

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD  
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT**

This COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT (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 **WestCare GulfCoast - Florida, Inc.** (AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 8800 – 49<sup>th</sup> Street North, Suite 402, Pinellas Park, Florida 33782-5353:

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

WHEREAS, the COUNTY'S 2021-2022 Community Development Annual Action Plan (Action Plan) includes Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) to provide housing, public services, community development and other assistance to eligible beneficiaries; and

WHEREAS, the 2021-2022 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 21-47, approved the 2021-2022 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 facility renovations, hereinafter referred to as the WestCare Turning Point Facility Rehabilitation Project; and

WHEREAS, the **WestCare Turning Point Facility Rehabilitation Project** was approved as a project in the Action Plan and is an eligible project that meets the criteria of a National Objective under the CDBG regulations at 24 C.F.R. Part 570.201(c) and 24 C.F.R. Part 570.208(a); and

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

WHEREAS, under the CDBG Grant and other applicable Federal law, it is required that the COUNTY and the AGENCY enter into a written subrecipient agreement, which must include proper assurances that the project will continue to benefit its targeted population for a specific period of time; and

WHEREAS, as a condition of receipt of the CDBG funds and for certain activities and services identified in this AGREEMENT, AGENCY agrees to certain land use restrictions; and

WHEREAS, Pinellas County Housing and Community Development Department (DEPARTMENT) administers the CDBG program on behalf of the COUNTY.

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

**1. PROJECT DESCRIPTION**

- a) AGENCY shall contract for facility rehabilitation to include the installation of a commercial grade emergency generator, renovation of bath/shower rooms, and replacement of windows at the AGENCY'S A Turning Point Emergency Shelter facility, for the benefit of approximately 950 low- and moderate-income homeless individuals with substance abuse issues; hereinafter referred to as the "PROJECT." COUNTY shall provide funds to AGENCY under this AGREEMENT for eligible costs associated with PROJECT.
- b) Property: The property (hereinafter the "PROPERTY") subject to this AGREEMENT is 1801 – 5<sup>th</sup> Avenue North, St. Petersburg, Florida 33713, which is further known as:

LEGAL DESCRIPTION: BEGINNING 50 FEET NORTH OF THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, RUN EAST 250 FEET FOR POINT OF BEGINNING; THENCE EAST 75 FEET, THENCE NORTH 242 FEET, THENCE WEST 75 FEET, THENCE SOUTH 242 FEET TO POINT OF BEGINNING; AND

BEGINNING AT A POINT 175 FEET EAST OF THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 13, TOWNSHIP 31 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE RUN NORTH 192 FEET FOR A POINT OF BEGINNING; THENCE EAST 75 FEET, THENCE NORTH 100 FEET, THENCE WEST 75 FEET, THENCE SOUTH 100 FEET TO THE POINT OF BEGINNING.

PARCEL NO#.: 13/31/16/00000/340/0600

- c) AGENCY hereby warrants that it is the only fee simple owner of the PROPERTY and is lawfully able to enter into this AGREEMENT and restrict the use of the PROPERTY as described herein.
- d) During the term and Restricted Period of this AGREEMENT, as further defined herein, AGENCY shall ensure that services provided on the PROPERTY benefit homeless individuals with substance abuse issues, at least 51% of which must be low- to moderate-income households whose income does not exceed 80% of Area Medium Income, as defined by HUD.
- e) AGENCY agrees that any equipment purchases to be reimbursed under this AGREEMENT shall be approved in advance by COUNTY, if expense is estimated to be \$500 or more. AGENCY agrees that it is AGENCY'S responsibility to notify COUNTY and provide two bids with notice of said items. Any said purchases made without prior COUNTY approval shall not be eligible for reimbursement.

## **2. MONITORING**

COUNTY shall have the right to monitor the AGENCY to ensure funding provided by this AGREEMENT is used for authorized purposes, and that performance goals are achieved by evaluating performance against goals and standards as stated above.

