

**EMERGENCY SOLUTIONS GRANT PROGRAM
SPECIFIC PERFORMANCE AGREEMENT**

THIS AGREEMENT, (AGREEMENT) made and entered into this 31 day of August 2016, by and between Pinellas County, having its principal office at 315 Court Street, Clearwater, Florida 33756, a political subdivision of the State of Florida (**COUNTY**) and **Religious Community Services, Inc.**, having its principal office at 503 S. Martin Luther King Jr. Avenue, Clearwater, FL 33756, 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 14-54 approved the 2014-2015 Action Plan, furthering the **COUNTY'S** Community Development goals; and

WHEREAS, the Board of County Commissioners in Resolution 15-61 approved the 2015-2016 Action Plan, furthering the **COUNTY'S** Community Development goals; 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 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 **Homeless and Homelessness Prevention Services Program** (Program) was approved in the 2014-2015, 2015-2016, and 2016-2017 Action Plans and **Religious Community Services' Grace House Operations** is an eligible activity under the Program; and

WHEREAS, the **Religious Community Services' Grace House Operations** activity was approved as an activity under the Program in fiscal year 2016-2017 and the **COUNTY** has identified uncommitted funds available from fiscal years 2014-2015 and 2015-2016 to fund the activity; and

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

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

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

A. PROJECT DESCRIPTION

1. **AGENCY** shall purchase durable, shelter-grade furniture for fourteen (14) onsite shelter apartments at RCS Grace House, an emergency shelter for homeless families with children, located at 1552 South Myrtle Avenue, Clearwater.
2. **AGENCY** agrees that any equipment purchases to be reimbursed under this AGREEMENT shall be approved in advance by **COUNTY**, if expense is estimated to be \$500 or more. Agency agrees that it is **AGENCY'S** responsibility to notify **COUNTY** and provide two bids with notice of said items. Any purchases made without prior **COUNTY** approval shall not be eligible for reimbursement.
3. **AGENCY** shall maintain for the term of this Agreement at least one position on **AGENCY'S** Board of Directors occupied by a homeless or formerly homeless person who can represent the views of the homeless population.
4. **AGENCY** agrees that 100% of the individuals assisted through the activities provided by this Agreement shall be homeless persons as verified by **AGENCY** in accordance with the definition of homeless published in the December 5, 2011 Federal Register, Vol. 76, No. 233, Pg. 76013 and effective January 4, 2012, and said verifications shall include:
 - a) Persons Coming from the Street: information obtained during the intake process, including names of other organizations or outreach workers who have assisted the client in the past, names and addresses of friends or relatives with whom the client has lived, whether the client receives general assistance checks and where the checks are delivered, and any other information regarding the client's activities in the recent past which might provide a means of verification. If unable to verify this type of living condition, **AGENCY** shall prepare a short written statement about the client's previous living place, have the client sign and date the statement and **AGENCY** shall sign and date the statement.
 - b) Persons Coming from Emergency Shelter or Referral Agency: written verification from the shelter staff with date(s) of stay and date of release, or written verification from referring agency as to where the client most recently resided.
 - c) Persons to be Released from Institutions: evidence regarding income and documentation of attempts to identify housing and/or a support network such as family, friends, religious and social groups.
5. **AGENCY** shall operate project in accordance with the provisions of this Agreement, regulations found in 24 CFR Part 576 of the Emergency Solutions Grants Program, Stewart B. McKinney Homeless Assistance Act, and all other applicable HUD regulations.
6. **AGENCY** shall participate in the local Continuum of Care.
7. **AGENCY** shall comply with the following 2-1-1/Tampa Bay Information Network (TBIN) requirements:

