

**COMMUNITY DEVELOPMENT BLOCK GRANT
SPECIFIC PERFORMANCE AGREEMENT**

This COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD (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 (hereinafter **COUNTY**) and **Westcare GulfCoast-Florida, Inc.**, having its principal office at 100 Second Avenue South, Suite 901 South, St. Petersburg, Florida 33701, a not-for-profit corporation organized under the laws of the State of Florida (hereinafter **AGENCY**):

WHEREAS, the **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'S** 2016-2017 Community Development Annual Action Plan (Action Plan) includes Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) to provide housing, public services, community development and other assistance to eligible beneficiaries; and

WHEREAS, the 2016-2017 Action Plan certifies the **COUNTY'S** compliance with Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) regulations and specifies projects to be funded under those grants; and

WHEREAS, the Board of County Commissioners, in Resolution 16-45 , approved the 2016-2017 Action Plan; and

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

WHEREAS, as a result of the submission and approval of the **COUNTY'S** Action Plan, **COUNTY** and HUD has entered into a Funding Approval/Agreement (AGREEMENT); and

WHEREAS, the AGENCY has requested funding to replace eight (8) air conditioning units at the Davis Bradley Community Involvement Center, hereinafter referred to as the WestCare GulfCoast- Florida Facility Rehabilitation Project; and

WHEREAS, this is an eligible project and meets the criteria of a National Objective under the CDBG regulations at CDBG is 24 C.F.R. Part 570.201 and 24 C.F.R. Part 570.208; and

WHEREAS, the WestCare GulfCoast- Florida Facility Rehabilitation Project was approved as a project in the Action Plan; and

WHEREAS, the **COUNTY** will serve as a pass-through entity for **AGENCY** to receive CDBG funding for the project; and

WHEREAS, under the CDBG 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, Pinellas County Planning Department (DEPARTMENT) administers the CDBG 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 contract for facility improvements to include the replacement of eight (8) air conditioning units at the David Bradley Community Involvement Center; hereinafter referred to as "Project." **COUNTY** shall provide funding for Project to **AGENCY** under this AGREEMENT for facility improvements at 1735 Dr. Martin Luther King, Jr. Street South, St. Petersburg, Florida.
- b) The Project will provide air conditioning units in living quarters for the benefit of approximately 28 clients during the term of this AGREEMENT.
- c) **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

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.

Depending on the **COUNTY'S** assessment of risk of performance by **AGENCY**, additional requirements may be imposed on the **AGENCY**, including training, technical assistance, desk-top and on-site reviews.

Substandard performance as determined by the **COUNTY** will constitute noncompliance with this AGREEMENT.

3. TERM OF AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become valid and binding upon proper execution by the parties hereto. This AGREEMENT is effective on **October 1, 2016**, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **December 31, 2017**, 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 October 1, 2016 and December 31, 2017.

4. FUNDING

- a) **COUNTY**, through DEPARTMENT, shall pay **AGENCY** a maximum of **Twenty Five Thousand and NO/100 Dollars (\$25,000)** in CDBG funding for the Project described in Section 1 ("Project Description") of this AGREEMENT.
- 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.
- d) **AGENCY** shall carry out the Project under this AGREEMENT in accordance with the following:
 - i. **AGENCY** shall obtain from at least two properly licensed and insured contractors written bids for any construction services solicited for rehabilitation improvements described in Section 1 (Project Description). Said bids shall be submitted to DEPARTMENT with a request for approval to accept the recommended bid as reasonable and acceptable.
 - ii. **AGENCY** shall have a preconstruction conference, with a DEPARTMENT representative in attendance, with all prime contractors.
 - iii. **AGENCY** shall ensure that the construction contractor has the appropriate license(s) to do the intended work and that necessary construction permit(s) are obtained.
- e) **AGENCY** acknowledges that the entire Project is subject to Davis Bacon and related Acts and agrees to take necessary actions to enforce, or assist in enforcing, applicable regulations, including obtaining DEPARTMENT Davis Bacon Contract Administrator's approval prior to disbursing all the Project's construction payments to contractors.

- f) **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.
- g) 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).
- h) Should **AGENCY** fail to submit adequate supporting documentation with each request for payment as required by **COUNTY**, the **COUNTY** may disapprove the request.
- i) It is understood that this AGREEMENT is funded in whole or in part with Name of Grant 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.
- j) **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.

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**.

- k) **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.
- l) **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.