Depending on the COUNTY'S assessment of risk of performance by AGENCY, additional requirements may be imposed on the AGENCY, including training, technical assistance, desk-top and on-site reviews. Substandard performance as determined by the COUNTY will constitute noncompliance with this AGREEMENT.

## **3. TERM OF 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, 2022**, 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, 2021** and **September 30, 2022**.

Notwithstanding the termination of the AGREEMENT, the use restrictions referenced in Section 7. REVERSION OF ASSETS; LAND USE RESTRICTIONS, shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until the end of the Restricted Period referenced in Section 7. REVERSION OF ASSETS; LAND USE RESTRICTIONS.

## **4. FUNDING**

- a) COUNTY, through DEPARTMENT, shall reimburse AGENCY a maximum of **\$207,234.00 (Two Hundred Seven Thousand, Two Hundred Thirty-Four and NO/100 Dollars)** in CDBG 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.
- d) AGENCY shall carry out the PROJECT under this AGREEMENT in accordance with the following:
  - i. AGENCY shall obtain from at least two properly licensed and insured contractors written bids for any construction services solicited for rehabilitation improvements described in Project Description. Said bids shall be submitted to DEPARTMENT with a request for approval to accept the recommended bid as reasonable and acceptable.

- ii. AGENCY shall have a preconstruction conference, with a DEPARTMENT representative in attendance, with all prime contractors.
- iii. AGENCY shall ensure that the construction contractor has the appropriate license(s) to do the intended work and that necessary construction permit(s) are obtained.
- e) AGENCY acknowledges that the entire PROJECT is subject to Davis-Bacon and related Acts and agrees to take necessary actions to enforce, or assist in enforcing, applicable regulations, including obtaining DEPARTMENT Davis-Bacon Contract Administrator's approval prior to disbursing all the PROJECT'S construction payments to contractors.
- f) AGENCY shall submit supporting documentation with each request for reimbursement of actual costs incurred by AGENCY in carrying out the PROJECT as described in Project Description. All requests must be approved by COUNTY, through the DEPARTMENT, prior to payment. A "Request for Reimbursement" form will be provided to AGENCY by the DEPARTMENT.
- g) Upon receipt and acceptance of a complete reimbursement request, COUNTY shall pay AGENCY in accordance with 2 C.F.R. 200.305(b) (3) (Payment).
- h) Should AGENCY fail to submit adequate supporting documentation with each request for payment as required by COUNTY, the COUNTY may disapprove the request.
- i) It is understood that this AGREEMENT is funded in whole or in part with CDBG funds provided to COUNTY by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the COUNTY may prescribe.
- j) AGENCY agrees that in the event that any grant is reduced or withheld by HUD, COUNTY shall not be liable for payment of PROJECT expenses remaining unfunded by said reduced or withheld amount of the grant, with the exception of services or activities contracted by the AGENCY, prior to notification by HUD to COUNTY of grant reduction or grant funding withheld.
- k) 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.
- l) 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.
- m) 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(a) (1) (Federal Award Identification) requires that certain specific information about the Grant be included in this AGREEMENT. Such information, consistent with the accordant subsections under 2 C.F.R. Part 200.332(a) (1), follows:

(a)	Subgrantee's Name	WestCare Gulf Coast Florida, Inc.
(b)	Subgrantee's DUNS Number	038932823
(c)	Federal Award Identification Number (FAIN)	B-21-UC-12-0005
(d)	Federal Award Date	TBD Upon Receipt of Grant Agreement
(e)	Subaward Period of Performance Start and End Date	October 1, 2021 - September 30, 2022
(f)	Amount of Federal Funds Obligated by this Action ( <i>"by the pass-through entity to the subgrantee"</i> )	\$207,234.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee ( <i>"by the pass-through entity including the current obligation"</i> )	\$207,234.00
(h)	Total Amount of the Federal Award ( <i>"committed to the subgrantee by the pass-through entity."</i> )	\$207,234.00
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Funding for the installation of a commercial grade emergency generator, renovation of bath/shower rooms, and replacement of windows.
(j)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(k)	Pass-Through Entity, GRANTEE	Pinellas County
(l)	Contact Information for Awarding Official, GRANTEE	Brook Gajan, Compliance Manager 440 Court Street, 2 <sup>nd</sup> Floor Clearwater, Florida 33756 Phone: 727-464-8232
(m)	CFDA Number and Name	14.218 Community Development Block Grant/Entitlement Grants
(n)	Amount Made Available Under Each Federal Award	\$2,551,626.00
(o)	Identification of Whether the Award is R&D	Award not for R&D
(p)	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	N/A