- a) **AGENCY** agrees to maintain accurate and up-to-date **AGENCY** and program data with 2-1-1 Tampa Bay Cares, Inc. (2-1-1). Additionally, **AGENCY** will provide 2-1-1 information on new or changed program(s) data and/or advise of program no longer in operation within thirty (30) calendar days of the date of program change or addition, either on-line or by contacting 2-1-1 by phone or e-mail. **AGENCY** will review and update this information as necessary, but at least once annually. Further, the **AGENCY** will respond to update inquiries by 2-1-1 staff before, during, or after a disaster has been declared.
 - b) **AGENCY** agrees to be an active participant (as applicable) in the TBIN system administered by 2-1-1. To be an active participant, **AGENCY** must have signed a TBIN Agreement, have staff attend training, ensure clients sign consent/release of information forms, by consistently entering client level data into the TBIN system, attend user and/or agency administrator meetings at least annually, and regularly monitor data quality entered into the TBIN system.
 - c) To remain in compliance with this AGREEMENT, the **AGENCY**:
 - 1) Agrees to sign and adhere to the TBIN Member Agency Agreement of Understanding.
 - 2) Will ensure that all clients sign a Client Consent form and/or Client Release form prior to entering client information into the TBIN system.
 - 3) Will require all staff to attend, at least, Level 1 (Basic) TBIN training. Agency Administrators and other necessary staff will be required to attend Level 3 (Report) TBIN training.
 - 4) Is responsible for entering data on clients served monthly and maintaining their current bed list on a daily basis in the TBIN system.
 - 5) Is responsible for the quality of the Universal (UDE) and Program Specific (PSDE) data elements on client level data entered into the TBIN system. Administrators will ensure that all missing and inappropriate data is corrected before the end of the reporting month of the discrepancy.
 - 6) Will run and submit the Annual Progress Report (APR) and/or any other report requested monthly, quarterly and/or annually.
 - d) Pursuant to Florida Statute, Chapter 39 Sec. 39.908, Domestic Violence Agencies are required to submit aggregate client data and are exempt from submitting individual client data.
8. Agency shall be responsible for compliance with all Federal, state, city and county laws, regulations, and ordinances at all times applicable to the implementation of this Agreement.
 9. The scope of the project shall not be altered without written approval of **COUNTY** through **DEPARTMENT**.

B. FUNDING

1. **COUNTY**, through **DEPARTMENT**, shall pay **AGENCY** a maximum of **\$60,000 (Sixty Thousand and NO/100 Dollars)** in ESG funding for eligible operating costs incurred by **AGENCY** for services performed under Section A. Project Description of this AGREEMENT.
2. **AGENCY** shall submit supporting documentation with each request for reimbursement of actual costs incurred by **AGENCY** in carrying out the Project as described in Section A above. All requests must be

approved by the **COUNTY**, through DEPARTMENT, prior to payment. A "Request for Reimbursement" form will be provided to **AGENCY** by the DEPARTMENT.

3. **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.
4. Should **AGENCY** fail to submit adequate supporting documentation with each request for payment as required by **COUNTY**, **COUNTY**, through DEPARTMENT, may disapprove the request.
5. Should **AGENCY** collect any third party payments for eligible services for which **COUNTY** has paid **AGENCY**, **AGENCY** shall reimburse **COUNTY** up to the total amount paid by **COUNTY**.
6. 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 OF AGREEMENT; EFFECTIVE DATE

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

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 **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 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 the **COUNTY** has notified **AGENCY** of such non-compliance.

4. **AGENCY** shall at any time during normal business hours and as often as the **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 **COUNTY** and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this **AGREEMENT**.

