

**EMERGENCY SOLUTIONS GRANT PROGRAM SUBAWARD  
SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT**

This EMERGENCY SOLUTIONS GRANT PROGRAM SUBAWARD SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENT (AGREEMENT) is made and entered into by and between **Pinellas County** (hereinafter **COUNTY**), a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756 and **Homeless Emergency Project, Inc., d/b/a Homeless Empowerment Program**, (hereinafter **AGENCY**), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office 1120 North Betty Lane, Clearwater, Florida 33755, which term includes all successors and assigns:

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** 2019-2020 Community Development Annual Action Plan (Action Plan) includes Emergency Solutions Grant funds from the U.S. Department of Housing and Urban Development (HUD) under Stewart B. McKinney Homeless Assistance Act of 1987, Title IV, Subtitle B, as amended; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), as amended, and the McKinney-Vento Homeless Assistance Act, as amended, for homeless and homelessness prevention activities, including the rehabilitation or conversion of buildings used as emergency shelter for the homeless; and

WHEREAS, the 2019-2020 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 19-48, approved the 2019-2020 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 has entered into a Funding Approval/Agreement; and

WHEREAS, the **AGENCY** has requested funding for facility renovations, hereinafter referred to as the Homeless Empowerment Program Emergency Shelter Rehabilitation Project; and

WHEREAS, the **AGENCY'S** request for funding was approved as a project in the Action Plan and is an eligible activity under the ESG Emergency Shelter Component regulations at 24 CFR Part 576.102; and

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

WHEREAS, under the ESG Grant and other applicable Federal law, it is required that the **COUNTY** and the **AGENCY** enter into a written subrecipient agreement, 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 ESG funds for emergency and for certain activities and services identified in this AGREEMENT, **AGENCY** agrees to certain land use restrictions; and

WHEREAS, Pinellas County Planning 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 renovations including the replacement of windows, interior and exterior doors, lighting, flooring, plumbing, smoke detectors, and A/C vents; the construction of new and the remodel of existing bathrooms; exterior improvements including painting, stucco and masonry work and the replacement of drainage gutters and awnings at the property as further described herein; for the benefit of the population described in Section 1(d) herein; hereinafter referred to as the "PROJECT." **COUNTY** shall provide funding for labor, materials, tools and other renovation costs to **AGENCY** for the PROJECT pursuant to the terms of this AGREEMENT.

b) **Property:** The property (hereinafter the "PROPERTY") subject to this AGREEMENT is 1200 North Betty Lane, Clearwater, Florida 33755, which is further known as:

**Legal Description: LOT 7, 8, AND 9, BLOCK C, FAIRBURN ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 18, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.**

**PARCEL No(s): 10/29/15/26550/003/0070**

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 Restricted Period of this AGREEMENT, as further defined herein, **AGENCY** shall ensure that the renovated facility be maintained as an emergency shelter for homeless individuals and families who meet the definition of "homeless", as defined by HUD in 24 CFR 576.2.

e) **AGENCY** shall maintain documentation that **AGENCY** meets the definition of an emergency shelter as defined at 24 CFR 576.2.

f) **AGENCY** shall maintain and follow written intake procedures to ensure that documentation of program participants' homeless status is maintained in accordance with 24 CFR 576.500.

g) **AGENCY** shall maintain documentation of compliance with the applicable requirements for providing services and assistance to program participants under the program components and eligible activities provision at 24 CFR 576.102, the provision on determining eligibility and amount and type of assistance at 576.401(a), and the provision on using appropriate assistance and services at 576.401(d).

