

AGREEMENT

25-0425-RFP Management, Administration & Implementation of Community Development Block Grant -Disaster Recovery (CDBG-DR) Program

This Agreement (the "Agreement" or "Contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Horne LLP whose primary address is 661 Sunnybrook Road Suite 100, Ridgeland, MS 39157 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. Community Development Block Grant Disaster Recovery (CDBG-DR) Grant Agreement - (B-25-UU-12-0007) attached as Exhibit A
 - b. This Agreement
 - c. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - d. Solicitation Section 4, titled Special Conditions attached as Exhibit B.
 - e. Solicitation Section 5, titled Insurance Requirements, attached as Exhibit C.
 - f. Solicitation Section 6, Scope of Work, attached as Exhibit D.
 - g. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.
 - h. Contractor's response to Solicitation Section 9, titled Pricing Proposal, attached as Exhibit F.
 - i. Code of Federal Regulation (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Attached as Exhibit G.
 - j. Pinellas County Artificial Intelligence (AI) Policy, titled Pinellas County Artificial Intelligence Policy, attached as Exhibit H.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for thirty-six (36) months from the Effective Date ("Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for two (2) additional twelve (12) month terms, or such other renewal terms agreed to by the Parties.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed \$565,656,023.17 for the Contract Term without a written amendment to this Agreement.

2. The total not to exceed amount above includes vendor implementation time and material costs, vendor fixed-based "widget" costs, and pass-through grant recipient funds. The breakdown of these costs is below:
 1. Disaster Recovery Implementation Contract Costs: not to exceed \$25,596,550.80 for the Contract Term
 2. Housing Program Management Contract Costs: not to exceed \$61,184,472.37 for the Contract Term
 3. Rehabilitation and Reconstruction Pass Through Funds*: not to exceed \$478,875,000.00 for the Contract Term.
- *Contractor will not retain or markup any rehabilitation or reconstruction pass-through funds.
3. HORNE will invoice the county monthly for Disaster Recovery Implementation Costs and Housing Program Management Contract Costs. HORNE may invoice as frequently as weekly or bi-weekly for Rehabilitation and Reconstruction Pass Through Funds, but no less than monthly. See Exhibit F Pricing Proposal for payment milestones/invoice point.

D. Additional Terms and Conditions

1. All work must be initiated via a written task order approved by the Disaster Recovery Program Manager or designee. The Contractor cannot perform Services under this Agreement without an approved task order. The Contractor hereby agrees to waive any claim for compensation for any work performed without an approved task order. Each task order will contain a specific scope and budget, with a proposed timeline and deadline, which are based upon the overall tasks contained within the scope and budget set forth in this Agreement. All terms and conditions of the Agreement govern and apply to each task order.
2. **For the Rehabilitation/Reconstruction Program- under the supervision of the county,** Horne will act as the *Program and Construction Manager and directly manage a pool of general contractors that will be procured as subcontractors to HORNE. HORNE's role will* include overseeing their work and issuing payments to general contractors. The County will reimburse these payments through the Clerk and Comptroller.
 - a. County staff will review and approve all transactions via the Contractor-supplied programmatic system of record (Canopy).
 - b. The Clerk and Comptroller's Finance/AP team will monitor financial compliance using the system of record (Canopy).
 - c. Once HUD reimbursement requests are submitted via the DRGR portal, the Clerk & Comptroller will complete the pre-audit and process the reimbursement to Horne.
3. **For all other HUD CDBG-DR payments- under the supervision of the county,** Horne will handle citizen applications for the disaster relief reimbursement program and submit them to the County for approval via the system of record (Canopy). Once approved by the County, the Clerk & Comptroller, Finance/AP team will perform a pre-audit and issue payments directly to the grant applicants and recipients.
4. **Modification to Pinellas County Standard Terms & Conditions**

The following provisions of the Pinellas County Standard Terms and Conditions are amended as follows.
Except as expressly provided in this Section, the terms of the documents composing the Agreement remain in full force and effect.

Section 14. Termination Subsection A Contractor Default Provisions and Remedies of County is amended to read as follows:

A. CONTRACTOR Default Provisions and Remedies of COUNTY

1. Events of Default - Any of the following will constitute a "CONTRACTOR Event of Default" hereunder:

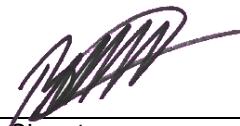
- i. CONTRACTOR fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
- ii. CONTRACTOR breaches the Confidential Information Section of this Agreement;
- iii. CONTRACTOR fails to gain acceptance of goods and/or services deliverable, for two (2) consecutive iterations; or
- iv. CONTRACTOR fails to perform or observe any of the other material provisions of this Agreement.
- v. This agreement may be terminated immediately by the County if the Contractor, its affiliates, or subcontractors are suspended, debarred, or otherwise listed on any federal (SAM.gov) or state exclusion list, with no penalty to the County.

E. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

Pinellas County, a political subdivision of the
State of Florida:



Signature

Brian Scott
Printed Name

Chair
Printed Title

September 18, 2025.
Date

APPROVED AS TO FORM
By: Keiah Townsend
Office of the County Attorney

Contractor:



Signature

Scott A. Keller
Printed Name

Partner
Printed Title

08/28/2025
Date



Exhibit A -

Community Development Block Grant Disaster Recovery (CDBG- DR) Grant Agreement - (B-25-UU- 12-0007)

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) GRANT AGREEMENT

This Community Development Block Grant Disaster Recovery Grant Agreement is between United States Department of Housing and Urban Development (the “Department” or “HUD”) and Pinellas County, Florida (“the Grantee”).

I. Recitals

The Disaster Relief Supplemental Appropriations Act, 2025 (Pub. L. 118-158, Division B) (“the Appropriations Act”) approved on December 21, 2024, appropriated funds to assist in long term recovery from disasters that occurred in 2023 and 2024.

HUD notified the public of allocations of funds appropriated by the Appropriations Act in a press release and in a Federal Register notice, *Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements Notice (UN AAN)* which was published at 90 FR 4759 on January 16, 2025 (the “Allocation Announcement Notice”). The Allocation Announcement Notice subjects the allocations to requirements in a Federal Register notice, *Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees: The Universal Notice* published at 90 FR 1754 on January 8, 2025, as amended (the “Universal Notice”).

On March 19, 2025, HUD published Memorandum 25-02 titled, “Revisions made to the Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees: The Universal Notice published in the Federal Register (90 FR 1754) and Clarifications to the Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements Notice Published in the Federal Register (90 FR 4759),” which included revisions to the Universal Notice to align requirements with the President’s executive orders.

On March 31, 2025, HUD published Memorandum 25-03 titled, “Revisions made to the Common Application, Waivers, Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees: The Universal Notice published in the Federal Register (90 FR 1754),” to revise two additional sections of the Universal Notice to align with 2 CFR 200.340 and one additional executive order.

Under the authority of the Appropriations Act, the Grantee and HUD therefore agree as follows:

II. General Federal Award Information

Grantee's Name: Pinellas County, FL

Tax ID Number: 59-6000800

Grantee's unique entity identifier [UEI]: R37RMC63XKG1

Unique Federal Award Identification Number (FAIN): B-25-UU-12-0007

Appropriation Account: 86X0162

Program Accounting Code: MAU

Federal Award Date: July 30, 2025

Period of Performance and Budget Period Start Date: July 30, 2025

Period of Performance and Budget Period End Date: July 30, 2031

Date Use of Funds May Begin: August 27, 2023

Amount of Federal Funds Obligated by this Action: \$813,783,000

Amount of Federal Funds Previously Obligated: 0

Dates of Prior Obligation (if applicable): N/A

Total Amount of the Federal Award: \$813,783,000

Federal awarding agency: Department of Housing and Urban Development

Contact information for HUD: Gerilee W. Bennett, Acting Director, Office of Disaster Recovery, Community Planning and Development, U.S. Department of Housing and Urban Development, 451 7th Street, S.W., Room 7282, Washington, DC 20410

Assistance Listing: 14.218 Community Development Block Grants/Entitlement program

Indirect Cost Rate for the Grant: See Attachment 1

Check One: Original Funding Approval **or** Amendment:

III. General Terms and Conditions

1. This agreement is a federal award (grant), which governs the funds awarded to the Grantee as identified in Section II. The grant is subject to all requirements in this agreement, including the requirement that the Grantee agrees to use the grant funds in accordance with this agreement, as may be amended from time to time. If the amendment box in Section II is checked, the amended agreement governs the grant prospectively from the date the amendment is signed by HUD.
2. The following requirements, as now in effect and as these requirements may be amended from time to time, are incorporated into this agreement: requirements of (1) the Appropriations Act; (2) title I of the Housing and Community Development Act of 1974 (HCDA or HCD Act) (42 USC 5301 et seq.); (3) regulations at 24 CFR part 570, as modified by waivers and alternative requirements published in the Allocation Announcement Notice and other applicable notices in the *Federal Register* or memorandums on HUD's website (Pub. L. 118-158, which applies certain terms and conditions of Pub. L. 117-43 to the funds, allows HUD to publish waivers and alternative requirements via notice on the HUD website); and (4) other requirements published in the Allocation Announcement Notice and other applicable notices in the *Federal Register* or memorandums on HUD's website.
3. The period of performance/budget period for this grant is specified in section II. The Grantee shall not incur any obligations to be paid from funds made available by this award after the last day of the period of performance. Pre-award costs and pre-agreement costs are allowable to the extent permitted by the Allocation Announcement Notice and other applicable waivers, alternative requirements, or other requirements published in the *Federal Register* or on HUD's website.
4. The Grantee must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time, to the extent that part 200 is incorporated into and made applicable by 24 CFR part 570, or applicable waivers, alternative requirements, or other requirements that govern this grant and are published in the *Federal Register* or on HUD's website. Recent amendments to 2 CFR part 200 were effective on August 13, 2020, November 12, 2020, February 22, 2021, and October 1, 2024. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in applicable *Federal Register* notices, in applicable requirements published on HUD's website, in this agreement (as may be amended), or in program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. The Grantee must comply with other requirements established by the Office of Management and Budget (OMB), as amended, regarding the System for Award Management (SAM.gov) and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25 and 2 CFR part 170.
5. A metropolitan city, urban county, unit of general local government, or insular area that directly or indirectly receives funds obligated by this agreement may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in

exchange for any other funds, credits, or non-Federal considerations, but must use such funds for eligible activities.

6. In accordance with section III.B.18 of the Universal Notice, and subject to applicable grant requirements, the Grantee may use CDBG-DR funds that the Grantee was awarded under prior appropriations and funds governed by this grant agreement interchangeably and without limitation for eligible activities authorized by Title I of the HCDA, as modified by applicable waivers and alternative requirements, if those activities are related to unmet recovery needs in the MID areas resulting from a major disaster in the Appropriations Act or in a prior or future appropriations act, when the MID areas for both CDBG-DR grants overlap and when the use of the funds will address unmet recovery needs of major disasters in the Appropriations Act or in any prior or future appropriations acts. For purposes of this requirement, if HUD did not identify MID areas for the major disaster in the *Federal Register* notices or other memorandums published on HUD's website governing the CDBG-DR funds, the MID areas are those areas designated by the President in the major disaster declaration.
7. HUD may establish and adjust specific conditions for this grant as provided for in section III.F.2.b. of the Universal Notice and 2 CFR 200.206 and 200.208. HUD shall provide the Grantee with the notice required by 2 CFR 200.208(d) prior to imposing specific conditions and shall promptly remove specific conditions once the conditions that prompted them have been satisfied, as required by 2 CFR 200.208(e).
8. Activities undertaken with funds governed by this agreement shall be governed by the specific conditions in section IV of this agreement until the specific conditions are modified or removed in writing by HUD, including as required by 2 CFR 200.208(e). If the "Amendment" box in section II is checked, the following requirement applies: as of the date HUD signs the amendment, specific conditions in section IV of the amendment shall supersede all specific conditions previously imposed. Activities undertaken after HUD signs the amendment shall be governed by the specific conditions in this amendment until modified or removed by HUD in writing.
9. The Grantee must use the grant funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices), as may be amended from time to time. The Grantee's indirect cost rate information is as provided in Attachment 1 to this agreement. The Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate, so that HUD can amend this agreement to reflect the change if necessary.
10. The Computer Matching Agreement between United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), HUD and the Grantee for the purpose of sharing FEMA data pertaining to major disasters assisted by this grant, including computer matching agreements signed or modified after this agreement is signed, are and shall be wholly incorporated into and made a part of this agreement. Grant requirements enforceable under the terms of 24 CFR part 570, subpart O or I include the Grantee's duties and responsibilities under such Computer Matching Agreements.

11. Waste, Fraud, Abuse, and Whistleblower Protections. In accordance with 2 CFR 200.113, grantees and subrecipients of CDBG-DR must promptly inform in writing the OIG and HUD when it has credible evidence of violations of Federal criminal law involving fraud, bribery, or gratuities or a violation of the civil False Claims Act that could potentially affect the Federal award at <https://www.hudoig.gov/> hotline/report-fraud (a subrecipient of CDBG-DR must also inform the CDBG-DR grantee that awarded it funding). All other instances of fraud, waste, and abuse should be referred to the HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov). You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: (1) Gross mismanagement of a Federal contract or grant; (2) Waste of Federal funds; (3) Abuse of authority relating to a Federal contract or grant; (4) Substantial and specific danger to public health and safety; or (5) Violations of law, rule, or regulation related to a Federal contract or grant.
12. The Grantee may use up to five percent of its allocation under the Appropriations Act for program administrative costs related to the use of funds for this grant and program administrative costs of other CDBG-DR, CDBG-Mitigation (MIT), and CDBG- National Disaster Resilience (NDR) grants without regard to a particular disaster. The Grantee must track and document payments of program administrative costs so that HUD may distinguish which program administrative costs are charged to this Federal award (grant) and which program administrative costs were paid for by grant funds obligated under prior or future CDBG-DR, CDBG-MIT, and CDBG-NDR grants. The Grantee must comply with requirements published in the *Federal Register* or on HUD's website for the use of funds for administrative costs across multiple grants, including the requirements in paragraph III.B.3.a of the Universal Notice, as may be modified from time to time, which requires (as of the date of this agreement) that if the Grantee “chooses to exercise this authority, the grantee must (i) have appropriate financial controls to comply with the requirement that the amount of grant administration expenditures for each CDBG-DR or CDBG-MIT grant will not exceed five percent of the total grant award for each grant (plus five percent of program income generated by the grant); (ii) review and modify its financial management policies and procedures regarding the tracking and accounting of administration costs, as necessary; and (iii) address the adoption of this treatment of administrative costs in the applicable portions of its Financial Management and Grant Compliance submissions as referenced in section II.A” of the Universal Notice.
13. The Grantee:
 - a. shall not use grant funds to promote “gender ideology,” as defined in E.O. 14168, Defending Women from Gender Ideology Extremism and Restoring Biological

Truth to the Federal Government;

- b. agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- c. certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964; and
- d. shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

14. Notwithstanding anything in the Allocation Announcement Notice, this grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or Allocation Announcement Notice requirements implementing Executive Orders that have been revoked.

