

SPECIFIC PERFORMANCE AGREEMENT

PINELLAS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

FY 1994-95 ACTIVITIES - B-94-UC-12-0005

This Agreement is entered into this **2nd** day of **August, 1994**, by Pinellas County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and, **Y.W.C.A. of Tampa Bay**; a nonprofit corporation organized and existing under the laws of Florida, having its principal office at; 655 Second Avenue South, St. Petersburg, Florida 33701 hereinafter referred to as the "SUBRECIPIENT," and

WHEREAS, Pinellas County has agreed with the United States Department of Housing and Urban Development (HUD) to conduct a Community Development Program with federal financial assistance under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Community Development Department, hereinafter called the "DEPARTMENT," will act on behalf of Pinellas County in conducting the program; and

WHEREAS, the SUBRECIPIENT has proposed to construct a 23,000 sq. ft. three story building that will contain 16 two-bedroom apartments, a child day care center and space for an array of social services. The site is 1 1/2 acre parcel on the corner of 3rd Street South and 6th Avenue South, St. Petersburg, Florida and is being donated by the University of South Florida. The facility will also be used for a college level internship program hereinafter referred to as the "PROJECT"; and,

WHEREAS, the estimated cost of PROJECT to COUNTY'S Community Development Program is **\$100,000 (One hundred thousand dollars)**; and

WHEREAS, COUNTY has found that the PROJECT proposed by the SUBRECIPIENT is meritorious and has authorized the PROJECT in its Final Statement of Objectives approved by COUNTY on August 2, 1994; and

WHEREAS, this Agreement is in effect until PROJECT is either completed; or terminated or dropped as specified in paragraphs five (5), six (6) and seven (7) of this Agreement; and DEPARTMENT has closed out the PROJECT; or if applicable, until all program income has been expended or returned to the COUNTY.

THEREFORE, the parties agree as follows:

1. SUBRECIPIENT shall, in a satisfactory and timely manner as determined by the DEPARTMENT, carry out the PROJECT in accordance with this Agreement and the Implementation Plan developed in cooperation with DEPARTMENT. Any changes to the project description, or Implementation Plan must be approved by the DEPARTMENT and must be in conformance with HUD regulations for the Community Development Block Grant Program.

2. COUNTY, through DEPARTMENT, will provide funds for PROJECT directly to SUBRECIPIENT on a reimbursement basis and after receipt of all supporting documentation.

3. The SUBRECIPIENT agrees to indemnify and save harmless the COUNTY and all of its departments, officers and employees from any claim, suit, damage, or amounts recovered under the "Worker's Compensation Law," or any other laws, bylaws or decree arising from personal injury, bodily injury, including death or any property damage in connection with any of the functions performed pursuant to their AGREEMENT except for such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. In addition, the SUBRECIPIENT agrees to maintain insurance as required in this agreement and to provide a Certificate of Insurance to the DEPARTMENT.

4. SUBRECIPIENT shall not assign any interest in this Agreement without prior written consent of the COUNTY.

5. In accordance with 24 CFR 85.43, COUNTY may suspend, withhold, or terminate payment for PROJECT in whole or in part for cause upon no less than seven (7) calendar days notice in writing to the SUBRECIPIENT. Cause, which shall be determined by COUNTY, includes but is not limited to the following:

- (a) Improper use of PROJECT funds.
- (b) Failure to comply with either the terms and conditions of this Agreement or the Implementation Plan.
- (c) Refusal to accept conditions imposed by HUD.
- (d) Submittal to DEPARTMENT of documentation which is incorrect or incomplete in any material respect.
- (e) Changes in federal law or the availability of Community Development Block Grant funds which render the PROJECT impossible or infeasible.

6. Should circumstances occur which significantly delay project implementation, PROJECT may be dropped or rescheduled by DEPARTMENT, and funds which would have been reserved for the PROJECT may be used to carry out other Community Development activities. Such action would only be taken if it was determined to be in the best interests of the program and if good faith efforts to eliminate delays were unsuccessful.

7. The award of funds for PROJECT may be terminated in whole or in part for convenience, by SUBRECIPIENT upon written notification to COUNTY, or by COUNTY with the written consent of SUBRECIPIENT.

8. SUBRECIPIENT will comply with applicable uniform administrative requirements as described in 24 CFR 570.502 and will carry out PROJECT in compliance with all federal laws and regulations described in Subpart K of the Community Development Block Grant regulations, incorporated herein by reference. Further, SUBRECIPIENT will comply with all terms of the Community Development Block Grant Agreement and COUNTY requirements. Since COUNTY is responsible for its Community Development Block Grant program, SUBRECIPIENT will provide DEPARTMENT with opportunity to review all plans, contracts and other pertinent documentation prior to the commitment of funds in order to

confirm compliance with the above federal and local requirements.

9. To the best of SUBRECIPIENT'S knowledge and belief:

- (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 any 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.

10. SUBRECIPIENT shall retain all records pertaining to the PROJECT for a period of three years after audit and/or resolution of audit findings involving this Agreement. These records shall be made available to COUNTY, HUD, and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours.

11. SUBRECIPIENT shall procure, pay for and maintain Comprehensive General Liability Insurance that includes but is not limited to premises/operations, and personal injury covering the liability assumed under indemnification language of this contract with limits of liability for personal injury and/or bodily injury including death of not less than \$300,000 each occurrence; and property damage of not less than \$100,000 each Occurrence. (Combined single limits of not less than \$300,000 each occurrence.) The SUBRECIPIENT shall provide Worker's Compensation Insurance in at least the limits as required by Florida law; Employer's Liability Insurance of not less than \$100,000 for each accident. Current Certificates of Insurance shall be provided to DEPARTMENT upon commencement of AGREEMENT.