- h) **AGENCY** shall use, and maintain documentation evidencing the use of, and written intake procedures for, the Pinellas County Continuum of Care Coordinated Entry System and ensure that all initial evaluations are conducted in accordance with Pinellas County Continuum of Care Coordinated Entry System requirements.
- i) **AGENCY** must utilize Pinellas Homeless Management Information System (PHMIS), entering data on all persons served through PROJECT and all activities assisted under this AGREEMENT, in accordance with HUD's standards on participation, data collection, and reporting requirements. **AGENCY** must provide PHMIS reports as required by **COUNTY**, that shows client-level data is being entered into PHMIS.
- j) **AGENCY** shall ensure maintain documentation evidencing the emergency shelter meets state or local safety and sanitation standards, as applicable.
- k) **AGENCY** shall document compliance with the minimum safety, sanitation, and privacy standards, according to 24 CFR 576.403(b), Minimum Standards for Emergency Shelters, including maintaining shelter inspection reports.
- l) **AGENCY** shall maintain documentation of written confidentiality procedures ensuring confidentiality, including:
  - (i) All records containing personally identifying information of any individual or family who applies for and/or receives **AGENCY** assistance are kept secure and confidential;
  - (ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under ESG; and
  - (iii) The address or location of any **AGENCY** program participant housing.
- m) **AGENCY** shall provide **COUNTY** with documentation of:
  - (i) **AGENCY'S** formal process for terminating assistance. Formal process shall:
    - (a) recognize the rights of individuals affected; and
    - (b) exercise judgement and examine all extenuating circumstances when determining violations that warrant termination of program participation to ensure that participation is terminated only in the most severe cases.
  - (ii) **AGENCY'S** policy, if applicable, that prohibits involuntary family separation and that the age of a child under age 18 is not used as a basis for denying a family's admission to an emergency shelter that uses ESG funds and provides shelter to families with children under age 18.
- n) **AGENCY** shall administer emergency shelter programs in a manner consistent with the Written Standards for Provisions of ESG Assistance outlined in Exhibit I of this AGREEMENT.
- o) **AGENCY**, to the maximum extent practicable, shall involve homeless individuals and families, through employment or as volunteers, in providing services assisted through this AGREEMENT.
- p) **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. The term of specific performance for this AGREEMENT (PROJECT completion and reimbursement) is effective on **January 1, 2020**, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **September 30, 2020**, or until **COUNTY'S** full and complete disbursement of funding to **AGENCY**, whichever comes first. **AGENCY** shall complete PROJECT, described in Section 1 ("Project Description"), within this term of performance.

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 pay **AGENCY** a maximum of **\$120,226.00 (One Hundred Twenty Thousand, Two Hundred Twenty-Six and NO/100 Dollars)** in ESG funding for eligible activities related to the PROJECT.
- b) If **AGENCY** receives notification from a third-party funding source of an offer for additional funding to complete the PROJECT, **AGENCY** shall notify **COUNTY** in writing within thirty (30) days of receiving notification and submit a cost allocation plan for approval by **COUNTY** within forty-five (45) days of said notification. Should **AGENCY** collect any third-party payments for eligible activities for which **COUNTY** has reimbursed **AGENCY**, **AGENCY** shall reimburse **COUNTY** up to the total amount reimbursed by **COUNTY**.
- c) **COUNTY** shall pay **AGENCY**, on a reimbursement basis only, for all allowable agreed upon expenses to complete the PROJECT. Reimbursement will be provided only for costs that can be documented as being directly related to the PROJECT.



- 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.
- e) **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.
- 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 CFR 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 ESG funds provided to **COUNTY** by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the **COUNTY** may prescribe.
- 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 CFR Part 200.331(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 CFR Part 200.331(a) (1), follows:

(a)	Subgrantee's Name	Homeless Emergency Project, Inc., d/b/a Homeless Empowerment Program
(b)	Subgrantee's DUNS Number	623937356
(c)	Federal Award Identification Number (FAIN)	E-18-UC-12-0005 E-19-UC-12-0005
(d)	Federal Award Date	October 3, 2018 October 23, 2019
(e)	Subaward Period of Performance Start and End Date	October 1, 2019-September 30, 2020
(f)	Amount of Federal Funds Obligated by this Action ("by the pass-through entity to the subgrantee")	\$120,226.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee ("by the pass-through entity including the current obligation")	\$120,226.00
(h)	Total Amount of the Federal Award ("committed to the subgrantee by the pass-through entity.")	\$120,226.00
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Provision of funds for interior and exterior renovations to Homeless Empowerment Program's Adult Emergency Shelter.
(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	14.231 Emergency Solutions Grant Program
(n)	Amount Made Available Under Each Federal Award	\$224,144.00 – FY18 \$206,284.00 – FY19
(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 2 CFR 200.80, 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 described above shall be maintained as an emergency shelter for homeless individuals and/or families during the Restricted Period.
- 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, 2023** (hereinafter the "Restricted Period").

