

SPECIFIC PERFORMANCE AGREEMENT

THIS AGREEMENT (AGREEMENT), is made and entered into this _____ day of _____, 2016, by and between Pinellas County, having its principal office at 315 Court Street, Clearwater, Florida 33756, a political subdivision of the State of Florida (**COUNTY**) and **Young Men’s Christian Association of the Suncoast, Inc.**, having its principal office at 2469 Enterprise Road, Clearwater, FL 33763, a not-for-profit corporation organized under the laws of the State of Florida (**AGENCY**):

WITNESSETH:

WHEREAS, Pinellas County’s long term 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, and to aid in the prevention and elimination of slums and blight; and

WHEREAS, the **COUNTY** desires to utilize Pinellas County General Funds (GF) to assist non-profit agencies providing recreational services in the **COUNTY’S** target neighborhoods, as defined by the **COUNTY’S** Community Development Block Grant Program (CDBG); and

WHEREAS, the Board of County Commissioners in Resolution 16-45 approved the 2016-2017 Action Plan furthering the **COUNTY’S** community development goals and identifying the Greater Ridgecrest Area as a Neighborhood Revitalization Strategy Area (NRSA); and

WHEREAS, the **AGENCY** provides recreational programming and youth development at the Omni Center; and

WHEREAS, it is necessary for the **COUNTY** and the **AGENCY** to enter into an AGREEMENT for the implementation of this activity; and

WHEREAS, Pinellas County Planning Department (DEPARTMENT) will administer this AGREEMENT on behalf of the **COUNTY**.

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

A. PROJECT DESCRIPTION

1. **AGENCY** shall provide recreational programming and youth development at the Greater Ridgecrest Branch YMCA in the Greater Ridgecrest Area (GRA) neighborhood, located at 1801 119th Street North, Largo, FL 33778; hereinafter referred to as “Project.” **COUNTY** shall provide funding to **AGENCY** under this AGREEMENT for operating expenses including utilities, facility maintenance, janitorial supplies and services, aquatic supplies and services, and base operational salaries and related salary benefits for the Project.

2. **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.
3. **AGENCY** shall be responsible for compliance with all state, city and county laws, regulations, and ordinances at all times applicable to the terms of this AGREEMENT.
4. The project description outlined above shall not be altered without written approval of the **COUNTY** through DEPARTMENT.

B. FUNDING

1. **COUNTY**, through DEPARTMENT, shall pay **AGENCY** a maximum of **\$235,000.00 (Two Hundred Thirty-Five Thousand and NO/100 Dollars)** in GF funding for services performed under Section A. Project Description of this AGREEMENT.
2. Upon receipt and acceptance of a complete reimbursement request, **COUNTY** shall pay **AGENCY** in accordance with §218.70, *et. seq.*, Florida Statutes, the Local Government Prompt Payment Act.
3. **AGENCY** shall submit supporting documentation with each request for reimbursement of actual costs incurred by **AGENCY** in carrying out the Project as described in Section A above. All requests must be approved by the **COUNTY**, through the DEPARTMENT, prior to payment. A "Request for Reimbursement" form will be provided to **AGENCY** by the DEPARTMENT.
4. Should the **AGENCY** fail to submit adequate supporting documentation with each request for payment as required by the **COUNTY**, the DEPARTMENT may disapprove the request.
5. Should **AGENCY** collect any third party payments for eligible services for which **COUNTY** has paid **AGENCY**, **AGENCY** shall reimburse **COUNTY** up to the total amount paid by **COUNTY**.

C. TERM OF AGREEMENT; EFFECTIVE DATE

1. This AGREEMENT shall become effective on **October 1, 2016**, and shall continue in full force and effect until **September 30, 2017**, or until **COUNTY'S** full and complete disbursement of funding to **AGENCY**, whichever comes first.

D. REVERSION OF ASSETS

1. Although no program income, as defined by 24 CFR 570.500(a) is anticipated as a result of this Project, any such income received by **AGENCY** is to be returned to **COUNTY** within ten (10) days of receipt of such funds. Upon completion of the Project, **AGENCY** shall transfer to **COUNTY** any GF funds on hand and any accounts receivable attributable to the use of those funds.

2. **AGENCY** shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT nor enter into any subcontract pursuant to this AGREEMENT without submitting said proposed subcontract to **COUNTY** and without the prior written approval of **COUNTY** of the proposed subcontract. 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.

