

**EMERGENCY SOLUTIONS GRANT PROGRAM
SPECIFIC PERFORMANCE AGREEMENT**

THIS AGREEMENT, (AGREEMENT) made and entered into this 7 day of February 2017, by and between Pinellas County, having its principal office at 315 Court Street, Clearwater, Florida 33756, a political subdivision of the State of Florida (**COUNTY**) and **Homeless Emergency Project, Inc., d/b/a Homeless Empowerment Program**, having its principal office at 1120 North Betty Lane, Clearwater, FL 33755, a not-for-profit corporation organized under the laws of the State of Florida (**AGENCY**):

WITNESSETH

WHEREAS, Pinellas **COUNTY'S** long term community development goal is to develop livable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income, and to aid in the prevention and elimination of slums and blight; and

WHEREAS, the Board of County Commissioners in Resolution 16-45 approved the 2016-2017 Action Plan, furthering the **COUNTY'S** Community Development goals; and

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

WHEREAS, the Pinellas County Planning Department (**DEPARTMENT**) administers the ESG program on behalf of **COUNTY**; and

WHEREAS, the Homeless and Homelessness Prevention Services Program was approved in the Action Plan and the **Community Housing Assistance Program (CHAP)** as an eligible activity under the program; and

WHEREAS, it is beneficial to the **COUNTY** to contract with qualified agencies to assist in carrying out local programs and the **DEPARTMENT** has determined that the **AGENCY** is qualified to administer the CHAP Program; and

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

WHEREAS, ESG funds in the amount of Sixteen Thousand Six Hundred Twelve and NO/Dollars (\$16,612.00) remains uncommitted and unexpended from the 2015-2016 Action Plan (2015-2016 Funds), which Action Plan was approved by the Board of County Commissioners in Resolution 15-61; and

WHEREAS, the **COUNTY** will add the uncommitted and unexpended 2015-2016 Funds to the pool of 2016-2017 funds identified in Section B of this **AGREEMENT**.

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

A. PROJECT DESCRIPTION

1. **AGENCY** shall assist eligible homeless individuals and/or families and individuals and/or families at risk of

homelessness with rental payments, move in costs, and security/utility deposits through the **COUNTY'S** CHAP Program.

2. **AGENCY** shall administer the **COUNTY'S** CHAP Program in a manner consistent with the Written Standards for Provisions of ESG Assistance outlined in Attachment I of this AGREEMENT.
3. **AGENCY** shall screen applicants to ensure compliance with Definition of Eligible Participants in Attachment II of this AGREEMENT. **COUNTY** will make final determination of eligibility.
4. **AGENCY** must have the ability to access CHAP client-data in the Tampa Bay Information Network (TBIN).
5. **AGENCY** shall provide housing counseling services to applicants to determine the applicant's eligibility with the program and their ability to maintain housing stability following the assistance provided under the program. All assisted households must receive case management, including household budgeting, at least once per month during each month financial assistance is provided.
6. **AGENCY** shall ensure, and provide to **COUNTY**, documented verification of CHAP applicant income and assets (not to exceed 30% of Area Median Income) in accordance with Code of Federal Regulations (CFR), Title 24, Part 5, and Section 5.609(b), commonly known as Section 8.
7. **AGENCY** shall assemble and submit to the **COUNTY** files inclusive of all the applicable documentation and in the order of the CHAP File Checklist in Attachment III of this AGREEMENT.
8. **AGENCY** shall ensure that units inhabited under this program are in compliance with the U.S. Department of Housing and Urban Development (HUD) rent reasonableness standards (i.e. Fair Market Rent).
9. **AGENCY** shall provide **COUNTY**, through DEPARTMENT Project Manager, with a monthly update on the status of CHAP Program participants.

Department Project Manager: Natasha Suarez
Title: Planning Analyst/CHAP Program Manager
Address: 440 Court Street, 2nd Floor, Clearwater, Florida, 33756
Telephone: 727.464.8210
Fax: 727.464.8254
E-mail: nsuarez@pinellascounty.org

10. **AGENCY** shall perform visual inspection outlined in the CHAP Housing Habitability Standards Inspection Checklist in Attachment IV of this AGREEMENT to ensure the habitability standards of the housing units are met.
11. **AGENCY** shall perform visual inspections of painted surfaces to ensure the absence of peeling, chipping and chalking paint as outlined in the CHAP Lead Screening Worksheet in Attachment V of the AGREEMENT.
12. The scope of the project shall not be altered without written approval of the **COUNTY** through DEPARTMENT.