**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 PROJECT 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.

- c) **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. Sale shall not affect the land use restrictions imposed herein, nor relieve the **AGENCY** or its successors of their joint and several liability or responsibilities to satisfy funding repayment if the property is used in a manner inconsistent with the terms herein.
- d) **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 statutes, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the **AGENCY** to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT;
- d) Submission by the **AGENCY** to **COUNTY** of reports that are incorrect or incomplete in any material respect; or

- e) Sale or alteration of the PROJECT 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** ESG funds used for the PROJECT;
- c) In accordance with 2 CFR 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 CFR Part 200.341, **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, 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 requirements per 2 CFR

Part 200.339 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 CFR Part 200.343 (Closeout) and 2 CFR Part 200.344 (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. HOLD HARMLESS

**AGENCY** shall indemnify, save and hold **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 activities performed under the administration and direction of said **AGENCY**. **AGENCY** will defend any actions or suits brought against **COUNTY** by reason of **AGENCY'S** failure or neglect in complying with any of the conditions and obligations of this AGREEMENT, or any tort liability arising out of actions of **AGENCY** or any of its agents or subcontractors. Nothing herein shall be deemed a waiver of **COUNTY'S** sovereign immunity or further limitation thereof beyond 768.28, Florida Statutes.

## 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 Planning Department  
440 Court Street, 2nd Floor  
Clearwater, Florida 33756  
Telephone: 727-464-8241  
Fax: 727-464-8254  
Email: nsuarez@pinellascounty.org

**AGENCY REPRESENTATIVE:**

Ashley Lowery, President and CEO  
Homeless Emergency Project, Inc.  
1120 North Betty Lane  
Clearwater, Florida 33755-3303  
Telephone: 727-442-9041  
Fax: 727-446-1516  
Email: ashley@hepempowers.org

### 14. MODIFICATIONS

- a) **COUNTY** and **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

- a) **AGENCY** shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT without the prior written approval of **COUNTY**. All requirements of this AGREEMENT shall be applicable to any subcontracts entered into under this AGREEMENT and it shall be **AGENCY'S** responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.

- b) **AGENCY** shall not pledge, mortgage this 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 applicable following Federal laws incorporated herein by reference as though set forth in full, which shall govern this AGREEMENT:

- a) Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42.U.S.C. 11371-11378);
- b) Terms and conditions of the government grants under Title IX, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.);
- c) Title 24 of the Code of Federal regulations, 576 (HUD regulations concerning ESG);
- d) 24 CFR part 5, subpart A, including nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and the housing counseling requirements at 24 CFR 5.111.
- e) The "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 C.F.R. Part 200; and
- f) Any and all laws, statutes, ordinances, rules, regulations or requirements of the Federal, State or local governments, and any agencies thereof, which relate to or in any manner affect the performance of this AGREEMENT.

Further, **AGENCY** agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing **AGENCY'S** organization and governing the Award provided under this AGREEMENT. **AGENCY** further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available. Moreover, those rights reserved by HUD in the 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** is 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**

If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT will not be affected thereby and all other parts of this AGREEMENT will nevertheless be in full force and effect.

**20. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire AGREEMENT between **COUNTY** and **AGENCY** for the use of funds received under this AGREEMENT and it supersedes all prior communications and proposals, whether electronic, oral, or written between **COUNTY** and **AGENCY** with respect to this AGREEMENT. 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.