E. MONITORING

1. **COUNTY** shall have the right to monitor and evaluate all aspects of activities carried out by **AGENCY**. Such evaluation will be effected by the submission of information by **AGENCY**, by quarterly monitoring site visits by the DEPARTMENT, if applicable, or by other means appropriate to the project.
2. All records pertaining to this AGREEMENT, including but not limited to financial, statistical, property and programmatic records shall be retained for five (5) years from ending date of the **COUNTY'S** fiscal year (October 1 through September 30) in which this AGREEMENT is paid in full, expired, or terminated. All records, however, that are subject to audit findings shall be retained for five (5) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida.
3. If **AGENCY** expends more than \$750,000 a year in Federal awards, **AGENCY** shall have a single or program-specific audit conducted for that year in accordance with 2 CFR 200.501 – Audit Requirements. 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 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.
4. **AGENCY** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to **COUNTY** monitors or their designees for review upon request.
5. **AGENCY** shall at any time during normal business hours and as often as the **COUNTY** and/or any of their duly authorized representatives may deem necessary make available for examination all of **AGENCY'S** records, books, documents, papers, and data with respect to all matters covered by this

AGREEMENT and shall permit the **COUNTY** and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this AGREEMENT.

F. DEFAULT, TERMINATION AND CANCELLATION

1. **COUNTY** may suspend, withhold payments, or terminate this AGREEMENT and all payment to the **AGENCY** in whole or in part for cause upon seven (7) calendar days notice in writing to **AGENCY**. **COUNTY** may terminate the AGREEMENT for cause if **AGENCY** fails to comply with the material terms and conditions of the AGREEMENT, which shall include but is not limited to a) improper use of Project funds, b) refusal to accept conditions imposed by **COUNTY** pertaining to activities covered by this AGREEMENT, or c) submittal to **COUNTY** of documentation which is incorrect or incomplete in any material respect. **COUNTY** may also terminate the AGREEMENT for cause due to changes in Federal or State law or the availability of **COUNTY** general funds or grant funds, as identified in Section B of this AGREEMENT, which render the project impossible or infeasible.
2. In the event of default, lack of compliance or failure to perform on the part of **AGENCY**, **COUNTY** reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to, requesting additional information from **AGENCY** to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising **AGENCY** of deficiency and advising **AGENCY** that more serious sanctions may be taken if situation is not remedied; advise **AGENCY** to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise **AGENCY** to reimburse **COUNTY** for amount of costs incurred for any items determined ineligible.
3. In the event of a natural disaster, this AGREEMENT may be suspended or terminated and funds transferred to recovery activities as determined by **COUNTY**. Funds subject to this provision shall be those that are not contractually committed for construction, design or other such third party private vendors.
4. This AGREEMENT may be terminated in whole or in part for convenience by either party, in accordance with 24 CFR 85.44, by providing sixty (60) calendar days advance written notification to the other, setting forth the reasons for termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if in the case of a partial termination initiated by the **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.

G. INDEMNIFICATION

1. **AGENCY** shall indemnify and hold the **COUNTY** and all of its departments, officers and employees, harmless from and against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of every kind or nature, by or on behalf of any person or persons whomsoever or whatsoever arising out of or in any manner resulting from or connected with any accident, injury, death or damage which may happen during the time period covered by this AGREEMENT for services under the administration and direction of said **AGENCY**. The **AGENCY** will defend any actions or suits brought against the **COUNTY** by reason of the **AGENCY'S** failure or neglect in complying with any of the conditions and obligations of this AGREEMENT, or any tort liability arising out of actions of the **AGENCY** or any of its agents or subcontractors.

H. INSURANCE

1. **AGENCY** shall procure, pay for and maintain insurance coverage per Attachment A.
2. **AGENCY** shall submit to **COUNTY**, prior to the distribution of any funds under this AGREEMENT, a Certificate of Insurance as proof of insurance coverage and upon request a copy of all policies evidencing such coverage. **COUNTY** reserves the right to request proof that the insurance premium for such policies effective during the term of this AGREEMENT has been paid.

