of twenty percent(20%).
- ☐ Decrease the number of homeless households with children.
- ☐ Facilitate access to essential services needed to obtain mainstream services.

The Homeless Leadership Board convenes meetings with representatives from the City of St. Petersburg, Pinellas County, the City of Clearwater and homeless service providers in an effort to enhance opportunities to collaborate to better serve the homeless and at-risk populations in Pinellas County.

WAIVERS:

The Written Standards for Provision of ESG will be updated as needed to allow for ESG Program waivers provided by HUD. Policy updates related to HUD issued Waivers will be incorporated in these Written Standards by addendum.

ADDENDUM #1
ESG-CV Written Standards
Effective Date: October 1, 2020

A. Waivers and Limitations Under ESG-CV Regulations

As part of the ESG-CV Notice released on September 1, 2020, U.S. Housing and Urban Development (HUD) is allowing jurisdictions to incorporate waivers into the operation of eligible activities funded by ESG-CV resources, as well as standard FY 2020 ESG funds dedicated to COVID-19. As part of the development of the ESG-CV Written Standards, this addendum cites and incorporates each waiver and alternative requirements that apply to the Pinellas County ESG-CV Program.

1. ***Eligibility for Homelessness Prevention Assistance*** - The requirements at 24 CFR 576.103 provide that individuals or families who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in 24 CFR 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD, are eligible for homelessness prevention assistance is waived; an alternative requirement is established where individuals and families who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition and have an annual income that does not exceed the Very Low Income Limit for the area as established by HUD for HUD’s Section 8 and Public Housing Programs at Income Limits | HUD USER, **(50%)**, are eligible for homelessness prevention assistance. This alternative requirement will ease administrative burden for recipients and subrecipients by establishing a single income limit for households qualifying for homelessness prevention assistance and assist more households to maintain housing and prevent homelessness which is necessary to prevent the spread of coronavirus.

- Start Date – October 1, 2020
- End Date – September 30, 2022

2. ***Emergency Shelters*** – This addendum specifically refers to funds used for the costs of providing emergency shelter during the period the subrecipient began preventing, preparing for, and responding to coronavirus and has been extended to end on January 31, 2022. This requirement has been lifted by CPD Notice 21-08. This alternative requirement will ensure that ESG-CV funds are used efficiently to provide more individuals and families with assistance needed to prevent, prepare for, and respond to coronavirus.

- Start Date – October 1, 2020
- End Date – September 30, 2022

3. ***Short-Term and Medium-Term Rental Assistance*** – Medium-rent previously defined as “for more than 3 months but not more than 24 months of rent” is waived and an alternative requirement established defining medium-term as more than 3 months but not more than 24 months. This alternative requirement allows more households to receive rapid re- housing and homelessness prevention assistance, which is necessary to prevent, prepare for, and respond to coronavirus.

- Start Date – October 1, 2020
- End Date – September 30, 2022

4. **Fair Market Rents (FMR)** - The requirement prohibiting rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, is waived; so long as the rent complies with HUD's standards of rent reasonableness, as established under 24 CFR 982.507. Waiving this requirement allows recipients to help program participants move quickly into housing or retain their existing housing, which is especially critical at reducing the spread of coronavirus and responding to coronavirus.
 - Start Date – October 1, 2020
 - End Date – September 30, 2022

5. **Minimum Standards for Permanent Housing** - Recipients or subrecipients cannot use ESG funds to help program participants remain in or move into housing that does not meet minimum habitability standards provided at 24 CFR 576.403(c). For recipients who choose to serve individuals and families made eligible for Rapid Rehousing (RRH) assistance, the requirements at 24 CFR 576.403(c) are waived and the ESG-CV recipient or subrecipient can provide rental assistance and housing relocation and stabilization services without first inspecting the unit so long as:
 - a. The recipient or subrecipient maintains documentation showing the prior rental assistance provider determined that the housing meets:
 - i. The habitability standards established at 24 CFR 576.403(c); or
 - ii. Housing Quality Standards (HQS) established at 24 CFR 982.401; or
 - b. The recipient or subrecipient provides no more than 90 days of RRH assistance to the program participant or
 - c. The recipient or subrecipient conducts an inspection within the first 90 days and determines the housing meets the habitability standards established at 24 CFR 576.403(c) or the HQS established at 24 CFR 982.401.
 - Start Date – October 1, 2020
 - End Date – September 30, 2022

6. **Housing Stability Case Management** - HUD is waiving the 30-day limit established in 24 CFR 576.105(b)(2) to the extent necessary to allow recipients or subrecipients to provide up to 60 days of housing stability case management while the program participant is seeking housing.
 - Start Date – October 1, 2020
 - End Date – September 30, 2022

7. **Administrative Costs** - As permitted by the CARES Act, the Pinellas County will use up to 10 percent of its total ESG-CV grant for administrative costs.
 - Start Date – October 1, 2020
 - End Date – September 30, 2022

8. **No Cap for Emergency Shelter and Street Outreach** - Funds will be used for emergency shelter and street outreach activities without regard to the spending cap established by section 415(b) of the McKinney-Vento

Act and 24 CFR Part 576.100(b). The same flexibility applies to using ESG-CV funds to establish and operate temporary emergency shelters.