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5. SPECIFIC GRANT INFORMATION: 2 C.F.R. Part 200.331(a) (1) (Federal Award Identification) requires that certain specific information about the Grant be included in this AGREEMENT. Such information, consistent with the accordant subsections under 2 C.F.R. Part 200.331(a) (1), follows:

(a)	Subgrantee's Name	WestCare Gulfcoast Florida, Inc.
(b)	Subgrantee's DUNS Number	038932823
(c)	Federal Award Identification Number (FAIN)	B-16-UC-12-0005
(d)	Federal Award Date	November 3, 2016
(e)	Subaward Period of Performance Start and End Date	October 1, 2016-December 31, 2017
(f)	Amount of Federal Funds Obligated by this Action <i>("by the pass-through entity to the subgrantee")</i>	\$25,000.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee <i>("by the pass-through entity including the current obligation")</i>	\$25,000.00
(h)	Total Amount of the Federal Award <i>("committed to the subgrantee by the pass-through entity.")</i>	\$25,000.00
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Provision of funds for the replacement of eight (8) air conditioning units at the David Bradley Community Involvement Center.
(j)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(k)	Pass-Through Entity, GRANTEE	Pinellas County
(l)	Contact Information for Awarding Official, GRANTEE	Cheryl C. Reed, Compliance Section Manager, 440 Court Street, 2 nd Floor, Clearwater, Florida 33756 - Phone: 727-464-8234
(m)	CFDA Number and Name	CDBG - 14.218 Community Development Block Grant/Entitlement Grants
(n)	Amount Made Available Under Each Federal Award	\$2,475,418.00
(o)	Identification of Whether the Award is R&D	Award not for R&D
(p)	Indirect Cost Rate for the Federal Award (including if the de Minimis rate is charged)	N/A

6. USE AND REVERSION OF ASSETS

- a) Although no program income, as defined by 24 C.F.R. Part 570.500(a), 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.
- b) **AGENCY** will enter into a Land Use Restriction Agreement with **COUNTY**, in the form attached hereto as Attachment C, to ensure that the improvements made pursuant to this AGREEMENT are used to carry out activities for the beneficiaries as specified in Section 1 (Project Description) for a specified period of time, said Land Use Restriction Agreement will be recorded in the Official Public Records of Pinellas County, Florida.

7. DEFAULT

The **AGENCY** will be in default of this AGREEMENT, if **AGENCY** materially fails to perform under this agreement, including but not limited to:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, 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; or
- d) Submission by the **AGENCY** to **COUNTY** of reports that are incorrect or incomplete in any material respect.

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.

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 200.338, 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 pending correction of the identified deficiency;
- ii. Disallow use of funds and any applicable matching credit for all, or a part of the cost of the activity or action not in compliance;
- iii. Initiate suspension or debarment proceedings;
- iv. Withhold further Federal awards for the project or program;
- v. Wholly or partly suspend or terminate the AGREEMENT; or
- vi. Take any other legal or equitable action available.

Per 2 C.F.R. Part 200.341, **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.

9. TERMINATION

Termination for cause. This AGREEMENT may be terminated by **COUNTY** for cause in accordance with Section 8 herein (Remedies).

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, 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 requirements per 2 C.F.R. Part 200.339 for reporting termination of AGREEMENT to the OMB-designated integrity and performance system, System for Award Management (SAM) database.

Closeout. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.343 (Closeout) and 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities).

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. HOLD HARMLESS

AGENCY shall indemnify, save and hold **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 activities performed under the administration and direction of said **AGENCY**. **AGENCY** will defend any actions or suits brought against **COUNTY** by reason of **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 **AGENCY** or any of its agents or subcontractors.

11. INSURANCE

- a) **AGENCY** shall procure, pay for and maintain insurance coverage per Attachment D, Insurance Requirements.
- b) The Property Insurance requirements, as described in Attachment D, shall survive the expiration of this AGREEMENT.
- c) **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:

Rose Ott, Project Manager
Pinellas County Planning Department
310 Court Street
Clearwater, Florida 33756
Telephone: 727-464-8281
Fax: 727-464-8201
Email: rott@pinellascounty.org

AGENCY REPRESENTATIVE:

James Dates, Director
WestCare GulfCoast Florida, Inc.
100 2nd Avenue South, Suite 901 South
St. Petersburg, Florida 33701
Telephone: 727-490-6767 x30143
Fax: 727-825-0573
Email: james.dates@westcare.com

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 that do not result in an increase of funding, change the purpose or project description 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 E, Modification Form.

14. ASSIGNABILITY

AGENCY shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT without the prior written approval of **COUNTY**. 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.

AGENCY shall not pledge, mortgage this 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) Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.);
- 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, 570 (HUD regulations concerning CDBG);
- d) The "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 C.F.R. Part 200; and
- e) 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 a partial overview of 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 Grant and are hereby imposed upon **AGENCY**. Moreover, those rights reserved by HUD in the 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

If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT will not be affected thereby and all other parts of this AGREEMENT will nevertheless be in full force and effect.

19. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between **COUNTY** and **AGENCY** for the use of funds

received under this AGREEMENT and it supersedes all prior communications and proposals, whether electronic, oral, or written between **COUNTY** and **AGENCY** with respect to this AGREEMENT.

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

(SIGNATURE PAGE/S FOLLOWS)

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

By: _____
Mark S. Woodard, County Administrator

Print or Type Name

Date: _____

Witness #2 Signature

Print or Type Name

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: Chelsea Hardy
Chelsea D. Hardy, Assistant County Attorney

ATTEST:

AGENCY: WestCare GulfCoast- Florida, Inc.

Witness #1 Signature

By: _____

Print or Type Name

Name/Title

Witness #2 Signature

Date: _____

Print or Type Name

ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A1. FINANCIAL MANAGEMENT

- a) Accounting Standards. **AGENCY** agrees to comply with 2 C.F.R. 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 2 C.F.R. 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. DOCUMENTATION AND RECORDKEEPING

- a) **Records to Be Maintained.** **AGENCY** will maintain all records required by the Federal regulations specified in 24 C.F.R. Part 570.506 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 one of the National Objectives of the CDBG program;
 - iii. Records required to determine the eligibility of activities;
 - iv. Client data demonstrating client eligibility. Such data shall include, but not be limited to, client name, address, 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. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - vi. Records documenting compliance with the civil rights components of the CDBG program;
 - vii. Financial records as required by 24 C.F.R. Part 570.502, and 2 C.F.R. Part 200.333;
 - viii. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to CDBG-funded construction projects; and
 - ix. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.
- b) **Access to Records and Retention.** **AGENCY** shall at any time during normal business hours, and as often as **COUNTY** and/or the Federal Government 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 **COUNTY** and/or its designated authorized representative to audit and examine the same for the purposes of making audit, examination, excerpts and transcriptions.

All records pertaining to this AGREEMENT shall be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. Notwithstanding the above, if any litigation, claim, audit, negotiation or other action that involves any of the records cited and that has started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by state law.

c) **Audits and Inspection**

If **AGENCY** expends more than \$750,000 or more in a fiscal year in Federal awards from all sources, **AGENCY** shall have a single or program-specific audit conducted for that year in accordance with 2 C.F.R. Part 200.501 – Audit Requirements. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228. 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 C.F.R. 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 C.F.R. Part 200.511 (Audit Findings Follow Up) and 2 C.F.R. 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.

A3. REPORTING

- a) General. **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 C.F.R. Part 25 and 2 C.F.R. 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 24 C.F.R. Part 570.500(a), 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. 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 G, Performance Reports. Quarterly reports are due 30 days following the end of the quarter: April 30, 2017, July 30, 2017, October 30, 2017, as well as January 30, 2018, April 30, 2018, July 30, 2018, and October 30, 2018. The final payment request may be submitted with the January, 2018 Performance Report.

A4. ENVIRONMENTAL

AGENCY shall not assume **COUNTY'S** environmental responsibilities described at Sec.570.604; 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 58, as amended, for each property to be acquired, rehabilitated, converted, leased, repaired or constructed with the CDBG 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.

A5. 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 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

- 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.

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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 C.F.R. Part 1, together with section 109 of the Act (24 C.F.R. Part 570.602) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this AGREEMENT.
 - ii. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - iii. **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138 and 24 C.F.R. Part 85.36(e) 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.
 - iv. **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 \$100,000) 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 C.F.R. Part 135 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 the City of Tampa; 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 CDBG-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.

- v. **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.)
- vi. **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)

- vii. **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.
- 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. CONFLICT OF INTEREST

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG - 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 CDBG-assisted activity, or with respect to the proceeds from the CDBG-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 Section B2 (Conflict of Interest), a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **COUNTY**, the **AGENCY**, or any designated public agency.

AGENCY agrees to abide by the provisions of 2 C.F.R. Part 200.318 and 24 C.F.R. Part 570.611, 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.

B3. 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 C.F.R. 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.

B4. RELIGIOUS ACTIVITIES

AGENCY, if a faith-based organization, shall comply with the terms and conditions set forth in 24 C.F.R. Part 5 General HUD Program Requirements; Waivers, Section 5.109, Equal participation of Religious Organizations in HUD Programs, as well as C.F.R. Part 570.200, 24 C.F.R. Part 570.503, as amended, and 24 C.F.R. Part 570.607 regarding faith-based organizations.

B5. 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; and
- 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:
- 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.