

EMERGENCY SOLUTIONS GRANT PROGRAM SUBAWARD
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 **Homeless Leadership Alliance of Pinellas, Inc.** (hereinafter AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 647 1st Avenue North, St. Petersburg, Florida 33701:

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, the 2024-2025 Annual Action Plan certifies the COUNTY'S compliance with Community Development Block Grant (CDBG), HOME Investment Partnerships 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 24-46, approved the 2024-2025 Annual Action Plan (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 entered into a Funding Approval/Agreement; and

WHEREAS, the AGENCY has requested funding for operating expenses to support the Homeless Management Information System (HMIS); hereinafter referred to as the Homeless Leadership Alliance Operations; and

WHEREAS, **Homeless Leadership Alliance Operations** was approved as a project in the Action Plan 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 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 serve as Lead Agency for the Pinellas Homeless Management Information System (PHMIS), the HUD-mandated centralized, collaborative database for collecting and tracking nonprofit and social service agencies information on individuals and families served that are, or are at risk of being homeless in order to measure performance, track outcomes, and improve the quality of data available for planning and policy purposes; hereinafter referred to as the "PROJECT."

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

- (1) Maintain PHMIS;
 - (2) Complete data entry;
 - (3) Monitor and review data quality;
 - (4) Complete data analysis;
 - (5) Report to the HMIS Lead;
 - (6) Train staff on using the HMIS or comparable database;
 - (7) Implement and comply with HMIS requirements;
 - (8) Administer and maintain the system; and
 - (9) Conducting training on using the system or a comparable database.
 - (10) 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.
 - (11) Provide through SageHMIS, upon request following the end of the AGREEMENT term, ESG Consolidated Annual Performance and Evaluation Report for the term of the AGREEMENT.
- b) AGENCY agrees that expenses reimbursed under this AGREEMENT will be only for ESG eligible costs related to salaries for operating PHMIS, as described in 24 C.F.R. 576.107(a)(1)(vii) and (a)(2)(v) and (vii) and described in the major PROJECT tasks above.
 - c) COUNTY shall provide funds to AGENCY under this AGREEMENT for eligible salaries, fringe benefits and administrative costs of 1.75 full-time equivalent (FTE) positions, including a Data Entry and Support Specialist position (1 FTE) and a Data Analyst position (.75 FTE) for the PROJECT.
 - d) AGENCY shall provide COUNTY with list of personnel and time commitments allocated to perform the major tasks identified above.
 - e) 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.
 - f) 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, 2025**, 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, 2024** and **September 30, 2025**.

4. FUNDING

- a) COUNTY, through DEPARTMENT, shall reimburse AGENCY a maximum of **\$95,378.16 (Ninety-Five Thousand, Three Hundred Seventy-Eight and 16/100 Dollars)** in ESG 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, or move 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 ten percent (10.0%) of the total maximum funding amount under this AGREEMENT.

Project Budget	Amount
Direct Costs:	
Salaries and Fringe Benefits - Data Entry and Support Specialist (1.75 FTE)	\$86,707.42
Subtotal:	\$86,707.42
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)	\$8,670.74
TOTAL:	\$95,378.16
<p>* 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.</p> <p>** 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.</p> <p>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.</p>	

- 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	Homeless Leadership Alliance of Pinellas, Inc.
(b)	Subrecipient’s Unique Entity Identifier (UEI)	JB5RDJD5NRU5
(c)	Federal Award Identification Number (FAIN)	E-24-UC-12-0005
(d)	Federal Award Date	TBD Upon Receipt of Grant Agreement
(e)	Subaward Period of Performance Start and End Date	10/01/2024 - 09/30/2025
(f)	Subaward Budget Period Start and End Date	10/01/2024 - 09/30/2025
(g)	Amount of Federal Funds Obligated in the subaward	\$95,378.16
(h)	Total Amount of Federal Funds Obligated to Subrecipient (“by the pass-through entity including the current financial obligation”)	\$95,378.16
(i)	Total Amount of the Federal Award (“committed to the subrecipient by the pass-through entity.”)	\$95,378.16
(j)	Federal Award Project Description, as required by the Federal Funding Accountability and Transparency Act (FFATA)	Provision of funding for reimbursement of actual costs of salaries associated with maintaining the HMIS system.
(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	\$217,543.00
(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 & Community Development
440 Court Street, 2nd Floor
Clearwater, Florida 33756
Telephone: 727-464-8234
Fax: 727-464-8254
Email: jriddle@pinellas.gov