15. The Grantee must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Center for Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.

16. If applicable, no state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation.

17. Unless excepted by PRWORA, the Grantee must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

18. Faith-based organizations may be subrecipients of funds under this agreement on the same basis as any other organization. The Grantee may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

IV. Specific Conditions

The following specific conditions correspond to the degree of risk assessed by HUD. These specific conditions may be adjusted post-award in accordance with section III.7 of this agreement when merited by a re-evaluation of risk factors identified in 2 CFR 200.206 and 200.208. The specific conditions will be removed once the conditions that prompted them have been satisfied.

None

THE UNDERSIGNED, as authorized officials on behalf of the Grantee and the Secretary, hereby enter this **COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) GRANT AGREEMENT**, which shall be effective as of the date it is signed by the Secretary.

Pinellas County

GRANTEE

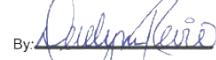


BY:

(Signature)



ATTEST: KEN BURKE, CLERK

By: 

APPROVED AS TO FORM
By: *Derrick McAtee*
Office of the County Attorney

Brian Scott

(Name)

Chair, Board of County Commissioners

(Title)

July 21, 2025.

(Date)

HOUSING AND URBAN DEVELOPMENT

BY:

(Signature)

Gerilee W. Bennett

(Name)

Acting Director, Office of Disaster Recovery

(Title)

7/30/2025

(Date)

Attachment 1

Grantee Indirect Cost Rate(s)

As the duly authorized representative of the Grantee, I certify that the Grantee:

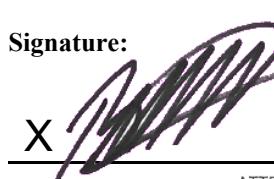
- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
Housing & Community Development Dept -	18.96 %	Salaries & Benefits
Community Development Division	%	
	%	

Name of Authorized Official:

Brian Scott

Signature:



SEAL

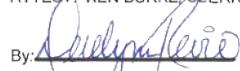
Date (mm/dd/yyyy):

7 / 21 2025

Title:

Chair, Board of County Commissioners

ATTEST: KEN BURKE CLERK



By: Daryl K. Reivie

APPROVED AS TO FORM
By: Derrill McTeer
Office of the County Attorney

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; and Appendix VII to Part 200 (for state and local governments).

Exhibit B - Solicitation Section 4 - Special Conditions

4. Special Terms & Conditions

4.1. INTENT

Pinellas County intends to establish an Agreement for 25-0425-RFP Management, Administration & Implementation of Community Development Block Grant -Disaster Recovery (CDBG-DR) Program to be ordered, as and when required.

4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize the respondent to take exceptions to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (*if the Agreement includes software, online, or digital content services*)

Any terms required by law

4.3. PRICING/PERIOD OF CONTRACT

Unit prices submitted for listed items will be held firm for the duration of the Agreement. The duration of the Agreement will be for a period of thirty-six (36) months from the date of the Agreement award and any extension thereof.

4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and the successful respondent, for two (2) additional twelve (12) month period(s) beyond the primary contract period or earlier if the original contract is completed early. The extension shall be exercised only if all prices, terms, and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

4.5. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require the Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

4.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

4.7. ASBESTOS MATERIALS

The Contractor must perform all Work in compliance with Federal, State, and local laws, statutes, rules, regulations, and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State, and local laws, statutes, rules, regulations, and ordinances. The County is responsible for filing all DEP notifications and furnishing a copy of the DEP notification and approval for demolition to the

successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

4.8. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

- A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made, as may be deemed necessary or in the best interests of the County. In such a case, the Contractor(s) will be required to provide services under this agreement in accordance with the terms, conditions, and specifications.

4.9. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

- A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at the time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

4.10. QUANTITIES

Any quantities stated are an estimate only, and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

4.11. PERFORMANCE SECURITY

Performance Metrics – The Contractor shall be evaluated on:

- A. Meeting all established timelines and deadlines for deliverables and project milestones.
- B. Providing accurate, complete, and high-quality work products that comply with applicable federal, state, and local requirements.
- C. Maintaining compliance with all CDBG-DR program rules, including HUD regulations, procurement standards, and cross-cutting requirements.
- D. Responding to County inquiries and requests for information in a timely manner.
- E. Demonstrating effective communication and coordination with County staff, partners, and the public to support stakeholder satisfaction.”

Exhibit C - Solicitation Section 5 - Insurance Requirements

5. Insurance Requirements

5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. 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 VIII or better.

5.2. INSURANCE (Requirements)

- A. Submittals should include the Vendor's current Certificate(s) of Insurance. Suppose Vendor does not currently meet insurance requirements. In that case, Vendor shall also include verification from their broker or agent that any required insurance not provided at the time of submittal will be in place prior to the award of the contract. Upon selection of the Vendor for award, the selected Vendor shall email a certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision, shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers' Compensation shall be provided if Workers' Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) 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(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
 - 1. Vendor 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 Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
 - 1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
 - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;

- b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
- c. Provide that the County will be an additional indemnified party of the subcontract;
- d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers' compensation and professional liability;
- e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
- f. Assign all warranties directly to the County; and
- g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

F. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles, which are all at the sole responsibility and risk of the Vendor.
- 3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Constitutional offices of the County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits

- 1. Employers' Liability Limits Florida Statutory
 - a. Per Employee \$ 500,000
 - b. Per Employee Disease \$ 500,000
 - c. Policy Limit Disease \$ 500,000

If the Vendor is not required by Florida law to carry Workers' Compensation Insurance in order to perform the requirements of this Agreement, a County Waiver Form for workers' compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but is not limited to, Independent Vendor, Contractual Liability, Premises/Operations, Products/Completed Operations, and Personal Injury.

A. Limits

1. Combined Single Limit Per Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000

5.5. CYBER RISK LIABILITY (NETWORK SECURITY/PRIVACY LIABILITY) INSURANCE

To include cloud computing and 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:

A. Limits

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

B. 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.

5.6. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE

Minimum limits are as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project, with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than the commencement date of this contract.

A. Limits

1. Each Occurrence or Claim \$ 5,000,000
2. General Aggregate \$ 5,000,000

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

5.7. CRIME/FIDELITY/FINANCIAL INSTITUTION INSURANCE

Coverage shall include the Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

A. Limits

1. Each Occurrence or Claim \$ 1,000,000
2. General Aggregate \$ 1,000,000

5.8. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment, and/or materials.

Exhibit D – Solicitation Section 6 – Scope of Work

6. Scope of Work / Specifications

6.1. Summary

The Contractor will provide Disaster Recovery Program Management services and Housing Program Management services for the County for its Community Development Block Grant – Disaster Recovery (CDBG-DR) programs. Pinellas County has received \$813,783,000 in overall CDBG-DR funding. Pinellas County reserves the right to select multiple contractors to provide any or all of these services.

6.2. Definitions

Action Plan	Describes Pinellas County's disaster recovery, unmet long-term recovery needs, the programs that will address those unmet needs, and the method of distribution of funds across those programs.
ADA	Americans with Disabilities Act. The act prohibits discrimination against individuals with disabilities in several areas, including employment, transportation, public accommodations, communications, and access to state and local government. Programs and services.
AMI	Annual Median Income. The median family income for the metropolitan statistical area (MSA).
Approved Alternate	Solicitation documents may make reference to specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturers (s) or product(s).
Approved Application	Means an application that has been reviewed by both Parties, with final approval given by the Disaster Recovery Program Manager or Designee.
BABA	Build America, Buy America Act
CDBG-DR	Community Development Block Grant – Disaster Recovery. Grant fund issued by HUD for the purpose of recovery, repair, and rebuilding in the affected disaster area. The grant is intended to serve qualified low-income areas and include vulnerable and special needs populations.
Contractor Supplied Programmatic System of Record - Canopy	Means the system of record provided by the Contractor that maintains all records for the implementation of the grant and processing of applications under this Contract.
County System of Records	Means the system of record internal to the County, which maintains all financial and administrative records.
DRGR	Disaster Recovery Grant Reporting System. HUD system is used to access grant funds and report performance accomplishments for grant-funded activities.

Extremely Low Income	Very low-income families whose incomes do not exceed the higher of 1) the poverty guidelines updated periodically by the Department of Health and Human Services or 2) 30% of the median family income for the area, as determined by HUD, adjusted for family size.
FEMA	Federal Emergency Management Agency
HUD	Refers to the United States Department of Housing and Urban Development.
IA	Individual Assistance. FEMA Individual Assistance for homeowners in Pinellas County
LOW	Low-income families whose incomes do not exceed 80% of the median family income for the area, as determined by HUD, adjusted for family size.
KPI	A Key Performance Indicator (KPI) is a quantifiable metric used to evaluate an organization's progress towards specific strategic goals and objectives. KPIs provide a measurable way to track performance and make informed decisions.
Liquidated Damages	Damages paid usually in the form of monetary payment, agreed by the parties to a contract, which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
LMI	Low- to Moderate-Income. Households whose total annual gross income does not exceed 80% of AMI, adjusted for family size.
LMS	Refers to Pinellas County Local Mitigation Strategy
MID	Most Impacted and Distressed Areas
Moderate Income	Moderate-income families' incomes range from 81% and do not exceed 120% of the median family income for the area, as determined by HUD, adjusted for family size.
MSA	Metropolitan Statistical Area
NOFA	Notice Of Funding Availability. A notice which is issued and describes the type of funding available on a competitive basis and provides details as to how an application may be submitted.
PII	Personal Identifiable Information. Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.

PMO	The Project Management Office is a centralized unit within an organization that provides guidance, support, and oversight for project management processes. Its main goal is to standardize and improve how projects are managed, ultimately leading to better project outcomes and alignment with organizational goals.
Program	The plan or schedule of activities which the Contractor is hired to perform as identified in the Scope of Services and Action Plan, as may be amended.
Project	Specific activities to fulfill the goals of the programs identified in the Scope of Services and Action Plan, as may be amended.
RARAP	Residential Anti-displacement and Relocation Assistance Plan.
SBA	Small Business Administration. A program that starts, builds, and grows businesses through a network of offices and partnerships.
SOP	Standard Operating Procedures
SOR	System Of Record. An information storage and retrieval system(s) that stores valuable data on an organizational system or process.
SOW	Scope Of Work. A document prepared by the Contractor/Subcontractor provided to the County/applicant regarding actions needed to repair or replace damages to
UNA	Unmet Needs Assessment is used to describe the effects of the qualifying disasters and the greatest remaining recovery needs that have not been addressed by other sources of funds, including insurance proceeds and other Federal assistance or any other funding source.
URA	Uniform Relocation Assistance and Real Property Acquisition Act of 1970
Very Low	Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD, adjusted for family size.

6.3. Scope of Services

1. General Statement

Pinellas County requires services for providing Disaster Recovery Program Management and Housing Program Management services for activities related to the CDBG-DR allocations provided to Pinellas County.

2. Background

Pinellas County experienced significant devastation from Hurricanes Idalia, Helene, and Milton in 2024, resulting in substantial damage to infrastructure, housing, and local economic stability. The cumulative

impact of these disasters highlighted the urgent need for long-term recovery planning and effective resource allocation.

In response to these catastrophic events, Pinellas County has been awarded federal funds through the Community Development Block Grant – Disaster Recovery (CDBG-DR) which are designated specifically to address critical unmet needs that have not been fully covered by other federal assistance programs such as FEMA. Additionally, these funds aim to supplement existing recovery efforts, ensuring that resources do not duplicate or supplant other federal support.

3. Objectives

The purpose of this agreement is for Pinellas County Government (County) to acquire professional management, oversight, program implementation, and rehab/reconstruction services specifically related to the administration of \$813,783,000 Community Development Block Grant - Disaster Recovery (CDBG-DR) allocation from the U.S. Department of Housing and Urban Development (HUD). Pinellas County seeks proposals from qualified firms or consultants with demonstrated expertise and proven capacity in managing and executing large-scale, federally funded disaster recovery initiatives, with an emphasis on long-term recovery, unmet needs, and mitigation projects.

4. Scope Of Work

The Contractor will provide the County with support its long-term recovery under the Community Development Block Grant – Disaster Recovery (CDBG-DR) program. for both of the following service areas:

A. Disaster Recovery Program Management

B. Housing Program Management

A. Disaster Recovery Program Management

The Contractor will be responsible for providing comprehensive Program and Project Management in support of the administration of Pinellas County's CDBG-DR Action Plan. Key responsibilities include:

- a. Grant administration and financial management
- b. Staff augmentation
- c. Regulatory compliance and monitoring
- d. Program design, implementation, and performance tracking
- e. Call Center and Customer Service Center Set up and Management
- f. Community engagement, outreach coordination, and reporting
- g. Funds Distribution

- h. Prepare and submit complete, accurate, and timely program data, documentation, and performance metrics to Pinellas County for DRGR entry and reporting; the County maintains sole access and responsibility for all DRGR system inputs.
- i. Ensuring adherence to all federal regulations, including 2 CFR Part 200, HUD's Universal Notice, and URA requirements
 - i. Provide support in the development of amendments to the CDBG-DR Action Plan, Policy and Procedures, and Programs

The firm must have demonstrated experience with HUD CDBG-DR programs, FEMA coordination, and federal grant lifecycle management in support of local government recovery programs.