**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.

\*Note: Two witnesses are required\*

ATTEST:

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

Della Klug  
Witness #1 Signature

By:   
Barry A. Burton, County Administrator

Della Klug  
Print or Type Name

Date: March 30, 2020

s/Jo Lugo  
Witness #2 Signature

Jo Lugo  
Print or Type Name


APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By:   
Chelsea D. Hardy, Assistant County Attorney

ATTEST:

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

  
Witness #1 Signature

By: 

Kathy Prossick  
Print or Type Name

E. Ashley Lowery | CEO  
Name/Title

  
Witness #2 Signature

Date: 3.20.2020

Satina Thomas  
Print or Type Name

## ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

### A1. FINANCIAL MANAGEMENT

- a) **Accounting Standards.** AGENCY agrees to comply with 2 C.F.R. 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 2 C.F.R. 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 C.F.R. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 C.F.R. 5.106:
  - i. Conflict of Interest Policy, in accordance with 2 C.F.R. 200.112 (Conflict of Interest), 2 C.F.R. 200.318(c) (General Procurement Standards)
  - ii. Cost Allowability Procedures for determining the allowability of costs in accordance with 2 C.F.R. 200.302(b) (7) (Financial Management) and 2 C.F.R. 200.403 (Factors Affecting Allowability of Costs)
  - iii. Cash Management/Payment Timing Procedures to implement the requirements of 2 C.F.R. 200.305 (Payment)
  - iv. Procurement/Purchasing Policy, in accordance with 2 C.F.R. 200.318(a) (General Procurement Standards), 2 C.F.R. 200.319(c) (d) (Competition), and 2 C.F.R. 200.320 (Methods of Procurement), 2 C.F.R. 200.323(a) (Contract Cost and Price), 2 C.F.R. 200.325 (Bonding Requirements)
  - v. Compensation, Fringe Benefits and Travel Costs, in accordance with 2 C.F.R. 200.430 (Compensation-Personal Services), 2 C.F.R. 200.431 (Compensation-Fringe Benefits), 2 C.F.R. 200.474 (Travel Costs)
  - vi. If applicable. Gender Identity Equal Access Operating Policy and Procedures, in accordance with 24 C.F.R. 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 C.F.R. Part 576.500, 2 C.F.R. 200.302 (Financial Management) and 2 C.F.R. 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 required to determine the eligibility of activities;

- iii. 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, including qualification as homeless, 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;
  - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
  - v. Records documenting compliance with the civil rights components of the ESG program;
  - vi. Financial records as required by 24 C.F.R. Part 576.500(u), and 2 C.F.R. Part 200.333;
  - vii. 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 ESG-funded construction projects; and
  - viii. Other records necessary to document compliance with 24 C.F.R. Part 576.
- b) **AGENCY** will ensure all records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential.
- c) **Access to Records and Retention.** **AGENCY** shall at any time during normal business hours, and as often as **COUNTY** and/or the Federal Government 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 the same for the purposes of making audit, examination, excerpts and transcriptions.

All records pertaining to this AGREEMENT shall be retained for a period of five 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 five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-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.

- 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 C.F.R. Part 200.501 – Audit Requirements. The Catalog of Federal Domestic Assistance (CFDA) number is 14.231. Audit report shall be submitted to DEPARTMENT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, unless **AGENCY** and the DEPARTMENT agree to a longer period in advance. **AGENCY** shall be responsible for the costs associated with this audit. **AGENCY** shall submit any additional documentation requested by **COUNTY** to substantiate compliance to this provision if necessary. In the event the **AGENCY** expends less than the threshold established by 2 C.F.R. 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 C.F.R. Part 200.511 (Audit Findings Follow Up) and 2 C.F.R. 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 C.F.R. Part 25 and 2 C.F.R. Part 170. **AGENCY** will also comply with the Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25-Award Term.
- b) **Program Income.** Although no program income, as defined by 2 CFR 200.80, is anticipated as a result of this Project, any such income received by **AGENCY** is to be returned to **COUNTY** within thirty (30) calendar days of receipt of such funds. Such income may include income from service fees, sale of commodities, and rental or usage fees. Upon expiration, cancellation or termination of this AGREEMENT, **AGENCY** shall transfer to **COUNTY** any grant funds on hand and any accounts receivable attributable to the use of those funds.
- c) **Periodic Reports.** At least quarterly, **AGENCY** shall submit an ESG CAPER Report generated from PHMIS to DEPARTMENT which summarizes information on all clients/users of the PROJECT and/or information necessary to quantify the results.