AGENCY REPRESENTATIVE:

Cynthia Kazawitch, CAO
Homeless Leadership Alliance of Pinellas
740 4th Street N, Suite 206
St. Petersburg, Florida 33701
Telephone: 727-933-0100
Email: ckazawitch@hlapinellas.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.

(SIGNATURE PAGE FOLLOWS)

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*

PINELLAS COUNTY, FLORIDA

a political subdivision, of the State of Florida

Della Klug

Witness #1 Signature



By: _____

Barry A. Burton, County Administrator

Della Klug

Print or Type Name

Date: December 23, 2024

Jo Alejandra Lugo

Witness #2 Signature

APPROVED AS TO FORM
By: Derrill McAteer
Office of the County Attorney

Jo Alejandra Lugo

Print or Type Name

ATTEST: *Note: Two witnesses are required*

AGENCY: Homeless Leadership Alliance of Pinellas, Inc.

a Florida Not-for-Profit Corporation

Victoria Sailer

Witness #1 Signature

By: Cynthia Kazawitch
Cynthia Kazawitch (Dec 17, 2024 09:14 EST)

Victoria Sailer

Print or Type Name

Cynthia Kazawitch, Chief Administrative Officer

Name/Title

Jessica Untch

Witness #2 Signature

Date: 12/17/2024

Jessica Untch

Print or Type Name

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, Inspector 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. Upon request, AGENCY shall submit an ESG Consolidated Annual Performance and Evaluation Report in SageHMIS, consisting of PHMIS data for the PROJECT for the term of the AGREEMENT.

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 or 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 CFR60-4.1 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.

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

1. INSURANCE

The Agency shall obtain and maintain, and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Agency shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

Upon selection of Agency for award, the selected Agency shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Agency of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Agency or their agent prior to the expiration date.

- 1) The Agency shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Agency from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Agency of this requirement to provide notice.
 - 2) Should the Agency, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this RFP, the Primary Agency shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the sub-Agency; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below. All subcontracts between the Agency and its sub-Agency's shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:
- 1) Require each sub-Agency to be bound to the Agency to the same extent the Agency is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the sub-Agency.

INSURANCE REQUIREMENTS

- 2) Provide for the assignment of the subcontracts from the Agency to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the sub-Agency except workers compensation and professional liability.
- 4) Provide a waiver of subrogation in favor of the County.
- 5) Assign all warranties directly to the County
- 6) Identify the County as an intended third-party beneficiary of the subcontract. The Agency shall make available to each proposed sub-Agency, prior to the execution of the subcontract, copies of the Contract Documents to which the sub-Agency will be bound by this Exhibit B and identify to the sub-Agency any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Agency.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein. Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Agency/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

INSURANCE REQUIREMENTS

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Agency, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No physical abuse or sexual molestation exclusions allowed.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- 4) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non- electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- 5) **Property Insurance** Agency will be responsible for all damage to its own property, equipment and/or materials.

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?

<i>Why change is needed, what will be impacted</i>
<i>Revised SPA Sections – New language</i>

B. BUDGET MODIFICATION: N/A

PROVIDER AGENCY:

PINELLAS COUNTY GOVERNMENT:

 Authorized By:

 Verified By:

 Name/Title

Glenn Bailey, Interim Director

 Name/Title

Date: _____

Date: _____

BCC Approval Required: Yes No

BCC Approval Date: _____

Effective 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 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.