B. Housing Program Management Scope

The Contractor will be responsible for the delivery of **Housing Program Management** for housing recovery programs, including but not limited to:

- a. Grant administration and financial management
- b. Staff augmentation
- c. Regulatory compliance and monitoring
- d. Program design, implementation, and performance tracking
- e. Call Center and Customer Service Center Set up and Management
- f. Community engagement, outreach coordination, and reporting
- g. Funds Distribution
- h. Ensuring adherence to all federal regulations, including 2 CFR Part 200, HUD's Universal Notice, and URA requirements
- i. Construction Management
 - i. Homeowner Rehabilitation and Reconstruction for an estimated 1100 units
 - ii. Homeowner Reimbursement Program Administration for an estimated 350 households
 - iii. Small Rental Rehabilitation (Local Landlord Program) for an estimated 177 units
- j. Subcontractor Management
 - i. Homeowner Rehabilitation and Reconstruction for an estimated 1100 units
 - ii. Homeowner Reimbursement Program Administration for an estimated 350 households
 - iii. Small Rental Rehabilitation (Local Landlord Program) for an estimated 177 units

The contractor will be responsible for managing unit delivery using the attached Exhibit F – Pricing Proposal, adhering to pass-through cost restrictions, and ensuring 100% completion of projects prior to invoicing.

Both options A and B support the County's overarching “**People First**” initiative and commitment to sustainable disaster recovery. All work must be completed within the six-year CDBG-DR grant term and in full compliance with applicable local, state, and federal regulations.

Eligible Cost Category	CDBG-DR Allocation Amount	% of CDBG-DR Allocation	Estimated % to CDBG-DR Mitigation Set-aside	Estimated % to HUD identified MID Areas	Estimated % to LMI
Administration	\$ 20,689,150	3%			
Planning	\$ 24,000,000	3%	0%		
Housing	\$ 598,653,065	85%	0%	100%	78%
Infrastructure (CDBG-DR Mitigation Set-aside)	\$ 106,146,000	0%	100%	100%	50%
Economic Revitalization	\$ 32,147,393	5%	0%	100%	80%
Public Services	\$ 32,147,392	5%	0%	100%	100%
TOTAL	\$ 813,783,000	100%	15%	100%	75%

Action Plan Proposed Distribution of Funds

OVERVIEW OF INITIATIVES

People First Housing Recovery Initiative

Eligible Cost Category	CDBG-DR Allocation Amount	% of CDBG-DR Allocation for LMI Benefit
Homeowner Rehabilitation/Reconstruction Program	\$490,000,000	80%
Strategic Relocation and Revitalization Program	\$10,000,000	100%
Homeowner Reimbursement Program	\$20,787,758	30%
Small Rental Rehabilitation/Reconstruction Program (Local Landlord Program)	\$57,865,307	100%
Homebuyer Assistance Program	\$20,000,000	30%
Housing Programs Total	\$ 598,653,065	

Action Plan Proposed Distribution of Funds for Housing Programs

a. Homeowner Rehabilitation/Reconstruction Program

The **Homeowner Rehabilitation/Reconstruction Program** will offer assistance to owner-occupants through repair, reconstruction, and, where necessary, relocation support to ensure households can return to safe and habitable homes.

b. Homeowner Reimbursement Program

The **Homeowner Reimbursement Program** will allow eligible homeowners who have already completed repairs using personal resources to recover eligible expenses

c. Strategic Relocation and Revitalization Program

The **Strategic Relocation and Revitalization Program** will be designed for households residing in high-risk areas or in structures not suitable for rehabilitation, to voluntarily relocate to safer, more resilient housing outside the 100-year floodplain.

d. Small Rental Rehabilitation/Reconstruction Program (Local Landlord Program)

The **Small Rental Rehabilitation/Reconstruction Program (Local Landlord Program)** will address the critical shortage of affordable rental units and will focus on restoring and preserving small-scale rental housing, including manufactured homes and single-family units.

e. Homebuyer Assistance Program

The **Homebuyer Assistance Program** will provide help to low- to middle-income first-time homebuyers and allow current renters to transition to homeownership, expanding housing stability and affordability in the long term.

Public Services

a. Disaster Relief Payment Program

This **Disaster Relief Payment Program** is a public service initiative designed to provide financial reimbursement to eligible low- and moderate-income (LMI) households for documented out-of-pocket essential living expenses incurred during the disaster recovery period.

Economic and Community Revitalization Program Implementation

Eligible Cost Category	CDBG-DR Allocation Amount	% of CDBG-DR Allocation for LMI Benefit
People First Small Business and Community Recovery Program	\$ 22,147,393	75%
Non-Profit Community Recovery Program	\$ 10,000,000	90%

Action Plan Proposed Distribution of Funds for Economic and Community Revitalization Programs

b. People First Small Business and Community Recovery Program

The People First Small Business and Community Recovery Program will provide targeted investment and prioritize disaster-impacted businesses that serve or employ low- and moderate-income (LMI) residents, operate in the hardest-hit areas, and demonstrate a need for capital to rebuild or retain jobs. These funds are designed to stimulate local economic revitalization, promote commercial corridor stabilization, and complement housing recovery efforts by ensuring that neighborhood-serving businesses can remain open and operational.

c. Non-Profit Community Recovery Program

The People First Non-Profit Community Recovery Program will provide targeted financial assistance to community-based nonprofits that serve low- and moderate-income areas or predominantly low- and moderate-income populations through grants and forgivable loans.

Local Mitigation

Consultant will oversee mitigation planning and infrastructure investments.

Eligible Cost Category	CDBG-DR Allocation	% of CDBG-DR Allocation
	Amount	
Local Mitigation Planning	\$ 24,000,000	3%

Action Plan Proposed Distribution of Funds for Local Mitigation Planning

a. Local Mitigation Planning Program

The **Local Mitigation Planning Program** will address unmet mitigation needs by supporting the identification, analysis, and prioritization of resilience strategies that align with the County's Mitigation Needs Assessment.

Eligible Cost Category	CDBG-DR Allocation	% of CDBG-DR Allocation	Does this Program have tie back to the disaster?
	Amount	for LMI Benefit	
Local Mitigation Infrastructure Program	\$ 106,146,000	50%	No

Action Plan Proposed Distribution of Funds for Local Mitigation Infrastructure

b. Local Mitigation Infrastructure Program

The Local Mitigation Infrastructure Program will fund local mitigation infrastructure projects identified through the Local Mitigation Planning Program.

6.4. REQUIREMENTS

Vendor may be awarded one or both scopes for which they bid, depending on proposal, qualifications, and evaluation. Pinellas County also reserves the right to select more than one vendor even within an Option.

Option A: Disaster Recovery Program Management

The selected vendor(s) will be responsible for the following Tasks:

- a. **Project Management**
- b. **Program Implementation, Grant Management, and Funding Administration for the following programs**
- c. Strategic Relocation and Revitalization Program
- d. Homebuyer Assistance Program
- e. Disaster Relief Reimbursement Program
- f. People First Small Business and Community Recovery Program
- g. Non-Profit Community Recovery Program
- h. Local Mitigation Planning Program
- i. Local Mitigation Infrastructure Program
- j. **Call Center Establishment and Operation**
- k. **In-Person Customer Service Center Establishment and Operation**
- l. **Training**
- m. **Grant Compliance and Monitoring**
- n. **Project & Program Closeout**

Option B: Rehabilitation and Reconstruction Management (RRM)

The selected firm(s) will be responsible for the following Tasks:

- a. **Project Management**
- b. **Construction Management**
- c. **Program Implementation, Grant Management, and Funding Administration for the following programs**
- d. Homeowner Rehabilitation/Reconstruction Program
- e. Homeowner Reimbursement Program Administration
- f. Small Rental Rehabilitation/Reconstruction Program (Local Landlord Program)
- g. **Subcontractor Hiring and Management**
- h. **Call Center Establishment and Operation**
- i. **In-Person Customer Service Center Establishment and Operation**
- j. **Training**

k. Grant Compliance and Monitoring**l. Project & Program Closeout**

The Contractor will be responsible for the following Tasks:

- a. Project Management**
- b. Program Implementation, Grant Management, and Funding Administration for the following programs as required**
 - i. Homeowner Rehabilitation/Reconstruction Program
 - ii. Homeowner Reimbursement Program
 - iii. Strategic Relocation and Revitalization Program
 - iv. Homebuyer Assistance Program
 - v. Small Rental Rehabilitation/Reconstruction Program (Local Landlord Program)
 - vi. Disaster Relief Payment Program
 - vii. People First Small Business and Community Recovery Program
 - viii. Non-Profit Community Recovery Program
 - ix. Local Mitigation Planning Program
 - x. Local Mitigation Infrastructure Program
- c. Call Center Set Up and Staffing**
- d. Customer Service Center Set Up and Staffing**
- e. Grant Compliance and Monitoring**
- f. Subcontractor Hiring and Management Construction Management**
- g. Project & Program Closeout**

6.5. Tasks

A. Project Management Tasks

1. Establish Project charters, project timelines, goals, metrics, and deliverables for the management of the programs that align with the selected option.
2. Measure outcomes against strategic goals, and
 - a. Make necessary adjustments to ensure optimal fund utilization.
3. Submit Monthly Activity Reports (MAR) indicating the status of projects. (MAR) will include budget and implementation metrics.
4. Submit weekly status, which at a minimum should include:
 - a. Reporting on the status of each program and related projects and any risks or issues that might impact the progress of the Program or any project;
 - b. Reporting on the current projected timelines for each subrecipient program area, including timelines for

compliance with any federal laws or guidance documents, and

- c. Reporting on budget

5. As part of the regular management of its activities in the delivery of services under the contract, the Vendor shall, in part:

- a. Provide all necessary equipment and supplies for its staff working under this contract.
- b. Establish a functional organization structure with proper administrative oversight.
- c. Submit monthly invoices including individual time sheets, if required, and evidence indicating the percent of work complete for each task order.
- d. Meet at least monthly, potentially more frequently, with the County's contract manager and cooperate with all County monitoring activities for contract oversight.

6. Communications

- a. The Vendor shall collaborate with Pinellas County's Communications Department to support a unified public outreach and engagement approach.
- b. The County Communications team will lead on strategy development, website content, official press releases, and marketing materials that align with the County's "People First" initiative.

7. Transition and Continuity of Operations

- a. Transfer of historical knowledge, systems, Contractor Programmatic System of Record (CANOPY) files, case management data, grant management records, and any other relevant programmatic documentation to the County or a successor entity at any time during the contract terms or at contract termination and/or completion.
- b. Onboarding, training, and technical assistance to County personnel or the County's designee to ensure continuity of operations, as needed throughout the contract term.
- c. Preservation and maintenance of orderly, uniform records in compliance with HUD standards (24 CFR 570 and 2 CFR Part 200 Subpart D — Post-Federal Award Requirements).

B. GENERAL Program Administration for ALL CDBG-DR County Programs. Overall, for each County program initiative

in the selected option, the vendor will be responsible for the following:

- a. Development of Program Policies, Standard Operating Procedures (SOPs), and Notices of Funding Availability (NOFAs) for the County's activities under CDBG-DR to be approved by the county
- b. Development of Application Forms, Intake and Review Processes, and clearly defined eligibility criteria
- c. Implement transparent and accountable fund distribution mechanisms, tracking fund allocation and expenditures meticulously.
- d. Conduct targeted outreach and provide technical assistance to homeowners, particularly to low- and moderate-income households with unmet recovery needs, assisting them through the application process, document collection, and eligibility resolution.

- e. Ensure compliance with HUD's Universal Notice, 2 CFR Part 200 (Cost Principles, Uniform Guidance), and all other federal, state, and local regulations.
- f. Develop best practices and process flow charts for reimbursement packet review, draw request review, and check processing and disbursement that ensure proper quality control, meet HUD's requirements for documentation, and meet County-directed ongoing timelines for draw request review and payment.
- g. Conduct intake, eligibility verification, and duplication of benefits (DOB) reviews for all applicant households, ensuring compliance with DOB requirements per the Robert T. Stafford Act and HUD guidance (CDBG-DR Federal Register Notices).
- h. Distribute Program Funds, grants in Vouchers. Pinellas County reserves the right to directly issue payments or cut checks at its discretion. Coordination between the Vendor and the County's finance team will be required to ensure proper documentation, timely disbursements, and accurate reporting for all transactions, regardless of issuing party.
- i. Develop criteria and process for appeals
- j. Provide and maintain detailed Reporting
- k. Track and document all program activity in the SOR and report progress, beneficiary impacts, and compliance metrics to Pinellas County to input to HUD's DRGR system.
- l. Support overall case management and ensure that all applicant data collected over the phone or in-person must be secured in accordance with HUD requirements, County data privacy standards, and applicable federal regulations (e.g., 2 CFR 200.303 – Internal Controls).

C. Delivery of Original Files

Any document, graphic, presentation or other deliverable under this Agreement shall be provided in both PDF format and the original file format used to create the deliverable (e.g., Microsoft Word, Adobe InDesign, Adobe Illustrator, etc.) at no additional cost to the County.