I. REPORTING

1. **AGENCY** shall provide to DEPARTMENT its Data Universal Numbering System (DUNS) Number 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 DUNS, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 CFR 25 and 2 CFR 170.
2. Quarterly, **AGENCY** shall submit performance reports to DEPARTMENT which summarizes information on all clients/users of the Project and/or information as necessary to quantify the results. A reporting form is included and made a part of the AGREEMENT as Attachment B. Quarterly reports are due thirty (30) days following the end of the quarter: January 30th, April 30th, July 30th, and September 30th. The September 30th quarterly report is due either with the final payment request in October 2017, or no later than October 15, 2017, if final payment has already been requested.
3. **AGENCY** shall report all personnel changes, changes to systems utilized to carry out the Project Description for this AGREEMENT, any conflicts of interest that occur during the period of performance, debarment and suspensions, incidents of fraud, waste, and abuse, and the addition of more funding to complete the project after the commencement of this AGREEMENT, **AGENCY** shall notify **COUNTY** in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by **COUNTY** within forty-five (45) days of said official notification.
4. **AGENCY** shall keep DEPARTMENT Project Manager abreast of significant events during the Project process:

Department Project Manager: Maggie Miles
Address: 440 Court Street, 2nd Floor, Clearwater, Florida, 33756
Telephone: 727.464.8210
Fax: 727.464.8254
E-mail: mmiles@pinellascounty.org

5. **AGENCY** shall furnish DEPARTMENT with all additional information, records, reports and data as may be required by **COUNTY** pertaining to matters of this AGREEMENT.

J. NONDISCRIMINATION AND EQUAL OPPORTUNITY

1. **AGENCY** or any contractor shall not discriminate against any applicant for employment or employee with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, ethnicity, color, religion, sex, age, national origin, family status, disability or sexual orientation.
2. **AGENCY** or any contractor shall not discriminate against any person on the basis of race, ethnicity, color, religion, sex, age, national origin, family status, disability or sexual orientation in admission, treatment, or participation in its programs, services and activities.
3. **AGENCY** shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.
4. **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).
5. Upon the evidence of any such discriminations, the **COUNTY** shall have the right to terminate this AGREEMENT.

K. AMENDMENT/MODIFICATION

1. **COUNTY** or **AGENCY** may amend this AGREEMENT at any time provided that such amendments make specific reference to this AGREEMENT, and are executed in writing, signed by duly authorized representatives of each party, and approved by the **COUNTY'S** governing body, or designee. Such amendments shall not invalidate this AGREEMENT, nor relieve or release **AGENCY** or **COUNTY** from its obligations under this AGREEMENT.
2. Modifications to this AGREEMENT that do not result in an increase of funding, change the purpose of this AGREEMENT, or otherwise amend the terms of this AGREEMENT shall be submitted in the format prescribed and provided by the **COUNTY** in Attachment C.

L. OTHER REQUIREMENTS

1. Nothing contained in the AGREEMENT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The **AGENCY** shall at all times remain an "Independent Contractor" with respect to the services to be performed under this AGREEMENT. **COUNTY** shall 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 contractor.
2. No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. 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.

3. **AGENCY** shall insure recognition of the role of the **COUNTY** in providing services through this AGREEMENT. All activities, facilities and items utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source. In addition, **AGENCY** will include a reference to the support provided herein in all publications made possible with funds made available under this AGREEMENT.
4. Should any section or any part of any section of this AGREEMENT be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this AGREEMENT.
5. The laws of the State of Florida shall govern this AGREEMENT.
6. **COUNTY** and **AGENCY** may execute this AGREEMENT in counterparts, each of which is deemed an original and all of which constitute only one AGREEMENT.
7. This AGREEMENT constitutes the entire agreement between the parties for the use of funds received here under. This Agreement supersedes all prior communications, whether written or oral, between the parties.

(SIGNATURE PAGE(S) FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Note: Two witnesses are required

ATTEST:

PINELLAS COUNTY, FLORIDA

a political subdivision, by and through its
County Administrator

Witness #1 Signature for County

By: _____
Mark S. Woodard, County Administrator

Print or Type Name

Date: _____, 2016

Witness #2 Signature for County

Print or Type Name

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Chelsea D. Hardy
Assistant County Attorney

ATTEST:

**AGENCY: Young Men’s Christian Association of
the Suncoast, Inc.**

Witness #1 Signature for Agency

By: _____

Print or Type Name

Name/Title

Date: _____, 2016

Witness #2 Signature for Agency

Print or Type Name