B. FUNDING

1. **COUNTY**, through DEPARTMENT, will make available to **AGENCY**, a pool of funds to be used for reimbursement

of actual costs incurred by **AGENCY** and payment of associated fees for assisting eligible Homelessness Prevention and Rapid Re-Housing Program participants.

2. The maximum amount of funds available to **AGENCY** to assist eligible program participants is **Sixteen Thousand Six Hundred Twelve and NO/100 Dollars (\$16,612.00)** of uncommitted and unexpended 2015-2016 Funds and **One Hundred Ninety-Three Thousand Nine Hundred Eighty-Four and 50/100 Dollars (\$193,984.50)** of 2016-2017 funds, for a total of **Two Hundred Ten Thousand Five Hundred Ninety-Six and 50/100 Dollars (\$210,596.50)**.
3. **COUNTY** and **AGENCY** agree that funds are available to selected eligible program participants on a first-eligible/first-served basis.
4. **COUNTY** will reimburse **AGENCY** for actual costs incurred by **AGENCY** for providing rental assistance, move-in costs, security deposits and utility deposits to eligible Homelessness Prevention and Rapid Re-Housing Program participants.
5. **COUNTY** will pay **AGENCY** in accordance with the following fee schedule for each eligible program participant assisted by **AGENCY** and approved by **DEPARTMENT**:
 - a) Packaging and Delivery of Compliant/Approved CHAP Applicant File: \$800.00/file
 - b) Case Management – Counseling: \$100.00/session
 - c) Inspection of Housing Units – Initial and Re-inspection: \$75.00/inspection
6. **AGENCY** shall submit supporting documentation with each request for reimbursement for actual costs incurred by **AGENCY** and for payment of fees, identified in above fee schedule, associated with carrying out the Project as described in Section A above. All requests must be approved by the **COUNTY**, through the **DEPARTMENT**, prior to payment.
7. **COUNTY** shall reimburse **AGENCY** for allowable costs within thirty (30) days after **COUNTY** receives **AGENCY'S** complete reimbursement request, pursuant to 24 CFR Part 576.203.
8. Should **AGENCY** fail to submit adequate supporting documentation with each request for payment as required by **COUNTY**, the **DEPARTMENT** may disapprove the request.
9. The source of funding from **COUNTY** for payment of services performed under this AGREEMENT is a grant provided to **COUNTY** by the U.S. Department of Housing and Urban Development (HUD) (Emergency Solutions Grant - CFDA #14.231). **AGENCY** agrees that in the event that any grant is reduced or withheld by HUD, **COUNTY** shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. 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 days of said notice from **COUNTY**.

C. TERM/TERMINATION OF AGREEMENT

1. The AGREEMENT shall become retroactively effective on **October 1, 2016**, and shall continue in full force and effect until **September 30, 2018**, or until **COUNTY** completes full commitment and disbursement of Grant Funds

available, as identified in Section B, whichever comes first.

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

D. MONITORING

1. **COUNTY** shall have the right to monitor and evaluate all aspects of activities carried out by **AGENCY**. Such evaluation will be effected by risk assessments performed by DEPARTMENT, the submission of information by **AGENCY**, by quarterly monitoring site visits by DEPARTMENT, if applicable, or by other means appropriate to the project.
2. All records pertaining to this AGREEMENT, including but not limited to financial, statistical, property and programmatic records, shall be retained for five (5) years from ending date of the **COUNTY'S** fiscal year (October 1 through September 30) in which this AGREEMENT is paid in full, expired, or terminated. All records, however, that are subject to audit findings shall be retained for five (5) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida.