D. ADDITIONAL Program Administration Responsibility

1. Strategic Relocation and Revitalization Program

The Vendor will oversee the implementation and management of the Strategic Relocation and Revitalization Program, including:

- a. Administer monies allocated to relocation assistance and redevelopment of vulnerable manufactured housing communities, prioritizing relocation outside the 100-year floodplain and other high-risk areas in alignment with HUD floodplain management regulations (24 CFR Part 55).
- b. Oversee site acquisition, relocation processes, and ensure full compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) (49 CFR Part 24) for displaced homeowners and tenants.
- c. Ensure that relocation activities comply with CDBG-DR national objectives, particularly benefiting Low- and Moderate-Income Housing (LMH) (24 CFR 570.208(a)(3)), and document unmet needs addressed through relocation

efforts.

d. Develop and implement a comprehensive relocation assistance plan, including clear communication of household rights, available benefits, eligibility for replacement housing payments, and grievance procedures in accordance with URA requirements.

e. Perform environmental reviews and inspections

f. Coordinate community engagement and public notice activities, ensuring meaningful consultation with impacted manufactured home communities, residents, and stakeholder groups throughout the relocation and redevelopment process.

g. Manage documentation and reporting for all relocation activities, including tracking of displaced households, benefits provided, compliance with anti-displacement requirements (Section 104(d) of the Housing and Community Development Act), and provide to the County for entry into HUD's Disaster Recovery Grant Reporting (DRGR) system.

2. Homebuyer Assistance Program

The Vendor will oversee the implementation and management of the Homebuyer Assistance Program, including:

a. Manage funds to provide financial assistance to eligible Low- and Moderate-Income (LMI) homebuyers in accordance with HUD CDBG-DR regulations (24 CFR 570.208(a)(3)).

b. Coordinate provision of financial assistance for mortgage principal reduction, down payment support, and eligible closing costs to facilitate affordable homeownership.

c. Verify applicant eligibility, including household income certification, first-time homebuyer status, disaster impact verification (if applicable), and property eligibility consistent with CDBG-DR program guidelines.

d. Ensure that assisted properties meet HUD's minimum property standards (24 CFR 570.202(b)(8)) and are located outside of Special Flood Hazard Areas (SFHA), unless properly mitigated and compliant with floodplain management requirements (24 CFR Part 55).

e. Develop and implement underwriting guidelines to assess applicant financial readiness, ensuring that mortgage affordability standards are met without creating undue financial hardship.

f. Coordinate with approved mortgage lenders to ensure primary financing terms comply with HUD CDBG-DR requirements (e.g., 30-year fixed-rate mortgages only; no adjustable-rate mortgages, balloon payments, or prepayment penalties).

g. Execute legally binding affordability period agreements or restrictive covenants, as necessary, ensuring HUD-required compliance for properties assisted with CDBG-DR funds.

h. Provide pre-purchase education or homebuyer counseling in partnership with HUD-certified counseling agencies, ensuring participants are informed of homeownership responsibilities and disaster resiliency measures.

i. Track and document all awards and beneficiary data in the System of Record (SOR) and submit required reports to the county for entry into HUD's Disaster Recovery Grant Reporting (DRGR) system for compliance and monitoring purposes.

3. Disaster Relief Payment Program

The Vendor will oversee the implementation and management of the Disaster Relief Reimbursement Program, including:

- a. Oversee the disbursement of funds to reimburse documented essential living expenses (e.g., rent, mortgage payments, utilities) incurred by eligible Low- and Moderate-Income (LMI) households impacted by federally declared disasters, in accordance with CDBG-DR regulations (24 CFR 570.208(a)(2) — LMI Limited Clientele Benefit).
- b. Verify applicant eligibility, including household income certification, documentation of disaster-related financial hardship, and proof of paid eligible expenses consistent with HUD's cost allowability principles (2 CFR Part 200.403).
- c. Establish reimbursement calculation methodologies and SOPs for reviewing, validating, and approving reimbursement requests within HUD's CDBG-DR framework.
- d. Ensure all reimbursed expenses occurred within the eligible reimbursement period as defined by HUD guidance (typically within two years of the applicable disaster event or the grantee's Applicable Allocation Notice (AAN) date).
- e. Maintain detailed reimbursement records in the System of Record (SOR) and report disbursement activity accurately to the County for entry into HUD's Disaster Recovery Grant Reporting (DRGR) system, ensuring compliance with 2 CFR Part 200.302 (Financial Management) and HUD monitoring requirements.

4. People First Small Business and Community Recovery Program

The Vendor will oversee the implementation and management of the People First Small Business and Community Recovery Program, including:

- a. Administer funds allocated to support eligible small businesses impacted by federally declared disaster events.
- b. Provide financial assistance (grants and/or forgivable loans) to small businesses, ensuring compliance with HUD's Low- and Moderate-Income (LMI) Job Creation/Retention national objective (24 CFR 570.208(a)(4)).
- c. Develop application and underwriting guidelines for evaluating business eligibility, financial need, unmet recovery needs, and job creation/retention commitments in accordance with HUD CDBG-DR standards.
- d. Establish procedures to ensure that assistance is not duplicative of other disaster recovery funding sources (e.g., SBA disaster loans, insurance proceeds) in compliance with the Robert T. Stafford Act, Section 312, and HUD DOB guidance.
- e. Maintain documentation of National Objective compliance by tracking number and types of jobs created or retained, business ownership demographics (where applicable), and evidence of service to LMI communities.
- f. Review and approve eligible reimbursable expenses, including working capital, equipment replacement, inventory replenishment, and minor facility repairs, ensuring compliance with CDBG-DR allowable cost principles (2 CFR Part 200.403).
- g. Coordinate with local Chambers of Commerce, Small Business Development Centers (SBDCs), and community organizations to maximize outreach, technical assistance, and support for small businesses in the most impacted and distressed (MID) areas.
- h. Prepare legally enforceable agreements with grant or loan recipients that define performance obligations,

compliance with HUD regulations, required record retention, and remedies for non-compliance.

- i. Input and maintain full project and financial documentation into the County's System of Record (SOR) and ensure complete, timely reporting to the County for entry into HUD's Disaster Recovery Grant Reporting (DRGR) system.

5. Non-Profit Community Recovery Program

The Vendor will oversee the implementation and management of the Non-Profit Community Recovery Program, including:

- a. Manage program funds allocated to assist nonprofit organizations that primarily serve Low- and Moderate-Income (LMI) populations, ensuring alignment with CDBG-DR program goals.
- b. Coordinate the provision of financial support for rehabilitation, repair, or stabilization of community-serving nonprofit facilities impacted by federally declared disasters.
- c. Verify nonprofit eligibility, ensuring applicants are registered 501(c)(3) or 501(c)(19) organizations in good standing and that facilities primarily serve LMI populations in accordance with HUD's LMI Area Benefit (24 CFR 570.208(a)(1)) or Limited Clientele (24 CFR 570.208(a)(2)) national objectives.
- d. Develop and implement underwriting guidelines to evaluate nonprofit financial need, duplication of benefits (DOB) considerations per the Robert T. Stafford Act, Section 312, and disaster-related facility damage.
- e. Ensure that facility rehabilitation activities comply with HUD CDBG-DR regulations (24 CFR 570.201(c) — Public Facilities and Improvements) and applicable environmental review requirements under 24 CFR Part 58 prior to commencement of construction.
- f. Prepare and execute grant agreements with nonprofits that outline performance expectations, compliance obligations, record retention requirements, and remedies for non-performance.

6. Local Mitigation Planning Program

The Vendor will oversee the implementation and management of the Local Mitigation Planning Program, including:

- a. Facilitate planning initiatives to identify, analyze, and prioritize local resilience and mitigation projects consistent with the County's CDBG-DR Action Plan.
- b. Support comprehensive mitigation needs assessments for eligible local governments, particularly in the Most Impacted and Distressed (MID) areas.
- c. Assist local governments in the preparation, update, or enhancement of FEMA-approved Local Hazard Mitigation Plans (LHMPs) and ensuring eligibility for federal mitigation funding.
- d. Conduct vulnerability assessments and risk analyses, using FEMA, HUD, and NOAA data tools, to prioritize mitigation strategies that benefit low- and moderate-income (LMI) populations where applicable.
- e. Develop project pipelines of eligible mitigation projects with supporting documentation demonstrating risk reduction benefits, environmental considerations, and CDBG-DR program alignment.
- f. Ensure all planning activities meet CDBG-DR planning requirements (24 CFR 570.205), environmental review requirements under 24 CFR Part 58 (if necessary for associated planning activities), and comply with applicable Executive Orders for resilience (e.g., EO 14030 — Climate-Resilient Infrastructure).
- g. Maintain detailed records of planning processes, assessments conducted, and projects recommended to ensure

transparent justification for infrastructure investment decisions and future HUD audits.

h. Provide technical assistance workshops and capacity-building sessions to local government stakeholders focused on mitigation planning best practices, compliance, and leveraging other state/federal funding sources.

7. Local Mitigation Infrastructure Program

The Vendor will oversee the implementation and management of the Local Mitigation Infrastructure Program, including:

- a. Administer funds for critical mitigation infrastructure projects, including flood protection, stormwater management improvements, and resilient infrastructure development.
- b. Prioritize, select, and manage infrastructure investments that clearly demonstrate enhanced community resilience, risk reduction, and LMI benefit where required.
- c. Ensure the CDBG-DR Mitigation Infrastructure allocation benefits low- and moderate-income (LMI) communities, as required under CDBG-DR national objective standards (24 CFR 570.208(a)(1)).
- d. Evaluate and document project eligibility and risk reduction benefits through cost-benefit analysis (CBA) methodologies aligned with FEMA's Benefit-Cost Analysis (BCA) guidance and HUD mitigation principles.
- e. Conduct environmental reviews for all infrastructure projects in accordance with 24 CFR Part 58 and ensure compliance with floodplain management requirements under 24 CFR Part 55.
- f. Execute subrecipient agreements (if applicable) or direct contracts that define performance deliverables, CDBG-DR compliance, national objective achievement, Davis-Bacon labor standards (if applicable), and reporting requirements.
- g. Promote green infrastructure and climate-resilient design strategies whenever feasible.
- h. Track project expenditures, milestones, and LMI benefit achievement in the County's SOR and submit detailed infrastructure project reports to the County for entry into HUD's DRGR system.
- i. Develop closeout procedures for infrastructure projects, ensuring full documentation of outcomes, lessons learned, and mitigation effectiveness to inform future County resilience initiatives.

D. ADDITIONAL Program Administration Responsibility for EACH Program under Option B

1. Homeowner Rehabilitation/Reconstruction Program

The Vendor will oversee the implementation and management of the Homeowner Rehabilitation/Reconstruction Program, including:

- a. Manage allocation of monies with priority for Low-Moderate Income (LMI) households in accordance with HUD CDBG-DR regulations (24 CFR 570.208(a)(3)).
- b. Prepare, execute, and manage grant agreements with eligible homeowners outlining homeowner obligations.
- c. Manage homeowner relocation or temporary displacement assistance, if required, consistent with the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (URA) (49 CFR Part 24).

NOTE: This program has a construction management component. See Section Titled Construction Management Tasks

2. Homeowner Reimbursement Program

The Vendor will oversee the implementation and management of the Homeowner Reimbursement Program, including:

- a. Managing reimbursement funds for eligible homeowner-incurred disaster recovery costs resulting from Hurricanes Idalia, Helene, and Milton, as well as any future federally declared disasters covered under the contract, ensuring that funds are used to support critical unmet needs.
- b. Verifying applicant eligibility through review of ownership and occupancy status at the time of the qualifying disaster, documentation of damage, household income (not to exceed 120% AMI), and disaster event tie-back, in accordance with CDBG-DR regulations.
- c. Performing duplication-of-benefits (DOB) analysis to ensure that reimbursement is provided only for documented, eligible costs representing an unmet need, not previously covered by FEMA, SBA, insurance, or other sources, consistent with HUD CDBG-DR guidelines and the Robert T. Stafford Act, Section 312.
- d. Developing and applying a standardized methodology for validating homeowner-submitted expenses (e.g., contractor invoices, receipts, permits, and proof of payment) using HUD-approved cost reasonableness tools (e.g., Xactimate, Semans), including verification of alignment with code-compliant reconstruction standards.
- e. Establishing and maintaining a clear documentation and verification process for all reimbursable expenses to ensure compliance with HUD financial management requirements, including 2 CFR Part 200.302 and 2 CFR Part 200.403 governing allowable and allocable costs.
- f. Confirming that all reimbursement awards meet applicable CDBG-DR national objectives, including Low- and Moderate-Income Housing (LMH) under 24 CFR 570.208(a)(3) or Urgent Need under 24 CFR 570.208(c), and documenting the unmet needs addressed through the assistance.
- g. Ensuring environmental compliance, including the preparation and completion of Tier 1 and Tier 2 environmental reviews when applicable, consistent with 24 CFR Part 58, and maintaining Environmental Review Records (ERRs) as needed for site-level eligibility or historical review.
- h. Conducting initial property assessments or desktop damage verifications (if needed) to confirm that all disaster-related repairs were completed within the eligible reimbursement timeframe and meet the standards for safe, decent, and sanitary housing.
- i. Maintaining comprehensive records of each applicant's reimbursement history, including determination of eligibility, verified costs, DOB documentation, and mitigation measures, and tracking all reimbursements in the County's System of Record (SOR).
- j. Provide accurate reporting to the County for entry into HUD's DRGR system on a regular basis, including metrics related to national objective compliance, applicant income status, reimbursed amounts, and remaining unmet needs across the program.

3. Small Rental Rehabilitation/Reconstruction Program (Local Landlord Program)

The Vendor will oversee the implementation and management of the Small Rental Rehabilitation/Reconstruction Program (Local Landlord Program), including:

- a. Administer program funds for the rehabilitation or reconstruction of eligible damaged rental units, prioritizing assistance for affordable housing in accordance with HUD CDBG-DR requirements (24 CFR 570.208(a)(3) — Low- and Moderate-Income Housing National Objective).
- b. Enforce a mandatory period as approved by the policies and procedures for assisted units and monitor ongoing compliance with affordability covenants, income restrictions, and occupancy requirements.
- c. Verify landlord and property eligibility, including ownership documentation, vacancy requirements at the time of application, property tax status, and disaster-related damage validation consistent with CDBG-DR guidelines.
- d. Maintain project files and complete reporting requirements in the Contractor Programmatic System of Record (Canopy) and provide reports to Pinellas County for entry into HUD's DRGR system, including tracking of beneficiary income certifications, rent limits, affordability period monitoring, and any required post-completion inspections.