**6. PROGRAM INCOME**

Although no program income, as defined by 24 C.F.R. Part 570.500(a), is anticipated as a result of this PROJECT, any such income received by AGENCY is to be returned to COUNTY within thirty (30) 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. REVERSION OF ASSETS; LAND USE RESTRICTIONS**

- a) Use Restrictions: The AGENCY covenants and agrees that the PROPERTY shall be used to provide services to homeless individuals with substance abuse issues. The AGENCY shall ensure that 51% of the beneficiaries of the services provided are low- to moderate-income households whose income does not exceed 80% of Area Median Income, as defined by HUD.
- b) Restricted Period: Notwithstanding the termination of the AGREEMENT, the land use restrictions referenced herein shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until **October 1, 2035** (hereinafter the "Restricted Period").
- c) Successors and Assigns: The covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure, to the AGENCY, its successors, assigns, and all subsequent owners of the PROPERTY or any interest therein, during the Restricted Period. The AGENCY shall expressly reference the conditions and covenants of this AGREEMENT on any deed or other instrument conveying ownership interest in the PROPERTY. Notwithstanding, however, if all or any part of the PROPERTY or an interest therein is sold or transferred, the COUNTY may, in its sole discretion, and in addition to all other remedies provided in law or equity, require AGENCY to reimburse to COUNTY CDBG funds used for the PROJECT. The amount to be reimbursed to COUNTY shall be in accordance with the Reversion of Assets Requirements adopted by the Housing and Community Development Department of the COUNTY which incorporates, and depending on funding amount, may exceed the minimum federal requirements outlined in 24 CFR 570.503(b)(7).
- d) Sale or Lease Notice Requirements: AGENCY covenants that no lease, sale or title transfer to any third party shall occur prior to giving the COUNTY a Ninety (90) day written notice.
- e) Recordation: This AGREEMENT shall be properly filed and recorded by the COUNTY in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use of the PROPERTY subject to and in accordance with the terms contained herein.

## **8. 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 statues, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the AGENCY to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT;
- 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.

## **9. 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) To require AGENCY to reimburse to COUNTY CDBG funds used for the PROJECT in accordance with the Reversion of Assets Requirements adopted by the DEPARTMENT of the COUNTY which incorporates, and depending on funding amount, may exceed the minimum federal requirements outlined in 24 CFR 570.503(b)(7).
- c) In accordance with 2 C.F.R. Part 200.338, if COUNTY determines in its sole discretion that non-compliance or non-performance of the terms of the Agreement cannot be remedied by the imposition of additional conditions, or if COUNTY determines that an opportunity to cure the default is unwarranted or will likely be ineffective, COUNTY may take one or more of the following actions upon seven (7) calendar days' notice in writing to AGENCY:
  - i. Temporarily withhold reimbursement requests pending correction of the identified deficiency;
  - ii. Disallow use of funds and any applicable matching credit for all, or a part of the cost of the activity or action not in compliance;
  - iii. Initiate suspension or debarment proceedings;
  - iv. Withhold further Federal awards for the project or program;
  - v. Wholly or partly suspend or terminate the AGREEMENT; or
  - vi. Take any other legal or equitable action available.

Per 2 C.F.R. Part 200.342, 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.

- d) 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.