9. **Hotel/Motel Costs** – Funds will continue to be utilized to provide hotel or motel vouchers for homeless individuals and families where no appropriate emergency shelter is available. However, the limitations on eligible activities provided in section 415(a) of the McKinney-Vento Act and 24 CFR part 576, subpart B are waived and ESG-CV funds may be used for the following hotel or motel costs for individuals and families experiencing homelessness who are –

- a. Receiving rapid re-housing assistance under the Homeless Leadership Alliance of Pinellas or ESG programs
- b. Residing in permanent supportive housing

Pinellas County will permit ESG-CV funds to be used to pay for a hotel or motel rooms. Payments are to be made directly to the hotel/motel.

- Start Date – October 1, 2020
- End Date – September 30, 2022

10. **Helping current ESG program participants maintain housing** - The requirement at 24 CFR 576.105(c) limiting the total period of time for which any program participant may receive the services under paragraph (b) to 24 months during any 3-year period is waived. Likewise, the requirement at 24 CFR 576.106(a) limiting the total number of months a program participant can receive rental assistance to 24 months in a 3-year period is waived. Both exceptions will be made solely for those program participants who reach their 24-month maximum assistance.

- Start Date – October 1, 2020
- End Date – September 30, 2022

11. **Legal Services** – ESG-CV funds may be used to provide legal services but are limited to those services necessary to help program participants obtain housing or keep a program participant from losing housing where they currently reside.

- Start Date – October 1, 2020
- End Date – September 30, 2022

ADDENDUM #2
ESG Written Standards
Effective Date: July 25, 2022

A. ESG Regulatory Waiver – Fair Market Rent

1. **Fair Market Rents (FMR)** - The requirement prohibiting rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, as provided under 24 CFR Part 888, is waived; so long as the rent complies with HUD’s standards of rent reasonableness, as established under 24 CFR 982.507. Waiving this requirement allows recipients to help program participants move quickly into housing or retain their existing housing, which is especially critical at reducing the spread of coronavirus and responding to coronavirus.

- Start Date – July 25, 2022
- End Date – March 31, 2023

a. **Eligible Funding:** FY 2021/2022 ESG (E-21-UC-12-0005)
 FY 2022/2023 ESG (E-22-UC-12-0005)

b. **Eligible ESG Components:** Rapid Re-housing
 Homelessness Prevention

c. **Eligible Subrecipients:** Homeless Emergency Project, Inc.

d. **Eligible Zip Codes:**

33701, 33702, 33703, 33704, 33705, 33706, 33707, 33708, 33709, 33710, 33711, 33712, 33713, 33714, 33715, 33716, 33728, 33729, 33730, 33731, 33732, 33733, 33734, 33736, 33737, 33738, 33740, 33741, 33742, 33743, 33744, 33747, 33755, 33756, 33757, 33758, 33759, 33760, 33761, 33762, 33763, 33764, 33765, 33766, 33767, 33769, 33770, 33771, 33772, 33773, 33774, 33775, 33776, 33777, 33778, 33779, 33780, 33781, 33782, 33784, 33785, 33786, 34660, 34677, 34681, 34682, 34683, 34684, 34685, 34688, 34689, 34695, 34697, 34698

ADDENDUM #3
ESG Written Standards
Effective Date: January 1, 2025

The U.S. Housing and Urban Development (HUD) is allowing jurisdictions to incorporate waivers into the operation of eligible ESG activities. This amendment to the ESG Written Standards cites and incorporates each waiver and alternative requirement that applies to the Pinellas County ESG Program through HUD's approved MEGA Waivers date December 20, 2024, for hurricanes Helene and Milton.

1. ESG-Term Limits on Rental Assistance and Housing Relocation and Stabilization Services

The 24-month limits on rental assistance and housing relocation and stabilization services are waived for individuals and families who meet both of the following criteria:

- a. The individual or family lives in a declared-disaster area or was displaced from a declared-disaster area as a result of the disaster; and
- b. The individual or family is currently receiving rental assistance or housing relocation stabilization services or begins receiving rental assistance or housing relocation and stabilization services within two years, beginning January 1, 2025.