NOTE: This program has a construction management component. See Section Titled Construction Management Tasks

E. Call Center Establishment and Operation (Option A, B)

The Vendor shall:

1. Ensure that all call center operations and customer service functions are staffed exclusively by on-shore, U.S.-based personnel.
2. Ensure the call center is adequately staffed with qualified, knowledgeable personnel who are fully trained in HUD CDBG-DR guidelines, eligibility requirements, and Pinellas County's specific recovery initiatives, to ensure consistent, accurate, and high-quality customer service for all program applicants.
3. Be responsible for establishing, operating, and maintaining a fully functional call center, or demonstrating existing call center capabilities, to provide applicants timely assistance, answer program-related inquiries, support application processes, and facilitate access to funding and recovery services.
4. Provide and designate a phone number for the applicants to contact for program services to be included in communication materials.
5. Provide surveys for evaluating customer service and program service

6. During Peak Program Implementation- Call Center operation will be a minimum of 12 months, 40 hours per week and 5 minimum staff.

F. In-Person Customer Service Center Establishment and Operation

To ensure access to disaster recovery programs for all residents, especially vulnerable populations who may lack internet access or digital literacy, the Contractor must establish and operate temporary in-person Customer Service Centers throughout critical phases of the program. At a minimum, the Contractor shall:

- A. Establish Physical Locations: Set up one or more temporary physical customer service centers within Pinellas County during active phases of intake, case management, and construction support. These centers are not expected to operate continuously over the full six-year contract period but shall be activated during periods of high applicant demand.

B. Establish or Identify Facilities: Service centers may include rented offices, pop-up locations, mobile centers (e.g., trailers), hotel conference rooms, public libraries, or other ADA-accessible facilities approved by the County.

At a minimum, the contractor shall establish a minimum of one or more customer service centers in the North of the County and a minimum of one or more customer service centers in the South of the County.

- a. Centers must be ADA-compliant.
- b. Facilities must offer language interpretation or translation services upon request.
- c. Facilities must be accessible by public transportation where feasible.
- d. Customer service centers may rotate between different locations based on community needs and County direction to maximize accessibility
- e. Contractor may use mobile or pop-up models to serve underserved areas.

C. Establish Operating Hours that include additional evening or weekend hours based on community needs and as directed by the County.

D. Provide trained, knowledgeable staff at all customer service centers, ensuring timely assistance to applicants. Staffing must be scaled appropriately to meet community demand and avoid excessive wait times.

E. Provide personalized, one-on-one assistance to applicants regarding intake, eligibility, document submission, and general program support.

F. Provide surveys for evaluating customer service and program service

Note: The County reserves the right to adjust the frequency, location, staffing, and operating hours of service throughout the contract based on evolving program needs and applicant volume.

G. Training

1. General Training Obligation

The Vendor shall be responsible for providing comprehensive initial and ongoing training to all staff, subcontractors, and, where applicable, County employees or designees involved in the CDBG-DR program.

Training must ensure consistent understanding and application of all requirements outlined in the CDBG-DR Action Plan, HUD regulations, and applicable federal, state, and local guidelines, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

2. Suggested Training Topics

a. At a minimum, the Vendor shall develop and deliver training on the policies and procedures created for each program they have contracted to deliver.

b. Additional topics, if requested or required may include the following subject areas:

- i. Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) — per 49 CFR Part 24.
- ii. Davis-Bacon Act and Related Labor Standards — including Work Hours and Safety Standards Act, Copeland "Anti-Kickback" Act (40 U.S.C. §§3141–3148), and Fair Housing and Equal Opportunity regulations.

iii. Financial Management Requirements — including internal controls, segregation of duties, financial reporting, and audit compliance under 2 CFR Part 200.

iv. Federal and State Procurement Standards — including small, minority, and women-owned business outreach under 2 CFR §§200.317–200.326.

v. Environmental Review Requirements — under 24 CFR Part 58, including HEROS system use.

vi. Section 3 of the HUD Act of 1968 — ensuring economic opportunities for low- and very-low-income persons.

vii. CDBG-DR Program-Specific Requirements — including national objectives, eligible activities, duplication of benefits analysis, unmet needs assessment, mitigation measures, and recordkeeping standards.

c. Minimum Training Delivery Requirements

i. Trainings must be held prior to staff or subcontractor engagement with program participants or handling CDBG-DR project activities.

ii. Ongoing refresher training must be provided at least annually and within three (3) calendar days of any substantive policy or regulatory changes issued by HUD, Pinellas County, or other oversight bodies.

iii. Attendance at all training courses must be documented with sign-in sheets, electronic attendance logs (for virtual sessions), and maintained for County and HUD monitoring.

iv. The Contractor must maintain training records, including attendee rosters and training completion certificates, for a minimum of five (5) years following contract closeout, or longer if required by federal retention schedules under 2 CFR §200.334.

A. Grant Compliance and Monitoring

1. The vendor shall provide Grant Compliance and Monitoring Support Staff to perform quality assurance, monitoring, and reporting duties and provide technical assistance for grant compliance to County staff and sub-recipients. Grant Compliance and Monitoring Support Staff levels are expected to fluctuate during the life of the contract as workloads vary throughout the life of the grant.

2. Staff assigned to this task by the Vendor shall have experience in successful CDBG- DR grant compliance and monitoring and/or CDBG-DR financial management and working knowledge of the DRGR system. Compliance and Monitoring Support Staff members shall have in-depth knowledge of 2 CFR Part 200, and all HUD and federal cross-cutting regulations required for projects and programs within the County's Action Plan.

3. Duties performed by the Grant Compliance and Monitoring Support Staff shall include, at minimum:

a. Assisting in providing appropriate and timely reports to the County for entry into HUD's DRGR System in accordance with the County's Action Plan.

b. Generating Quarterly Progress Reports (QPRs) for the County's review and approval

c. Providing technical assistance to County staff and subrecipients on compliance with 2 CFR Part 200 and all HUD and federal cross-cutting regulations required for projects and programs within the Action Plan.

d. Conduct risk assessment process for all subrecipients and develop monitoring plans.

e. Conducting regular on-site monitoring of subrecipients to ensure compliance with federal regulations and County

policies and procedures. The frequency of this monitoring will be determined by the County's policies and procedures and may be more frequent if there is a concern that the subrecipient is out of compliance or is found to be at risk for noncompliance.

f. Conducting regular on-site monitoring of implementation contractors to ensure compliance with federal regulations and County policies and procedures. The frequency of this monitoring will be determined by the County's policies and procedures and may be more frequent if there is a concern that the subrecipient is out of compliance or is found to be at risk for noncompliance.

g. Produce monitoring checklists and reports to track progress, follow- ups and deficiencies as required by the Policy and Procedure of the Project or Activity.

h. Supporting the County during any audits, monitoring or compliance reviews by HUD or any other auditor or regulatory agency.

B. Program and Project Closeout

The Vendor shall be responsible to:

1. Ensure all documentation is complete, accurate, finalized and organized according to HUD, CDBG-DR, County, and Fair Housing standards.

2. Submit all required closeout reports, certifications, and performance metrics to the County in the format determined by the County.

3. Prepare a final comprehensive transition and records retention plan.

4. Assist with HUD and County audits, monitoring visits, and compliance reviews prior to and during the closeout process.

5. Submit a comprehensive and itemized final invoice and any required backup documentation upon completion of deliverables and County approval.

6. Specific closeout deliverables must include, but are not limited to:

a. Planning Activities Closeout: Final plans, needs assessments, project pipelines, and documentation organized for long-term records retention.

b. Infrastructure Activities Closeout: Davis-Bacon compliance records (if applicable), and project outcome reports.

c. Housing and Economic Recovery Activities Closeout: Final case management files, grant agreements, beneficiary reports, DOB documentation, appeals records, and affordability monitoring records.

7. All final closeout documentation must be delivered no later than the end of the contract period unless otherwise agreed upon in writing. If closeout tasks extend beyond the contract term, the County may exercise the transition assistance provisions.

H. Construction Management of Programs

The Contractor will be responsible for all subcontractor hiring, oversight, and compliance management listed below necessary to fulfill the obligations of the CDBG-DR Program, and will ensure all subcontractors adhere to all requirements below:

1. Construction Planning & Pre-Construction

- a. Review and confirm project scope, budget, and timeline.
- b. Assist with development of scopes of work (SOW) for each property or project.
 - i. No subcontractor shall commence work until a written Scope of Work (SOW) is executed between the Contractor and the subcontractor.
 - ii. The SOW must clearly define the:

- o Specific services to be performed;
- o Performance standards and deliverables;
- o Applicable compliance requirements (e.g., 2 CFR Part 200, Davis-Bacon, Section 3, URA, environmental standards);
- o Timeline for completion of services;
- o Reporting and invoicing requirements;
- o Remedies for non-performance or non-compliance.
 - c. Verify site eligibility and condition through initial inspections and damage assessments.
 - d. Coordinate environmental review clearance (24 CFR Part 58 compliance).
 - e. Participate in homeowner meetings to explain repair/reconstruction processes.

2. Construction Oversight & Quality Control

- a. Monitor construction progress and adherence to approved SOW.
- b. Conduct regular interim inspections and quality assurance site visits.
- c. Address construction deficiencies and issue correction notices.
- d. Verify compliance with Davis-Bacon labor standards (if applicable).
- e. Ensure compliance with Florida Building Code, HUD Housing Quality Standards (HQS), and local codes.
- f. Conducts regular monitoring and oversight of subcontractor performance, compliance, and reporting, including maintaining subcontractor files for HUD and County review

3. Reporting & Documentation

- a. Maintain project files, including permits, inspection reports, change orders, and photos.
- b. Prepare construction progress reports and updates for County review.
- c. Support documentation to handoff to the County for entry to the DRGR system.
- d. Track and report on timelines, budgets, milestones, and contractor performance.

4. Compliance & Finalization

- a. Ensure all work is complete and meets federal and local code requirements.
- b. Coordinate final inspections and obtain Certificates of Occupancy, if applicable.
- c. Document completion of work, including signed homeowner acceptance forms.

- d. Manage contractor payments and closeout packages.
- e. Identify and assist in resolving any construction-related issues or complaints.

5. Coordination & Communication

- a. Coordinate with case managers, environmental specialists, and County staff.
- b. Meet at minimum monthly with county
- c. Provide technical guidance to program participants, subcontractors, and field personnel.
- d. Participate in community meetings or homeowner briefings.
- e. Maintain open communication with County regarding project risks or delays.
- f. As part of regular management of its activities in delivery of services under the contract, the Vendor shall, in part:
 - i. Provide all necessary equipment and supplies for its staff working under this contract.
 - ii. Establish a functional organization structure with proper administrative oversight.
 - iii. Submit monthly invoices including individual time sheets, if required, and evidence indicating the percentage of work complete for each task order.
 - iv. Meet at least monthly, potentially more frequently, with the County's contract manager and cooperate with all County monitoring activities for contract oversight

6. Reconstruction Services for the following Programs

A. Homeowner Rehabilitation/Reconstruction Program:

The Vendor will oversee the rehabilitation and reconstruction for the Homeowner Rehabilitation/Reconstruction Program, including but not limited to:

- A. Single Family Home Repair
- B. MHU installation and repair
- C. Property inspections as applicable, including
 - 1. Initial Inspection and Damage Assessment Requirements
 - 2. Scope of Work (SOW)
 - 3. Environmental Reviews (Tier 1 and Tier 2)
 - 4. Lead-Based Paint Assessment
 - 5. Interim Inspections
 - 6. Asbestos Inspections
 - 7. Final Inspections
- D. Scope of work development and final certification
- E. Contractor onboarding, bid evaluation, and project oversight

- F. Mitigation activities, and compliance with housing quality standards (HQS), ADA, Davis-Bacon, Section 3, and applicable local codes
- G. Project Close Out (Certificate of Occupancy) and Invoicing

2. Small Rental Rehabilitation/Reconstruction Program (Local Landlord Program):

The Vendor will oversee the rehabilitation and reconstruction for the Small Rental Rehabilitation/Reconstruction Program (Local Landlord Program), including:

- A. Rental Units
- B. Property inspections as applicable including
 1. Initial Inspection and Damage Assessment Requirements
 2. Scope of Work (SOW)
 3. Environmental Reviews (Tier 1 and Tier 2)
 4. Lead-Based Paint Assessment
 5. Interim Inspections
 6. Asbestos Inspections
 7. Final Inspections
- C. Scope of work development, and final certification
- D. Contractor onboarding, bid evaluation, and project oversight
- E. Mitigation activities, and compliance with housing quality standards (HQS), ADA, Davis-Bacon, Section 3, and applicable local codes
- F. Project Close Out (Certificate of Occupancy) and Invoicing

I. Subcontractor Hiring and Management

The Contractor shall be responsible for all subcontractor hiring, oversight, and compliance management necessary to fulfill the obligations of the CDBG-DR Program. The Contractor must ensure that:

1. All subcontractors are selected through a procurement process that complies with 2 CFR §§200.317–200.326 and applicable federal, state, and local regulations. The Contractor will conduct competitive bidding procedures in compliance with federal procurement guidelines outlined in 2 CFR Part 200.
2. Ensure contractors and subcontractors adhere to all relevant federal guidelines including:
 - a. Davis-Bacon Act requirements.
 - b. Section 3 of the HUD Act of 1968 (Economic Opportunities).
 - c. Enforce strict adherence to federal housing quality standards, including:
 - d. HUD Housing Quality Standards (HQS).
 - e. Florida building codes, local codes, floodplain elevation, mobile home installation standards, mold remediation, lead-based paint, asbestos abatement, and applicable ADA regulations.