3. If **AGENCY** expends more than \$750,000 a year in Federal awards, **AGENCY** shall have a single or program-specific audit conducted for that year in accordance with 2 CFR 200.501 – Audit Requirements. Audit report shall be submitted to DEPARTMENT within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period, unless **AGENCY** and the DEPARTMENT agree to a longer period in advance. **AGENCY** shall be responsible for the costs associated with this audit. **AGENCY** shall submit any additional documentation requested by **COUNTY** to substantiate compliance to this provision if necessary. In the event the **AGENCY** expends less than the threshold established by 2 CFR 200.501, the **AGENCY** is exempt from Federal audit requirements for that fiscal year, however; the **AGENCY** must provide a Single Audit exemption statement to the **COUNTY** no later than three months after the end of the **AGENCY’S** fiscal year for each applicable audit year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this AGREEMENT, **AGENCY** shall be held liable for reimbursement to **COUNTY** of all funds not expended in accordance with these applicable regulations and AGREEMENT provisions within thirty (30) days after **COUNTY** has notified **AGENCY** of such non-compliance.
4. **AGENCY** shall at any time during normal business hours and as often as **COUNTY** and/or the Comptroller General of the United States and/or the U.S. Department of Housing and Urban Development and/or any of their duly authorized representatives may deem necessary make available for examination all of **AGENCY’S** records, books, documents, papers, and data with respect to all matters covered by this AGREEMENT and shall permit the **COUNTY** and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this AGREEMENT.

E. INDEMNIFICATION

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

F. INSURANCE

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

G. REPORTING

1. **AGENCY** shall provide to DEPARTMENT its Data Universal Numbering System (DUNS) Number and must register and maintain the currency of information in the System for Award Management (SAM) database, so that

Grantee complies with the requirements established by the Federal Office of Management and Budget concerning the DUNS, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 CFR 25 and 2 CFR 170.

2. **AGENCY** should keep DEPARTMENT Project Manager, identified in Section A, abreast of significant events during the Project process.
3. **AGENCY** shall furnish DEPARTMENT with information, records, reports and data as may be required by HUD or COUNTY pertaining to matters of this AGREEMENT.

H. OTHER REQUIREMENTS

1. In carrying out this AGREEMENT, **AGENCY** or any contractor shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, age, national origin, family status or handicap.
2. **AGENCY** shall comply with all applicable laws, orders, and codes of the federal, state and local governments as they pertain to this AGREEMENT, including, but not limited to, the requirements of 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule. **AGENCY** shall assist **COUNTY** in complying with all of the 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.) and Title XL Part 576 Emergency Solutions Grant Program authorized under Subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371 et seq.) incorporated herein and made part of this AGREEMENT by reference.
3. **AGENCY** certifies and discloses that, to the best of **AGENCY'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; and
 - 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.
4. Although no program income, as defined by 24 CFR 576.2, 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.
5. **AGENCY** shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT nor enter into any subcontract pursuant to this AGREEMENT without submitting said proposed subcontract to **COUNTY** and without the prior written approval of **COUNTY** of the proposed subcontract. All requirements of

this AGREEMENT shall be applicable to any subcontracts entered into under this AGREEMENT and it shall be **AGENCY'S** responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.

6. No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.
7. Any news release or other type of publicity pertaining to this Project must recognize Pinellas County and the fund source for this AGREEMENT as sponsors.
8. Should any section or any part of any section of this AGREEMENT be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this AGREEMENT.
9. The laws of the State of Florida shall govern this AGREEMENT.
10. **COUNTY** and **AGENCY** may execute this AGREEMENT in counterparts, each of which is deemed an original and all of which constitute only one AGREEMENT.
11. This AGREEMENT constitutes the entire agreement between the parties for the use of funds received hereunder. This Agreement supersedes all prior communications, whether written or oral, between the parties.

(SIGNATURE PAGE FOLLOWS)


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

Note: Two witnesses are required

WITNESS:

PINELLAS COUNTY, FLORIDA
a political subdivision, by and through its
County Administrator

Della Klug
Witness #1 Signature for County

By: 
Mark S. Woodard, County Administrator

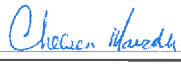
Della Klug
Print or Type Name

Date: February 7, 2017

s/Jo Lugo
Witness #2 Signature for County

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

Jo Lugo
Print or Type Name

By: 
Chelsea Hardy
Assistant County Attorney

WITNESS:

AGENCY: Homeless Emergency Project, Inc.,
d/b/a Homeless Empowerment Program


Witness #1 Signature for Agency

By: 
Signature

TERRENCE MCABEE
Print or Type Name

Terrence McAbee
Name/Title


Witness #2 Signature for Agency

Date: January 19th, 2017

Annette Velez
Print or Type Name