## 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 C.F.R. 5.105(a) 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. **Affirmative Outreach.** 24 C.F.R. 576.407 which requires AGENCY to make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis and/or establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. AGENCY must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, AGENCY must take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.
  - iv. **Drug Free Workplace.** AGENCY shall maintain a drug-free workplace statement, as required by The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 2 CFR part 2429.
  - v. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- vi. **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138, 2 C.F.R. 200.321, and 24 C.F.R. Part 85.36(e) 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.
  - vii. **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.)
  - viii. **Section 504 of the Rehabilitation Act of 1973, as Amended.** No otherwise qualified individual will, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)
  - ix. **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.
- 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 C.F.R. 5.105(a) (2) and 24 C.F.R. 5.106: equal access to accommodations, placement and services shall be provided in accordance with the individual's gender identity, and individuals will not be subjected to intrusive questioning or asked to provide evidence of the individual's gender.

## B3. CONFLICT OF INTEREST

No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, the AGENCY, or any designated public agency.

AGENCY agrees to abide by the provisions of 2 C.F.R. Part 200.317 and 200.318 and 24 C.F.R. Part 576.404, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.



#### B4. DEBARMENT AND SUSPENSION

- a) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.** AGENCY acknowledges that this Grant is subject to 31 C.F.R. 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 AGREEMENT 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 shall not engage in inherently religious activities as part of the program or services funded under AGREEMENT.

AGENCY shall not discriminate against program participants or prospective program participants on the basis of religion or religious beliefs.

AGENCY, if a faith-based organization, shall comply with the terms and conditions set forth in 24 C.F.R. Part 5 General HUD Program Requirements; Waivers, Section 5.109, Equal participation of Religious Organizations in HUD Programs, as well as 24 C.F.R. Part 576.406 and 24 C.F.R. Part 576.500 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 6B (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.

**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 five years from the date of submission of the final expenditure report or invoice, or the length of the State of Florida Public Records retention period, whichever is later.

**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.



**ATTACHMENT D**  
**INSURANCE REQUIREMENTS**

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.

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 **AGENCY**, 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:

The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.

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**.

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**.

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.

All policies shall be written on a primary, non-contributory basis.

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 **AGENCY**, 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.

Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas **COUNTY** from the **AGENCY**.

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

**(A) Workers' Compensation Insurance**

Limit Florida Statutory

Employers Liability Limits

Per Employee	\$500,000
Per Employee disease	\$500,000
Policy Limit Disease	\$500,000

**(B) 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	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

**(C) Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including cloud Computing mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use;

including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

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

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

**(C) Property Insurance** AGENCY is required to provide an evidence of contents coverage in an amount of \$120,226 or more for the duration of the agreement. Property coverage form is special form including wind perils. Evidence of coverage must name **PINELLAS COUNTY** as loss payee.

Attachment E



PINELLAS COUNTY PLANNING DEPARTMENT  
COMMUNITY DEVELOPMENT DIVISION  
440 COURT STREET, 2<sup>ND</sup> FLOOR, CLEARWATER, FL 33756  
ATTENTION: MARCELLA FAUCETTE

**AGREEMENT MODIFICATION REQUEST**  
*For budget allocation, or contract language changes.*  
**Submit three (3) originals.**

Authorized Official:		Date of Request:	
Agency Name:		Effective Date:	
Address:		Modification Number:	
Budget Change:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Contract Name/ Number:	

**A. REQUESTED MODIFICATION (reference appropriate agreement section) *why is this change needed and what will be impacted by this change?***

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

**B. BUDGET MODIFICATION: N/A**

**PROVIDER AGENCY:**

**PINELLAS COUNTY GOVERNMENT:**

Authorized By: \_\_\_\_\_

Verified By: \_\_\_\_\_

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

Carol R. Vincent, Director, Planning Department  
Name/Title

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

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

BCC Approval Required: Yes  No

BCC Approval Date: \_\_\_\_\_

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