3. All subcontractors hold appropriate licenses, certifications, insurance, and bonding as required by Florida law and HUD regulations.
4. Subcontractor invoicing must be transparent and fully documented. The Contractor may not serve as a "pass-through" entity; all invoicing to the County must reflect actual, verified services rendered and deliverables achieved.
5. Pass-through invoicing — billing the County for subcontractor work without substantial oversight, verification, or quality assurance — is strictly prohibited.
 - a. Pass-through costs may include eligible direct costs such as materials, labor, and required permits but must exclude storage container fees, manufactured housing unit (MHU) holding costs, permit filing fees, or any costs that do not directly contribute to the final delivery of a completed and inspected home
 - b. All Contractor invoices must reflect the Contractor's value-added management, compliance, and project oversight services.
6. Contractor remains fully responsible for the acts, omissions, and compliance of all subcontractors as if they were its own employees.
7. Contractor assumes full financial risk for any direct construction costs that do not result in a completed, habitable People First Recovery dwelling or infrastructure ready for turnover.
8. All subcontractors must undergo appropriate training related to HUD requirements, CDBG-DR regulations, environmental review, labor compliance, and program policies prior to commencing work.

J. Performance Metrics

The Contractor shall be evaluated on:

- I. Meeting all established timelines and deadlines for deliverables and project milestones.
- II. Providing accurate, complete, and high-quality work products that comply with applicable federal, state, and local requirements.
- III. Maintaining compliance with all CDBG-DR program rules, including HUD regulations, procurement standards, and cross-cutting requirements.
- IV. Responding to County inquiries and requests for information in a timely manner.
- V. Demonstrating effective communication and coordination with County staff, partners, and the public to support stakeholder satisfaction."

Exhibit E - Contractor's response to Solicitation Section 6 - Scope of Work / Specifications

1 DETAILED APPROACH AND METHODOLOGY

PROJECT MANAGEMENT ACTIVITIES

- a. The Contractor will start strong, but with sustained success by providing structure, partnership, and adaptability at every stage of the disaster recovery lifecycle. The Contractor's approach will begin by laying a solid foundation rooted in strategy, collaboration, and compliance, and continue with the same level of discipline and commitment through program launch, implementation, and closeout.
- b. Grounded in positivity, partnership, and performance, Contactor will emphasize transparency, accountability, and continuous improvement every step of the way. A deep bench of subject matter experts and proven best practices will offer the County a trusted and effective service to deliver an efficient recovery that is resilient, compassionate, and transformative.

2. Structured Program Management

- a. The Contractor will build the Contractor's program management methodology on a disciplined, lifecycle-based framework that integrates structure, accountability, and transparency across all phases of CDBG-DR program delivery, from mobilization through closeout. The Contractor will apply industry-leading approaches such as Agile and Lean Six Sigma, tailored specifically for federally funded disaster recovery environments. These methodologies will proactively manage scope, schedules, risks, and compliance requirements while adapting to real-time feedback and evolving conditions on the ground.
- b. The Contractor will implement a centralized program management office (PMO) model that standardizes execution across all program areas: housing, infrastructure, economic revitalization, and public services. With this model, the Contractor will establish formal governance protocols, performance dashboards, reporting cadences, and escalation pathways to support accountability and stakeholder transparency. The Contractor's PMO will ensure that decision-making is informed, consistent, and aligned with HUD and County-defined objectives.
- c. The Contractor's operationalized program delivery through integrated case management systems that enable clear applicant communication, milestone tracking, eligibility workflows, and document control. The Contractor will configure these systems to capture and report key performance indicators (KPIs), support compliance monitoring, and surface early indicators of risk or delay. The Contractor will reduce error rates and increase efficiency across all applicant-facing processes by seamlessly integrating policy guidance and quality assurance/quality control (QA/QC) processes directly into workflow(s).
- d. The Contractor's program management structure includes real-time field intelligence and continuous improvement loops. The Contractor will use structured community outreach and stakeholder feedback to validate program design assumptions and adjust in-flight implementation. Concurrently, the Contractor will conduct ongoing data analysis to identify performance trends, resource bottlenecks, and unmet needs, which allows for tactical course corrections and strategic reallocations in coordination with the County.
- e. The Contractor will embed regulatory checkpoints aligned with HUD requirements (e.g., duplication of benefits, procurement, URA, environmental review) for proactive compliance at critical stages of the delivery lifecycle. These controls are supported by audit-ready documentation practices and reinforced by internal monitoring protocols that mirror HUD CPD and Office of the Inspector General (OIG) expectations. The Contractor's national track record, free from significant audit findings, speaks to the rigor of the Contractor's approach.
- f. The Contractor will prioritize local collaboration. By working with the County and community-based partners, Contactor will align national best practices with local expertise and context.***

g. The Contractor's structure is flexible enough to support day-to-day operations while resilient enough to adapt to complex disaster recovery challenges. The result is a program that delivers with speed, compliance, and integrity every time.

3. Planning and Policy Support

a. The Contractor will launch each engagement with a rapid onboarding process that immerses the Contractor's team in the local recovery context. The Contractor will assess the community's unique needs, evaluate the grantee's operational capacity, and align immediately with the approved Action Plan, staffing structure, and programmatic goals. The Contractor's executive leadership team leads structured discovery sessions alongside policy and compliance staff to map current conditions, identify operational constraints, and define a clear timeline for program design and launch.

b. The Contractor will apply a structured framework to actively co-develop or adapt program policies, workflows, procedures, and system logic. Central to this approach is its Program Design and Decision Matrix, which the Contractor will use to translate local unmet needs into targeted, compliant, and implementable policy. This tool connects HUD national objectives, eligible activities, and regulatory requirements to actionable recovery priorities, establishing a strong and locally responsive foundation for implementation.

c. The Contractor will provide a strategy with proven expertise: its staff have authored and implemented HUD rules and regulations, and the Contractor will continue to serve as HUD Technical Assistance providers to grantees across the country. The Contractor will actively apply lessons learned from drafting 26 HUD-compliant Action Plans and from designing and launching local recovery planning programs in a variety of post-disaster contexts. The Contractor's teaming partner, Arcadis, adds depth to the Contractor's planning capacity with specialized experience in resilience planning, climate adaptation, and environmental restoration—ensuring that policy and program design are rooted in long-term community sustainability.

d. Critically, the Contractor's structure planning to balance urgency and oversight. Its approach mitigates risk by embedding compliance checkpoints at key decision stages and avoiding noncompliant or improper payments that may later trigger monitoring findings or HUD repayment demands. The Contractor will calibrate delivery pace based on risk thresholds, policy clarity, and staffing readiness to enable transparent, applicant-friendly programs that stand up to audit scrutiny. This is not a static process. The Contractor's planning and policy team remains actively engaged throughout implementation, providing ongoing policy interpretation, issue resolution, and continuous improvement informed by program performance data, HUD feedback, and stakeholder input. From initial design through closeout, the Contractor will align the Contractor's program framework with evolving guidance and community needs.

e. To maintain momentum and consistency, The Contractor will manage a secure, version-controlled policy library that houses guidelines, SOPs, process maps, and forms—each tagged by program type, compliance citation, and status. The Contractor will offer Pinellas County immediate access to this vetted repository or co-develop new content through a collaborative, agile drafting process.

4. Comprehensive Monitoring and Transparent Reporting

a. Compliance, transparency, and accountability are critical to successfully administering CDBG-DR funds. The Contractor brings over 19 years of proven expertise in developing and implementing comprehensive monitoring frameworks that safeguard program integrity, with HUD Regulations section.

b. The Contractor will establish a structured, risk-based monitoring framework that aligns with federal, state, and local requirements, certifying that CDBG-DR funds are used effectively and compliantly. The Contractor's approach incorporates industry best practices and lessons learned from administering large-scale federal and state programs for grantees, including Florida Commerce, the Puerto Rico Department of Housing (PRDOH), and the Texas General Land Office. Key elements of the Contractor's monitoring framework include:

- i. A risk-based annual monitoring plan to assess compliance and performance at all program levels.
- ii. Ongoing programmatic monitoring to evaluate subrecipient and vendor effectiveness.

- iii. Identification and resolution of compliance issues to maintain program integrity.
- iv. Targeted training and technical assistance to strengthen compliance and build capacity among program participants.

c. By using the Contractor's extensive experience in compliance oversight, the Contractor will manage the County's disaster recovery programs with the highest levels of diligence, risk mitigation, and accountability.

5. Proactive Monitoring for Risk Mitigation and Program Success

- a. The Contractor integrates real-time oversight with concurrent QA/QC processes to enhance program performance and minimize risk exposure. The Contractor will proactively monitor by promptly identifying and addressing compliance issues, reducing delays, and streamlining project closeout.
- b. The Contractor's monitoring solutions include:
 - i. Subrecipient financial reviews for responsible fund management and cost reasonableness in compliance with 2 CFR 200.
 - ii. Comprehensive documentation and internal controls to provide full transparency and accountability.
 - iii. Performance evaluations to assess program effectiveness, regulatory adherence, and contract compliance.
 - iv. Technical assistance and capacity-building initiatives to support subrecipients and vendors in meeting compliance expectations.
- c. Additionally, the Contractor's deep experience with federal and state audits—internal audits, federal oversight audits, examinations, and reviews such as those conducted by the HUD OIG, the General Accountability Office (GAO)—positions us to design and implement programs with compliance as a primary objective. The Contractor's team actively supports process revisions, issue resolution, and risk assessment methodologies to identify fraud, waste, and abuse. It stands ready to support the County in preparing for, participating in, and responding to any oversight review.

6. Advanced Compliance Reporting and Data-Driven Oversight

- a. The Contractor provides transparency and accountability through performance tracking, system alignment, and real-time reporting. The Contractor's structured approach includes:
 - i. Real-time monitoring dashboards to track trends and performance.
 - ii. Data-driven compliance tracking to align reporting with federal and state requirements.
 - iii. Audit-ready documentation to withstand scrutiny from oversight agencies and public watchdogs.
- b. By capitalizing on the Contractor's experience and expertise, the Contractor has successfully supported grantees in establishing internal controls over programs with multibillion-dollar portfolios. The Contractor's structured approach to measuring risk, assessing internal controls, and designing and implementing monitoring plans guarantees the responsible stewardship of federal funds. Through this proactive and structured methodology, the Contractor will confirm that the County's CDBG-DR program operates efficiently, remains compliant with all applicable regulations, and achieves its recovery objectives. The Contractor's commitment to rigorous monitoring and oversight not only safeguards program integrity but also instills confidence among stakeholders for a successful and sustainable disaster recovery effort.

7. Subject Matter Expertise: The Contractor's Technical Advisory Group

- a. The Contractor's Technical Advisory Group (TAG) is a premier team of subject matter experts that specializes in disaster recovery, resilience, and federally funded grant program implementation. Established in 2021, TAG is a specialized advisory and compliance group embedded within The Contractor's Government Services practice. The Contractor strategically created TAG to serve as an on-call, high-impact resources and stands ready to support the County in preparing for, participating in, and responding to any oversight review, grantees, subrecipients, and stakeholders with navigating complex regulatory, technical, and operational challenges across the disaster recovery lifecycle.

7.1 Former HUD Disaster Recovery Leadership

- a. Professionals who helped shape national policy on CDBG-DR and CDBG-MIT programs, providing clients with unmatched insight into federal program design and compliance expectations.
- b. Frank McNally, HUD Disaster Recovery Expert
With 25 years at HUD, including as deputy director of the Office of Disaster Recovery, Frank led the rollout of the \$16 billion Disaster Relief Appropriations Act and oversaw 5,000+ federal grants. He offers unparalleled knowledge of HUD policy and CDBG-DR implementation, guiding grantees through complex compliance and operational challenges.

7.2 Experienced Former Grantee Executives

- a. Former state and local officials who have directed large-scale recovery programs and bring deep, firsthand operational knowledge of grantee roles, responsibilities, and obstacles.
- b. Adrienne Celestine, TAG Lead
A former state government executive with 10+ years leading CDBG-DR programs, Adrienne specializes in economic development, infrastructure, and housing. She is nationally recognized for her expertise in program design, underwriting, and compliance. Adrienne's collaborative style and regulatory insight help grantees build effective, compliant programs that meet local needs.

7.3 Proven Implementation Experts

- a. Industry leaders in program design, monitoring, procurement, finance, and closeout who offer practical, hands-on support across housing, infrastructure, economic development, and mitigation activities.
- b. Sean Almonte, Compliance Specialist
As a former CDBG-DR grantee during his tenure as the director of the Multifamily Storm Recovery Program for the City of New York, Sean brings a comprehensive understanding and hands-on experience managing HUD grants and implementing the programs funded by them. With a deep appreciation for the importance of the action plan in a grantee and community's recovery, Sean applies his subject matter expertise in housing and planning to guide grantees in envisioning their recovery strategies and working backwards to design programs that align with their goals.
- c. TAG supports every phase of the CDBG-DR and CDBG- MIT grant lifecycle—beginning with policy development and program design and extending through implementation, monitoring, and closeout. The team provides technical assistance in key program areas such as housing, infrastructure, community planning, financial compliance, procurement, and economic revitalization. TAG's assistance includes program design, real-time guidance, policy review, workflow development, and compliance support tailored to each client's specific structure, capacity, and needs.
- d. TAG is also the lead provider for several HUD-funded technical assistance engagements nationwide, reinforcing its credibility and leadership. TAG provides swift, tailored, and regulation-grounded solutions that enable local teams to maintain momentum and promote compliance.
- e. Beyond direct client support, TAG manages and curates the Contractor's internal knowledge base—an expansive repository of regulatory guidance, HUD waivers, best practices, templates, and staff training materials. This centralized system allows TAG to apply the latest policy updates and tested solutions to each engagement, ensuring clients remain ahead of regulatory developments and aligned with HUD's evolving priorities.
- f. In response to complex challenges, TAG delivers:
 - i. Regulatory and policy interpretations grounded in precedent, firsthand HUD perspective, and field-tested policies, procedures, and systems, and streamlining policy and procedure development by leveraging HUD-tested documents as requested by the client.
 - ii. Technical memos, white papers, and analysis to strengthen program execution.