## **10. TERMINATION**

Termination for cause. This AGREEMENT may be terminated by COUNTY for cause in accordance with Sections 8 and 9 herein.

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 CFR Part 200.340 and 2 CFR Part 200.341 for reporting termination of AGREEMENT to the OMB-designated integrity and performance system, System for Award Management (SAM) database.

Closeout. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.344 (Closeout) and 2 C.F.R. Part 200.345 (Post-closeout adjustments and continuing responsibilities).

Effects of Termination. Costs to the AGENCY resulting from obligations incurred by the AGENCY, or during a suspension after termination of the AGREEMENT are not allowable unless the COUNTY otherwise expressly authorizes AGENCY in the notice of suspension or termination. Costs to the AGENCY during suspension or after termination are allowable if resulting from obligations which were properly incurred before the effective date of suspension or termination, or if the costs would be allowable if the AGREEMENT was not suspended or expired normally at the end of the AGREEMENT in which the termination takes effect.

## **11. 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.

## **12. INSURANCE**

- a) AGENCY shall procure, pay for and maintain insurance coverage per **Attachment D**, Insurance Requirements.
- b) During the Restricted Period, AGENCY will carry coverage for all damage to the real property identified in Section 1 (Project Description), and will specifically list Pinellas County, a political subdivision of the State of Florida, as a loss payee on the policy (or policies).
- c) AGENCY shall furnish COUNTY, or its designee, with properly executed Certificate of Insurance which shall clearly evidence all insurance required in this section prior to commencement of PROJECT. The certificates will, at a minimum, list exclusions, limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.



### **13. 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:

Natasha Suarez, Project Manager  
Pinellas County Housing and  
Community Development  
440 Court Street, 2nd Floor  
Clearwater, Florida 33756  
Telephone: 727-464-8234  
Fax: 727-464-8254  
Email: nsuarez@pinellascounty.org

AGENCY REPRESENTATIVE:

Craig J. Knierim, Deputy Chief Operations Officer  
WestCare Gulf Coast Florida, Inc.  
8800 – 49<sup>th</sup> Street North #402  
Pinellas Park, Florida 33782-5353  
Telephone: 865-221-8150 x 51206  
Fax: 865-397-2850  
Email: craig.knierim@westcare.com

### **14. 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.

### **15. ASSIGNABILITY**

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.

AGENCY shall not pledge, mortgage this CDBG 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.

## **16. GOVERNING LAW**

AGENCY agrees to comply with the following Federal laws incorporated herein by reference as though set forth in full, which shall govern this AGREEMENT except as otherwise provided herein:

- a) Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.);
- b) Terms and conditions of the government grants under Title IX, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.);
- c) Title 24 of the Code of Federal regulations, 570 (HUD regulations concerning CDBG);
- d) The "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 C.F.R. Part 200; and
- e) Any and all laws, statutes, ordinances, rules, regulations or requirements of the Federal, State or local governments, and any agencies thereof, which relate to or in any manner affect the performance of this AGREEMENT.

Further, AGENCY agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing AGENCY's organization and governing the award provided under this AGREEMENT. Attachment F, Federal Program Requirements, provides a partial overview of federal requirements as they relate to the award. AGENCY further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available. This AGREEMENT incorporates all terms and conditions of the CDBG Grant and are hereby imposed upon AGENCY. Moreover, those rights reserved by HUD in the CDBG 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.

## **17. 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.

## **18. 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.

**19. 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.

**20. 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\*

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Print or Type Name

**ATTEST:**

\*Note: Two witnesses are required\*

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Print or Type Name

**PINELLAS COUNTY, FLORIDA**

a political subdivision, of the State of Florida

By: \_\_\_\_\_  
Barry A. Burton, County Administrator

Date: \_\_\_\_\_

**AGENCY: WestCare GulfCoast - Florida, Inc.**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

Date: \_\_\_\_\_

## **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 (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 (Methods of Procurement), 2 CFR 200.323(a) (Contract Cost and Price), 2 CFR 200.325 (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 (Travel 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 570.506, 2 CFR 200.302 (Financial Management) and 2 CFR 200.333 (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 one of the National Objectives of the CDBG program;
  - iii. Records required to determine the eligibility of activities;