12. In the event that SUBRECIPIENT should dispose of or alter the use of property constructed in part with COUNTY Community Development funds within **10 years** after completion of PROJECT, then the pro-rata share of such shall be returned to COUNTY. The pro-rata share shall be calculated by determining the percentage of the total acquisition

and/or improvement cost that was contributed by COUNTY and applying that percentage to the fair market value of the property at the time of sale or conversion. SUBRECIPIENT shall bear the cost of any independent appraisals and review appraisals needed to determine fair market value if required by COUNTY. Alternatively, COUNTY may, solely at its option, approve any transfer of title or change in use if such change is determined by COUNTY to be consistent with overall community development objectives and the subsequent proposed use of the property is eligible under then current Community Development Block Grant regulations.

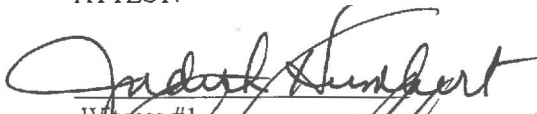
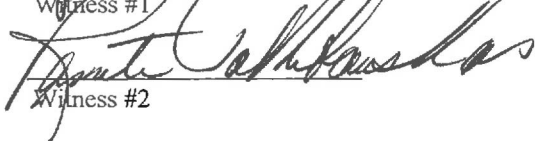
13. The Agreement as hereinabove set forth including all references, incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the parties as hereinbefore stated.

14. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are declared severable.

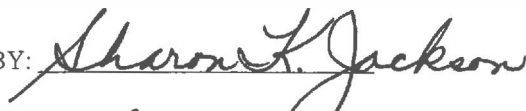
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

Note: Two witnesses are required
Witnesses: print or type name below signatures

ATTEST:


Witness #1

Witness #2

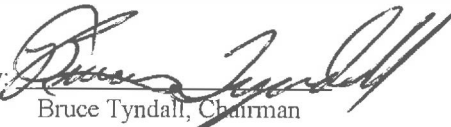
SUBRECIPIENT

BY: 
President
Title

ATTEST:
KARLEEN F. DeBLAKER, CLERK

By: 
Deputy Clerk

PINELLAS COUNTY, FLORIDA
by and through its
Board of County Commissioners

By: 
Bruce Tyndall, Chairman

IMPLEMENTATION PLAN

Project: Y.W.C.A. Virginia Lazzara Family Village
PW 94/23

Sponsor: Y.W.C.A. of Tampa Bay

Scope of Project:

The SUBRECIPIENT proposes to build a three story facility which will include a 16 unit apartment complex: eight two-bedroom units will be utilized for short term emergency shelter care and eight two-bedroom units will be utilized by families requiring longer term transition assistance. The facility will have an on site child care center and provide an array of social services along with an internship site for University of South Florida (USF) students. The site is a 1 1/2 acre parcel at the corner of Third Street South and Sixth Avenue South, St. Petersburg, Florida. The parcel is being donated by the USF. The total construction cost is estimated at \$1.5 million. DEPARTMENT has approved \$100,000 (one hundred thousand dollars) of CDBG funds for this project.

Means of Accomplishment:

SUBRECIPIENT will continue soliciting funds for construction until adequate funds have been committed for the PROJECT. If the SUBRECIPIENT notices that they will not reach their construction funding goal soon enough for construction to start this fiscal year they shall notify DEPARTMENT in a timely manner. DEPARTMENT will determine the disposition of its committed funds to this PROJECT. The SUBRECIPIENT will also be responsible for the design of the facility and the competitive bidding and awarding of the construction contract. The following documentation and process will be in effect or the SUBRECIPIENT will be notified that the City of St. Petersburg will be providing some or all of the federal contracting requirements. DEPARTMENT will provide federal procurement standards to include the prevailing Davis Bacon wage decision. These documents are to become part of the bid package and solicitation for bid request.

Steps/Documentation

- a. During design, any changes in scope or cost should be discussed with DEPARTMENT as the need for change occurs.
- b. Prior to soliciting bids, provide plans, bid documents, current estimate with cost breakdown as appropriate (identify CDBG funded portion if applicable) and advertisement copy.
- c. Prior to award, provide bid tab with staff recommendation.

- d. As soon as possible after award, provide evidence of contract award - e.g. Council minutes or letter to contractor.
- e. Schedule pre-construction conference. A DEPARTMENT representative must attend.
- f. Sponsor should make an effort to publicize the PROJECT and the fact that CDBG funds are being utilized. Promotional opportunities would include: signage, ground breaking, dedication, open house or whatever is appropriate for the PROJECT.
- g. If Change Orders are required, forward a copy to DEPARTMENT for signature prior to submitting it to Council.
- h. Submit supporting documentation with each request for reimbursement.
- i. Provide final quantitative data prior to or with final payment request.

Note: Prior to releasing payment, DEPARTMENT must have all necessary documentation and all payrolls from contractor. Any payroll discrepancies **MUST** have been corrected. DEPARTMENT will require weekly payrolls from all contractors working on this job even if contractor is not being funded directly with CDBG funds.

Direct Benefit Information:

The SUBRECIPIENT will track income information as to low and moderate income households served and provide a breakdown summarizing racial and ethnic information: White, Black, American Indian, Alaskan Native, Hispanic, Asian or Pacific Islander, also Female Head of Household. This information will be required annually for 10 years no later than September 30, of each year through the year 2006.

Schedule:

Design	10/94 - 04/95
Bid/Award	05/95 - 06/95
Construction	07/95 - 01/96

Performance Standards:

If SUBRECIPIENT fails to award a construction contract by August 31, 1995 the PROJECT will be considered significantly delayed as cited in paragraph six of the Specific Performance Agreement, and the funds reserved for the PROJECT may be used to carry out other Community Development activities.