- iii. Strategic advisory services to support program design, risk mitigation, and change management.
- iv. Performance improvement and troubleshooting assistance, often in real time, to avoid program delays.

g. Whether engaged for training, design support, or advanced issue resolution, TAG delivers consistent value through its rapid response, depth of experience, and focus on compliance-driven, community-centered outcomes. In partnership with Pinellas County, TAG will serve as a force multiplier—enhancing program effectiveness, minimizing risk, and supporting the County's commitment to sustainable, equitable recovery.

8. Crosscutting Requirements

a. The Contractor has a long-standing track record of successfully supporting clients in navigating the complex landscape of HUD and crosscutting federal requirements. The Contractor's team maintains up-to-date expertise on HUD's latest guidance. Contactor will plan, implement, and monitor processes for all major crosscutting requirements, including DOB, Section 3, Davis-Bacon and Related Acts, Environmental Review, MWBE, Fair Labor Standards Act, Copeland Anti-Kickback Act, and OSHA compliance. This support helps calculate and administer all awards and program activities correctly from the outset, minimizing the risk of errors or repayments. The compliance process typically involves using third-party data, initial and quality control reviews, and thorough documentation to guarantee accuracy and accountability. The Contractor's compliance team will confirm that each contract includes the appropriate wage determinations and that entities and contractors are bound to these requirements.

9. Technical Assistance

- a. Contactor will found the Contractor's approach to technical assistance in the Contractor's relentless pursuit of consistent and exceptional client service. The Contractor provides every CDBG-DR grantee with frequent and recurring technical assistance throughout the contract.
- b. Contactor will emphasize the crucial role of technical assistance in CDBG-DR grant administration and showcase a record of reducing noncompliance risks through comprehensive support and capacity-building services. The Contractor will be committed to building capacity and delivering comprehensive technical assistance services, positioning The Contractor as a key partner in driving the success of the County's disaster recovery programs.
- c. The Contractor Team is uniquely qualified to support grantees due to the Contractor's role as a HUD Technical Assistance provider, where the Contractor will analyze and develop official guidance on the Universal Notice. The Contractor's deep understanding of its provisions and practical application enables us to help grantees navigate compliance, align action plans, and streamline program design. The expertise ensures grantees can maximize recovery and mitigation efforts effectively and efficiently.

10. The Contractor's Proven Approach to Technical Assistance

- a. Contactor will provide custom-tailored and impactful technical assistance to the Contractor's clients using these steps:

STEP 1: Define Technical Assistance Needs: The first step is to identify the needs of the program recipients. This can be done through monitoring, surveys, interviews, focus groups, and needs assessments. This step helps in understanding the areas where the recipients need support and guidance.

STEP 2: Develop Technical Assistance Plan: Based on the needs assessment, the Contractor will develop a plan that outlines the goals, objectives, and activities to assist recipients best. The plan will identify the resources to implement the plan, such as funding, staff, and materials.

STEP 3: Provide Continuous Training and Support: The next step is to train and support recipients. This can be done through workshops, webinars, online training modules, or on-site technical assistance. Contactor will tailor the training and support to the recipients' specific needs.

STEP 4: Monitor and Communicate: It is essential to monitor the progress of the recipients and give feedback on performance. The Contractor will do this through regular check-ins, progress reports, and evaluations. Feedback is constructive and focused on areas where the recipients need to improve.

STEP 5: Modify and Adapt the Plans: Based on the feedback and evaluation, the Contractor will modify the technical assistance plan. This will ensure that the program recipients receive the support they need to achieve their goals.

STEP 6: Ongoing Technical Assistance: Technical assistance should be an ongoing process, not a one-time event. Therefore, it is essential to continue technical assistance to the recipients throughout the compliance period.

11. Approach to Program Implementation

THE PEOPLE FIRST PORTAL: A UNIFIED, HUMAN-CENTERED RECOVERY FRAMEWORK

- a. Contactor will introduce the People First Portal to reflect the County's vision for accessible, coordinated recovery. That concept now carries forward into the structure of program implementation.***
- b. The following section outlines how this framework can support the delivery of Pinellas County's CDBG-DR programs, offering a clear, applicant-centered approach that helps streamline access, improve coordination, and stay aligned with the County's people-first priorities.***
- c. The People First Portal represents a bold commitment to delivering recovery services through a human-centered, transparent, and streamlined applicant experience. CANOPY™ can serve as the foundational platform powering this vision. With its applicant-first design and end-to-end functionality tailored to CDBG-DR programs, CANOPY™ aligns seamlessly with the County's goals for accessibility, efficiency, and compliance.
- d. While the County may elect to use other technology platforms, CANOPY™ offers a fully developed, ready-to-deploy solution that can operationalize the People First Portal from day one. Its intuitive public-facing interface supports real-time communication and status tracking for applicants. At the same time, its back-end case management tools automate workflows, enable compliance, and provide at-a-glance program insights.
- e. If selected, CANOPY™ can accelerate the implementation of the People First Portal framework, reducing administrative burden while enhancing the applicant experience—at no cost to the County. It is a proven, purpose-built system that embodies the values of the People First approach and delivers results without compromise. Read more about CANOPY™ at the end of this section.
- f. The Canopy System is hosted in a secure, cloud-based environment and is SOC 2 compliant, with independently audited controls for security, availability, and confidentiality.

Our Service Level Agreement (SLA) commitments include:

Uptime Commitment: 99.5% system availability

Recovery Time Objective (RTO): HORNE has established tiers of business systems, each with defined recovery objectives:

Tier 1 (Critical Systems): RTO of 1 hour before sustaining severe impact

Tier 2 (High-Priority Systems): RTO of 24 hours before sustaining severe impact

Tier 3 (Standard Systems): RTO of 1 week before sustaining severe impact

Recovery Point Objective (RPO): backups are tiered to meet recovery objectives, ranging from 15 minutes for certain high-availability systems to 24 hours for standard environments

Data Retention: backups and retention schedules are configured to comply with data retention requirements and support recovery and audit needs.

Geographic Redundancy: systems and backups are replicated across geographically redundant U.S.-based GCC-High data centers to ensure continuity in the event of a regional disruption

Hosting Location: All production data and backup environments are hosted and maintained within the United States.

THE PEOPLE FIRST PORTAL: A UNIFIED, HUMAN-CENTERED RECOVERY FRAMEWORK

12. Project Methodology

a. The People First Portal represents a modern, process-driven model for disaster recovery, centered on the idea that a unified and consistent applicant experience produces faster, fairer, and more effective outcomes. At its core, this approach streamlines access to assistance by creating a single, coordinated entry point across all applicable CDBG-DR programs, replacing fragmented, program-specific processes with a unified structure built around the applicant's needs.

Innovative Approach

b. The Contractor proposes including disaster relief reimbursement and homebuyer assistance applicants in the People First Portal. By centralizing these services within the People First Portal, Contractor will be committed to delivering a unified and seamless experience for everyone.

c. Including Homebuyer Assistance and Disaster Relief Reimbursements in the People First Portal means these crucial recovery programs can launch simultaneously with the Contractor's construction-focused programs, allowing County residents immediate access to the recovery path that best suits their needs.

d. Rather than forcing residents to navigate multiple systems or start from scratch for each program, the People First Portal framework creates a common pathway that is intuitive, efficient, and service-oriented. Case managers guide applicants through a standardized set of steps—from outreach and intake through eligibility review, award, and closeout—while tailoring support based on the household's specific circumstances and recovery goals.

This approach is designed to:

- i. Streamline processes by aligning program workflows under a common structure, eliminating duplication and delays.
- ii. Promote efficiency and consistency through shared checkpoints such as eligibility, environmental review, and disbursement procedures.
- iii. Support compassionate delivery by building in human touchpoints throughout the recovery process.

e. What makes the People First model novel is its fusion of regulatory compliance and human-centered design. It recognizes that while programs differ in scope and eligibility, the pathway to recovery should feel seamless and accessible. The following sections describe how this shared framework is applied across the implementation lifecycle, with tailored considerations based on program-specific needs.

f. The sections below describe the Contractor's approach for implementation of each step in the process. Be on the lookout for program icons to indicate which program(s) will pass through each phase.

	Homeowner Rehab/Recon	Local Landlord	Homeowner Reimbursement	Disaster Relief Payments	Homebuyer Assistance
Intake and Awards	Outreach	X	X	X	X
	Application	X	X	X	X
	Eligibility Review	X	X	X	X
	Damage Inspection and/or DOB	X	X	X	X
	Underwriting				X
	Environmental Review	X	X	X	X
	Award	X	X	X	X
Implementation	Disbursements		X	X	X

	Pre-Construction	X	X			
	Construction	X	X			
	Closeout	X	X	X	X	X

Outreach

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

g. Outreach is the first step in establishing awareness, trust, and participation across all CDBG-DR programs. The Contractor's approach is rooted in structured engagement strategies that align with the Action Plan's goals while delivering targeted, program-specific visibility.

h. Contactor will begin with a detailed outreach plan developed in coordination with Pinellas County. This plan outlines key messaging, priority audiences, geographic focus areas, and a schedule of engagement activities. The Contractor will collaborate with the County Communications team to design initial messaging to be clear, actionable, and program-agnostic, encouraging households to enter through the People First Portal without needing to pre-identify a specific program.

i. The Contractor's outreach strategy integrates multiple channels for broad coverage:

- a. Community-based events co-hosted with trusted local partners to promote awareness and offer assisted application intake.
 - i. Digital outreach, including a central recovery website, social media, and geo-targeted ads
 - ii. Print and broadcast media, including mailers, flyers, and public service announcements.
 - iii. Direct engagement, such as door-to-door canvassing and pop-up events in impacted communities.
 - iv. Referral coordination with community-based organizations, housing counselors, and legal aid providers.
 - v. Using existing databases like FEMA Individual Assistance/National Flood Insurance Program, Small Business Administration (SBA), and other program participants, such as those in non-congregate shelters or disaster case management programs.

j. Importantly, all outreach activities are coordinated with the People First Portal. Outreach materials direct applicants to the Portal as the single point of entry, regardless of which program they may ultimately be eligible for. Events and communications are designed to emphasize that residents do not need to know which program fits their situation—the system and assigned case managers will help make that determination after intake.

k. The Portal also supports a data-driven approach to applicant targeting. Using geospatial data, FEMA and SBA records, damage assessments, and census-based indicators, the system enables proactive outreach to households in the most impacted and distressed areas. This approach aligns resources with documented unmet needs and focuses outreach efforts on communities with the highest concentrations of storm-related damage, social vulnerability, or barriers to recovery. Case managers are equipped with this data to support strategic engagement and prioritize follow-up with applicants who may be eligible but have not yet applied.

l. Outreach activities are also responsive to program-specific considerations. For example:

- i. For Single-Family Housing Rehabilitation and Reconstruction, outreach will focus on substantially damaged homes, particularly those where FEMA or insurance assistance was insufficient to cover repair or elevation costs. Messaging will also highlight the availability of elevation, mitigation, and code compliance improvements.
- ii. For Disaster Relief Payments (DRPs), efforts will focus on residents with documented disaster-related losses who may not qualify for more complex assistance programs.

- iii. For Reimbursement, outreach will prioritize homeowners who have already completed eligible repairs using private resources
- iv. For Local Landlords, outreach will focus on small-scale rental property owners in impacted areas, emphasizing the preservation of affordable housing.
- v. For Homebuyer Assistance, efforts will target income-eligible residents currently renting and wishing to transition to ownership in areas identified for recovery and stabilization in partnership with housing counseling and community-based lenders.
- m. Throughout the process, data from outreach efforts are tracked and analyzed. This data includes engagement rates, application starts, and demographic reach. Contactor will regularly share these results with the County Communications team to refine targeting, expand into underrepresented areas, and align the outreach effort with program goals and unmet needs data.
- n. The Contractor will not treat outreach as a one-time event. It is sustained and adaptive throughout the program to support application waves, program amendments, or funding reallocations. At the direction of the County Communications team, the Contractor's team coordinates closely with County staff to ensure messages are current, policy-aligned, and tied to real-time program capacity. By integrating outreach directly with case management and the People First Portal, Contactor will ensure that interest quickly becomes action—and that every interested household has a clear, supported path into the recovery process.
- o. Additionally, the Contractor will work with the County Communications Team to conduct user experience testing before Portal implementation to ensure the Portal functionality matches the messaging and communication.

Accelerated Results

- p. Strategically targeting outreach to priority populations jumpstarts recovery by quickly filling program pipelines with applications more likely to be eligible.***

Application

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

- q. The application process is initiated through the People First Portal using a standardized intake form that captures essential eligibility information across all programs. Applicants can apply independently or receive assistance through trained staff at outreach events, intake centers, partner sites, or by phone.

- r. The Portal collects core data points such as household information, occupancy or ownership status, storm-related impacts, income, and prior assistance, then routes the application for case manager assignment. Case managers begin immediate file review, supporting applicants in uploading documentation and addressing gaps. This early engagement improves quality and reduces processing delays.

People First Portal

A singular access point and dedicated case management support for recovery programs reduce barriers for applicants and make recovery accessible.

- s. Contactor will embed program-specific requirements into the workflow through dynamic logic. For example, applicants who indicate completed repairs may trigger reimbursement-specific fields, while those reporting damage initiate pathways that lead them down a repair/reconstruction pathway. All workflows remain anchored in a unified applicant experience.

- t. The application is more than a data intake point—it is the foundation for eligibility, program alignment, and effective case management. This approach accelerates applicant's introduction to how the program will operate, and supports consistent, compliant program delivery by simplifying the front end while maintaining precision on the back end.