For these individuals and families, ESG funds may be used to provide up to 36 consecutive months of rental assistance and housing relocation and stabilization services, in addition to the 30 days of housing stability case management that may be provided before the move into permanent housing under 24 CFR 576.105(b)(2).

This waiver may be used for program participants affected by the disaster, even if they are residing outside the disaster area.

- Start Date – January 1, 2025
- End Date – December 31, 2026

2. ESG - Restriction of Rental Assistance to Units with Rent at or Below Fair Market Rent (FMR)

The FMR restriction is waived for any rent amount that takes effect during the two-year period beginning January 1, 2025. Units in which ESG assistance is provided must still meet the rent reasonableness standard.

This waiver may be used for program participants affected by the disaster, even if they are residing outside the disaster area.

- Start Date – January 1, 2025
- End Date – December 31, 2026

3. ESG - Housing Standards

ESG housing standards at 24 CFR 576.403(c) are waived for units in the declared disaster area that are or will be occupied by individuals or families eligible for ESG Rapid Rehousing or Homelessness Prevention assistance provided that:

- a. Each unit must still meet applicable state and local standards;
- b. Each unit must be free of life-threatening conditions as defined in Notice PIH 2017-20 (HA); and

- c. All units in which program participants are assisted must meet the ESG housing standards within 60 days of January 1, 2025.
 - Start Date – January 1, 2025
 - End Date – March 1, 2025

4. ESG- Shelter Standards

ESG shelter standards at 24 CFR 576.403(b) are waived for shelters in the declared disaster area that are or will be occupied by individuals or families eligible for ESG emergency shelter assistance provided that:

- a. Each shelter must meet applicable state and local standards;
- b. Each shelter must be free of life-threatening conditions as defined in Notice PIH 2017-20 (HA); and
- c. All shelters in which program participants are assisted must meet the ESG shelter standards within 60 days of January 1, 2025.
 - Start Date – January 1, 2025
 - End Date – March 1, 2025

ADDENDUM #4
ESG-RUSH Written Standards
Effective Date: January 28, 2025

A. Waivers and Limitations Under ESG RUSH Regulations

As part of the ESG-RUSH Notice released on July 18, 2024, U.S. Housing and Urban Development (HUD) is allowing jurisdictions to incorporate waivers into the operation of eligible activities funded by ESG-RUSH resources. As part of the development of the ESG-RUSH Written Standards, this addendum cites and incorporates each waiver and alternative requirements that apply to the Pinellas County ESG-RUSH Program.

- 1. *Program Participant Eligibility for ESG-RUSH*** – To be eligible for assistance provided with RUSH funds, an individual or family must:

- (1) be “homeless” or “at-risk of homelessness” as those terms are defined at 24 CFR 576.2 or meet the new criteria in section 103(b) of the McKinney-Vento Homeless Assistance Act;
- (2) have been residing in a declared disaster area; and
- (3) have needs that will not be served or fully met by the TSA Program (42 U.S.C. 5170b), NCS, or and other existing Federal disaster relief programs.

A household will not be required to requalify as homeless or at risk of homelessness for purposes of RUSH funds if the household was already determined to meet the definition of homeless or at risk of homelessness and was receiving ESG assistance when the disaster occurred.

RUSH grants are not subject to the requirements for “serving youth who lack 3rd party documentation or live in unsafe situations” that HUD typically includes in its grant agreements for annual ESG grants, because those requirements apply only to grants made under the “homeless assistance grants” heading of the annual appropriations act for HUD

- 2. *Suspension of Requirements*** – Consultation, Citizen Participation, and Matching requirements:

CoC consultation requirements in section 413(b) of the McKinney-Vento Act and 24 CFR 576.400(a):

- (1) Initial allocation of RUSH funds: Suspended provided that County publishes how it will use its allocation, at a minimum, on the County’s website or through electronic media.
- (2) Second allocation of RUSH funds: Required.

Consultation and citizen participations requirements under sections 105(e) and 107 of the Cranston-Gonzalez National Affordable Housing Act and 24 CFR 91.110, and 91.115:

- (1) Initial allocation of RUSH funds: Suspended, provided that the County publishes how it will use its allocation, at a minimum, on the County’s website or through electronic media.
- (2) Second allocation of RUSH funds: In person or remote consultation is required; citizen participation is required with a 5-day public comment period, reduced from the otherwise applicable 30-day public comment period. The public hearing may be in person or remote.

ESG Match requirements in section 416(a) of the McKinney-Vento Act and 24 CFR 576.201:

- (1) Initial allocation of RUSH funds: Suspended.
- (2) Second allocation of RUSH funds: Suspended.