- iv. Client data demonstrating client eligibility. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of benefit provided. AGENCY understands that protected personally identifiable information (PII) is private and, when not directly connected with the administration of this AGREEMENT, shall not be disclosed, unless written consent is obtained from such person receiving benefit and, in the case of a minor, that of a responsible parent/guardian;
  - v. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - vi. Records documenting compliance with the civil rights components of the CDBG program;
  - vii. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200.333;
  - viii. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to CDBG-funded construction projects; and
  - ix. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- b) Records and Retention [2 CFR 200.333]. All records pertaining to this AGREEMENT shall be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. Notwithstanding the above, if any litigation, claim, audit, negotiation or other action that involves any of the records cited and that has started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by state law.
- c) Access to Records [2 CFR 200.336]. 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 COUNTY and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.
- d) Audits and Inspection. If AGENCY expends more than \$750,000 or more in a fiscal year in Federal awards from all sources, AGENCY shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Part 200.501 – Audit Requirements. The Catalog of Federal Domestic Assistance (CFDA) number is 14.218. 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 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 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 24 CFR Part 570.500(a), is anticipated as a result of this PROJECT, any such income received by AGENCY is to be returned to COUNTY within thirty (30) calendar days of receipt of such funds. Such income may include income from service fees, sale of commodities, and rental or usage fees. Upon expiration, cancellation or termination of this AGREEMENT, AGENCY shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.
- c) Reports – During Effective Period. During the Effective Period of this AGREEMENT, AGENCY shall submit performance reports to DEPARTMENT, quarterly, which summarizes information on all clients/users of the PROJECT and/or information as necessary to quantify the results. Quarterly reports are due 30 days following the end of the first three quarters of the AGREEMENT: January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup>. The final fourth quarter report is due either with the final payment request in October 2022, or no later than seven business days after September 30<sup>th</sup> if final payment has already been requested.
- d) Reports – During Restricted Period. During the Restricted Period of this AGREEMENT, AGENCY shall submit performance reports to DEPARTMENT, annually, which summarizes information on all clients/users of the PROJECT and/or information as necessary to quantify the results. Annual reports are due 30 days following the end of each fiscal year, September 30<sup>th</sup>, throughout the Restricted Period.

#### **A5. ENVIRONMENTAL**

AGENCY shall not assume COUNTY'S environmental responsibilities described at Sec.570.604; and AGENCY shall not assume COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52. However, AGENCY agrees that it shall supply COUNTY with all available, relevant information necessary for the COUNTY to perform any required environmental review pursuant to HUD regulations at 24 CFR Part 58, as amended, for each property to be acquired, rehabilitated, converted, leased, repaired or constructed with the CDBG Award; it shall carry out mitigating measures required by the COUNTY or select alternate eligible property; and it shall not acquire, rehabilitate, convert, lease, repair or construct property,

or commit HUD or local funds to such program activities with respect to any such property, until it has received notice from the COUNTY that the environmental review is complete.

**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 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- d) Historic Preservation. The AGENCY agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.



**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, together with section 109 of the Act (24 CFR Part 570.602) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this AGREEMENT.
  - ii. **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 CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

- 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 of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

- 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 CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this 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 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

## **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](http://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 570.200, 24 CFR Part 570.503, as amended, and 24 CFR Part 570.607 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; and
- c) It will require that the language of paragraph (d) of this Section 5B (Lobbying) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**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.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

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 recipient or subrecipient 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 recipient or subrecipient 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 awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with

other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more types 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 and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations 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



Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR 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 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.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Retention of Records [2 CFR 200.333]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice.

Access to Records [2 CFR 200 § 200.336]: The County, Pass-through agency or Federal awarding agency must have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the Contractor in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.