E. DEFAULT, TERMINATION AND CANCELLATION

1. **COUNTY** may suspend, withhold payments, or terminate this **AGREEMENT** and all payments to the **AGENCY** in whole or in part for cause upon seven (7) calendar days' notice in writing to **AGENCY**. Cause, which shall be determined by **COUNTY**, includes but is not limited to a) improper use of Project funds, b) failure to comply with the terms and conditions of the **AGREEMENT**, c) refusal to accept conditions imposed by HUD pertaining to activities covered by this **AGREEMENT**, d) submittal to **COUNTY** of documentation which is incorrect or incomplete in any material respect, or e) 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.
2. In the event of default, lack of compliance or failure to perform on the part of **AGENCY**, **COUNTY** reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to requesting additional information from **AGENCY** to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising **AGENCY** of deficiency and advising **AGENCY** that more serious sanctions may be taken if situation is not remedied; advise **AGENCY** to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise **AGENCY** to reimburse **COUNTY** for amount of costs incurred for any items determined ineligible.
3. In the event of a natural disaster, this **AGREEMENT** may be suspended or terminated and funds transferred to recovery activities as determined by **COUNTY**. Funds subject to this provision shall be those that are not contractually committed for construction, design or other such third party private vendors.
4. This **AGREEMENT** may be terminated in whole or in part for convenience by either party upon sixty (60) calendar days advance written notification to the other and with the written consent of the other. Termination for convenience shall not apply to provisions in this **AGREEMENT** that require compliance with laws, regulations or ordinances, records retention or to the provision of service to low and moderate income persons or other specified beneficiaries.

F. 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 the **AGENCY'S** failure or neglect in complying with any of the conditions and obligations of this AGREEMENT, or any tort liability arising out of actions of **AGENCY** or any of its agents or subcontractors.

G. INSURANCE

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

H. 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** shall keep DEPARTMENT Project Manager abreast of significant events during the Project process:

Department Project Manager: Flo Harding

Title: Planner

Address: 440 Court Street, 2nd Floor, Clearwater, Florida, 33756

Telephone: 727.464.8210

Fax: 727.464.8254

E-mail: fharding@pinellascounty.org

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

I. NONDISCRIMINATION AND EQUAL OPPORTUNITY

1. In carrying out this AGREEMENT, **AGENCY** or any contractor shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any employee or applicant for employment because of race, color, religion, sex, age, national origin, family status or handicap. Upon receipt of evidence of such discrimination, **COUNTY** shall have the right to terminate this AGREEMENT. **AGENCY** shall take necessary steps to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, national origin, family status or handicap. 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.
2. **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. **AGENCY**, upon execution of this AGREEMENT, shall agree that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, age, national origin, family status or handicap.
3. **AGENCY** agrees that no person shall be excluded from benefits of, or be subjected to, discrimination under any activity carried out by the performance of the AGREEMENT on the basis of race, color, religion, sex, age, national origin, family status or handicap. Upon receipt of evidence of such discrimination, **COUNTY** shall have the right to terminate this AGREEMENT.
4. When expending Grant Funds, **AGENCY** shall, within the eligible population, comply with the following requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial status and disability:
 - a) 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."
 - b) Equal Opportunity. Title VI of the Civil Rights Act of 1964 (U.S.C. 2000(d) 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.
 - c) Minority and Women's Business Enterprises. The requirements of Executive Orders 11625, 12432, and 12138 apply to grants under this part. Consistent with HUD's responsibilities under these Orders, **AGENCY** must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

- d) **Employment Opportunities.** The requirements of Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C. 1701(u) Employment Opportunities for Lower Income Persons in Connection with Assisted Projects). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than \$100,000) shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for shelter and housing and to business concerns which provide economic opportunities to low and very-low income persons.
- e) **Discrimination on the Basis of Age or Disability.** The prohibitions against discrimination based on age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146; the prohibitions against discrimination against disabled individuals (including persons with HIV/AIDS) under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Parts 8 and 9; and applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services) and Part 36 (Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities).
- f) **Fair Housing Requirements.** **AGENCY** shall comply with 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act, a regulation issued under the authority of the Secretary of Housing and Urban Development to administer and enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 – 3631). For purposes under the emergency shelter grants program, the term “dwelling units” as defined in 24 CFR 100.20 shall include sleeping accommodations (shelter).
- g) **Affirmative Outreach.** **AGENCY** must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or disability, know of the availability of the ESG program, including facilities and services accessible to persons with a disability, and maintain evidence of implementation of the procedures.

J. COMPLIANCE WITH LOCAL, STATE AND FEDERAL RULES, REGULATIONS AND LAWS

1. **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 24 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.

2. **AGENCY** shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Systems for Award Management (SAM), Federal Funding Accountability and Transparency Act (FFATA), and Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25—Award Term, Financial Assistance Use of Universal Identifier and Systems for Award Management, 75 Federal Register 55671 (September 14, 2010) (to be codified at 2 CFR part 25), and Appendix A to Part 170—Award Term, Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Federal Register 55663 (September 14, 2010) (to be codified at 2 CFR part 170).
3. **AGENCY** shall likewise comply with the Lead-Based Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A, B, H, J, K, M and R, as applicable.
4. **AGENCY**, if a faith-based organization, shall comply with the terms and conditions set forth in CFR 24, Part 5 General HUD Program Requirements; Waivers, Section 5.109, Equal Participation of Religious Organizations in HUD Programs, as well as 24 CFR 576.23 regarding faith-based organizations participating in Emergency Solutions Grant programs.
5. **AGENCY** shall likewise, unless federally exempt, comply with the terms and conditions set forth in CFR, Part 576 as amended Emergency Solutions Grant Program Requirements, Section 576.400 regarding the use of the Homeless Management Information System (HMIS).

K. OTHER REQUIREMENTS

1. **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.
2. Although no program income is anticipated as a result of this Project, any such income received by the **AGENCY** is to be returned to **COUNTY** within ten 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.

3. **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. Any purported assignment of rights or obligations in violation of the Article is void.
4. 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.
5. Any news release or other type of publicity pertaining to this Project must recognize Pinellas County and the funding source for this AGREEMENT as sponsors.
6. 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.
7. The laws of the State of Florida shall govern this AGREEMENT.

(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 Klay
Witness #1 Signature for County

By: *Mark S. Woodard*
Mark S. Woodard, County Administrator

Della Klay
Print or Type Name

Date: *8/31*, 2016

Jo Lugo
Witness #2 Signature for County

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

Jo Lugo
Print or Type Name

By: *Chelsea Hardy*
Chelsea Hardy
Assistant County Attorney

WITNESS:

AGENCY: Religious Community Services, Inc.

[Signature]
Witness #1 Signature for Agency

By: *Caitlin Higgins Joy*

Suzanne Ruley
Print or Type Name

Caitlin Higgins Joy / Pres + CEO
Name/Title

Toni Burnett
Witness #2 Signature for Agency

Date: *8/10*, 2016

Toni Burnett
Print or Type Name

The following insurance requirements are included in this Agreement:

The AGENCY shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. 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. Within ten (10) calendar days of executed Agreement, the AGENCY shall provide the COUNTY with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the COUNTY. Approval by the COUNTY of any Certificate 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 of Insurance is in compliance with the requirements of the Agreement. COUNTY reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

All policies providing liability coverage(s), other than Professional Liability and Worker's Compensation policies, obtained by the AGENCY to meet the requirements of the Agreement shall be endorsed to include Pinellas COUNTY, a political subdivision of the State of Florida as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the AGENCY to the COUNTY at least thirty (30) days prior to the expiration date.

AGENCY shall also notify COUNTY within twenty-four (24) 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 certified mail to: Pinellas COUNTY Risk Management Department, 400 South Fort Harrison Ave., Clearwater, Florida 33756; and nothing contained herein shall absolve AGENCY of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the COUNTY and charge the AGENCY for such purchase. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The COUNTY reserves the right, but not the duty, to review and request a copy of the AGENCY's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (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 the 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) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY or any such future coverage, or to COUNTY's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The COUNTY shall have the right, but not the obligation to determine that the AGENCY is only using employees named on such list to perform work for the COUNTY. Should employees not named be utilized by Contractor, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the AGENCY occurs, or alternatively find the AGENCY to be in default and take such other protective measures as necessary.

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas COUNTY from the Contractor.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

- (A) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits

General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

- (B) Property Insurance AGENCY will be responsible for all damage to its own property, equipment and/or materials.