13. *Eligibility Review*

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

a. Eligibility determination is a foundational step in directing recovery assistance to households and properties that meet the specific requirements outlined in each program. Upon submission, each application undergoes a structured review process that includes document verification, system-based logic checks, and case manager validation to ensure compliance with the eligibility criteria defined in the CONTRACTOR's custom-built grant management system, HORNE CANOPY™.

b. While eligibility requirements vary by program, the approach remains consistent: ensure fairness, streamline determinations, and maintain full alignment with HUD regulatory expectations. Contactor will apply eligibility criteria systematically through the People First Portal, which will be reinforced by trained case management staff.

c. Each program's eligibility framework includes the following:

- i. Housing Rehabilitation and Reconstruction: Applicants must demonstrate that the storm-damaged structure was their primary residence during the disaster, provide verifiable proof of ownership, and submit documentation of physical damage attributable to Hurricanes Idalia, Helene, or Milton.
- ii. Reimbursement Program: Applicants must present evidence of completed disaster-related repairs conducted after the event, depending on program policies, this can be done via cost-estimating software such as Xactimate, or via submission of itemized invoices including proof of payment, and before/after photos. Work must meet program standards and environmental compliance thresholds to qualify.
- iii. Disaster Relief Payments: Applicants must substantiate disaster-related financial impacts not fully addressed by other funding sources. Depending on the program structure and funding constraints, additional eligibility filters, such as income thresholds or housing status, may apply.
- iv. Homebuyer Assistance: Applicants must qualify as first-time homebuyers under HUD definitions, demonstrate income eligibility based on household size, and meet additional program requirements such as property location, underwriting, and affordability standards.
- v. Local Landlord Assistance Program: Applicants must provide documentation verifying ownership of eligible small rental properties, demonstrate that units contracted will be impacted by the storm, and agree to participate in affordability requirements for a designated compliance period.

d. The Contractor assesses eligibility through a combination of system-enabled logic and manual review. The People First Portal will be configured to pre-screen applicants based on location, program thresholds, and application completeness. Case managers then validate and certify eligibility determinations, ensuring a compliant and auditable process across all recovery programs.

f. This layered review process minimizes error rates, reduces processing time, and provides applicants with a clear understanding of their eligibility status while safeguarding the integrity of program delivery.

14. *Damage Inspection and/or Duplication of Benefits Review*

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

a. As part of the Contractor's proposed approach, the Contractor will integrate inspections and duplication of benefits (DOB) reviews into a single, streamlined verification step, where applicable. While DOB checks are required for all programs, the Contractor's team will conduct inspections only where program policy or documentation needs require it. The Contractor's team will coordinate scheduling, fieldwork, and case management through the People First Portal to maintain efficiency, data integrity, and applicant communication.

b. The Contractor's program-specific approach includes the following:

- i. Housing Rehabilitation/Reconstruction and Local Landlord Assistance: Inspections will verify storm-related physical damage, support environmental and construction scoping, and confirm compliance triggers. DOB reviews will identify all sources of recovery assistance to determine eligible unmet needs.
- ii. Reimbursement: Contractor will conduct inspections to verify completed repairs, confirm code compliance, and validate that work aligns with claimed expenses. DOB checks will ensure that no costs have already been reimbursed through FEMA, SBA, insurance, or other sources.
- iii. Disaster Relief Payments: No property inspections are anticipated. The Contractor's team will verify DOB through applicant disclosures and disclosures and incurred costs documentation as described in the program's policies and procedures, and cross-checks.
- iv. Homebuyer Assistance: Inspections are not typically required unless underwriting triggers further verification. DOB reviews will be conducted to ensure no other duplicative assistance, such as local or state home purchase assistance, is available to the applicant.

c. This approach ensures all assistance is accurately documented, policy-compliant, and delivered in a way that respects applicant time and maximizes field efficiency.

Accelerated Results

d. The Contractor's proprietary inspection mobile app allows inspectors to schedule appointments based on geography, reducing travel time and allowing for more completed inspections daily. The app was recognized as the winner of Out systems' 2021 innovation awards.

- e. All inspection data— software valuations, photos, annotated forms, floor plans, and narrative notes—are uploaded directly to the applicant's record, seamlessly integrating with DOB reviews and downstream workflows, such as environmental clearance, cost verification, and construction planning.
- f. For all applicants, Contractor will finalize DOB determinations before award and communicate and document any reductions or denials due to duplication, understandably and transparently. Contactor will work closely with the applicant to explain their options to the extent that exclusions can be applied, or DOB can be offset by other means.
- g. The inspection process includes internal QA/QC, escalation protocols, and coordination with environmental and construction teams to avoid downstream delays. Contactor will prioritize the deployment of inspectors by readiness, geography, and urgency for efficient field operations.
- h. This integrated inspection approach promotes thorough, timely damage verification that directly supports program eligibility, environmental clearance, and scope development while maintaining a consistent applicant experience.

15. Underwriting

Homebuyer Assistance

- a. Underwriting is conducted exclusively for the Homebuyer Assistance program. This step confirms that applicants meet purchase-related eligibility criteria and that the level of assistance aligns with program limits, household needs, and applicable cost thresholds.
- b. Once eligibility is confirmed, underwriting staff review the purchase contract, income documentation, and financing terms. The review verifies that the property meets program requirements, that total household income is within allowable limits, and that the requested assistance amount complies with underwriting standards. These standards include ensuring the award fills a defined affordability gap and supports sustainable homeownership.
- c. The People First Portal manages the process using standardized templates and built-in calculations to ensure consistency. Contactor will review all underwriting determinations for completeness, accuracy, and compliance before approval and award execution.

d. No underwriting is performed for other programs, as assistance levels for those are determined through alternative mechanisms such as verified loss documentation, scopes of work, etc.

e. This targeted approach ensures strong financial oversight where it is most relevant without introducing unnecessary steps into programs that do not require this layer of review.

16. Environmental Review

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

a. Environmental review is required for all programs funded under the action plan and is conducted in accordance with 24 CFR Part 58. While the level of review varies by activity, each file must undergo environmental clearance before funds are obligated or disbursed.

b. Pinellas County serves as the responsible entity and leads the environmental review process, including determinations, documentation, and required consultations. The People First Portal flags environmental review as a required step for every application and integrates review outcomes directly into the applicant record.

c. For the housing rehabilitation/reconstruction, local landlord, and reimbursement programs, the County will use a tiered environmental review approach. This approach allows program-wide compliance elements, such as floodplain management, endangered species, and historic preservation, to be evaluated broadly, with site-specific reviews conducted as individual properties are identified. This structure improves efficiency while addressing all federally required factors before construction proceeds.

d. Other programs, such as DRPs and HBA, typically fall under exempt or categorically excluded not subject to classifications. These reviews are still documented per HUD guidelines and verified within the system before award issuance.

e. All environmental determinations are stored within the applicant file and are subject to internal QA/QC review. The system enforces programmatic holds to prevent any funding obligation or construction activity from occurring before environmental clearance.

f. By embedding environmental review directly into the program workflow and tailoring the level of review to the activity type, this approach ensures regulatory compliance while maintaining operational efficiency across all programs.

17. Award

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

a. Once eligibility, duplication of benefits, environmental review, and, where applicable, underwriting are complete, the award phase begins. This step formalizes the assistance offered to the applicant and establishes the terms under which funds will be provided. The People First Portal generates award letters, manages applicant acceptance, and tracks the execution of agreements across all programs.

b. Each program has a tailored award structure:

- i. Housing Rehabilitation/Reconstruction and Local Landlord: The award includes a detailed scope of work, estimated construction cost, and conditions related to contractor assignment, permitting, and post-construction compliance.
- ii. Reimbursement: The award documents the verified eligible expenses and amount to be reimbursed, along with proof of payment (as applicable) and compliance with program standards.
- iii. Disaster Relief Payments: The award is issued as a fixed-dollar relief payment based on documented hardship and loss in alignment with program caps.

- iv. Homebuyer Assistance: The award outlines the financial assistance amount, property eligibility, affordability period (if applicable), and the terms of lien or recapture provisions.
- c. Applicants receive an electronic or physical award notification, and case managers walk them through the contents and next steps. The system captures applicant acceptance and requires signatures, ensuring all conditions are met before disbursement or contractor assignment. All award data is stored within the People First Portal and automatically structured for DRGR reporting. Files are reviewed for completeness and flagged for any outstanding documentation before the release of funds.
- d. This standardized yet program-flexible approach to awarding ensures compliance, transparency, and applicant clarity at the point of commitment while maintaining internal control over program funds and eligibility determinations.

18. Disbursements

Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

- a. Disbursements are made after award acceptance and following program-specific requirements. The People First Portal tracks all disbursement activity, ensuring that payments are only released when all conditions are met and the required documentation is in place. This method complies with HUD regulations and Pinellas County financial controls.
- b. Only programs that offer disbursements directly to beneficiaries pass through the disbursement phase. Programs like the Local Landlord and Homeowner Reconstruction program, where the County pays a vendor to provide services on the applicant's behalf, do not move through this phase. Rather, services are paid for and funds are disbursed via the invoice process directly to service providers.

Each program follows a tailored disbursement structure:

- i. Reimbursement disbursements are issued as a one-time payment once documentation of eligible costs and proof of payment have been verified and award conditions are satisfied.
- ii. DRPs are processed as direct, one-time payments, following a streamlined workflow with limited supporting documentation once eligibility and award determinations are finalized.
- iii. Homebuyer Assistance disbursements are coordinated with real estate closing agents. They are released directly at closing, subject to verification of purchase contract terms, property eligibility, and any lien or affordability requirements.
- c. Contractor will track all payments within the Portal, with automated flagging of required documentation and real-time status visibility for program staff and case managers. Financial transactions are reconciled against internal ledgers and prepared for DRGR reporting and audit purposes. If the County desires, the Contractor can issue payments directly to applicants on the County's behalf.

People First Portal

d. The Contractor recognizes that vulnerable households face different levels of financial literacy—and that some may not have access to traditional banking services. The Contractor offers a flexible and inclusive payment solution to deliver the support every eligible survivor needs. The Contractor's approach includes multiple disbursement methods such as ACH deposits, electronic funds transfer, pre-paid debit cards, and secure digital options like Zelle, empowering households to access assistance in the best way for them.

- e. The Portal enforces internal controls to prevent premature or duplicate disbursements. Payment workflows include multi-level approval, supporting document validation, and batch reconciliation before funds are released.
- f. This structured and program-specific approach ensures that disbursements are timely, fully documented, and in alignment with program compliance requirements and County financial policies.

19. Pre-Construction

Homeowner Rehab/Recon | Local Landlord |

- a. The pre-construction phase applies to programs involving physical rehabilitation or construction and serves as the bridge between award issuance and the start of on-site activity. This step ensures that all regulatory, technical, and logistical requirements are satisfied before construction begins.
- b. Within the program matrix, pre-construction applies to the Housing Rehabilitation/Reconstruction and Local Landlord programs.
- c. For these, the People First Portal tracks completion of required pre-construction documentation and milestones, including:
 - i. Final scope of work review and acceptance
 - ii. Contractor assignment
 - iii. Building permits and local approvals
 - iv. Lead-based paint, asbestos, or other hazard clearance, as applicable
 - v. Execution of construction agreements and applicant consent forms
 - vi. Pre-construction conferences with applicants, contractors, and program staff

People First Portal

a. A pre-construction meeting helps align expectations by clearly outlining what the program will provide, what responsibilities the homeowner will need to maintain during construction, and the anticipated timeline for key milestones. By discussing these details upfront, the meeting reduces confusion, builds trust, and ensures everyone understands their role—supporting a smoother, more predictable construction process.

b. Case managers work with general contractors to coordinate this step using a standardized checklist embedded in the system. The Contractor's team resolves any outstanding environmental review or compliance issues before the project is authorized to proceed. The Portal prevents transition to the construction phase until all pre-construction requirements are met and verified.

c. This structured checkpoint helps mitigate risk, ensure readiness, and align all stakeholders before construction mobilization. It also verifies project consistency, protects applicants, and supports timely completion.

20. Construction

Homeowner Rehab/Recon | Local Landlord |

- a. The construction phase applies to programs involving physical repair or reconstruction of housing units, which, under the People First Portal matrix, include the Housing Rehabilitation/Reconstruction and Local Landlord programs.
- b. Once pre-construction requirements are met, the project enters active construction. The People First Portal tracks each project's progress through milestones, including start date, completion percentage, inspections, change orders, and final walkthroughs. Contractors are required to follow the approved scope of work and meet applicable code, permitting, and program standards.
- c. Program staff conducts site inspections to verify progress and confirm work is consistent with the approved scope and specifications. All inspections are documented in the system, with photos, inspector notes, and compliance verifications uploaded directly to the applicant record. Construction managers monitor construction timelines and address any issues during implementation, including delays, material substitutions, or contractor disputes. Disbursements are tied to verified milestones (50% completion and 100% completion), and the system enforces holds if any required documentation, approvals, or verifications are missing.
- d. This structured approach ensures accountability, maintains quality, and keeps applicants informed throughout construction. It also supports timely closeout by building a complete record of project implementation from mobilization through completion.

21. CONSTRUCTION PROCUREMENT

- a. The Contractor will have succeeded in procuring general contractors following all federal procurement requirements under 2 CFR 200 to support disaster recovery. The Contractor Team will use this experience to procure licensed Florida contractors with performance-based construction contracts. Contractor will encourage local and small business participation through the bid process, adhering to full and open competition, Davis-Bacon, Section 3, and all federal, state, and local requirements.
- b. The Contractor's general contractor procurement process begins with developing a clear scope of work that outlines project requirements, timelines, and deliverables. The process follows all applicable federal procurement regulations, including 2 CFR 200, emphasizing transparency, efficiency, and accountability. Qualified contractors are identified and encouraged to participate through open and competitive bidding, focusing on engaging local and small businesses. Proposals are evaluated using predefined criteria, and performance-based contracts are awarded to ensure quality, timeliness, and customer service.
- c. The Contractor utilizes tools such as a general contractor scorecard to maintain consistent standards and consolidates processes to shorten the timeline from contractor assignment to project completion. Throughout the process, the Contractor complies with all regulatory requirements, maintains rigorous documentation for audit readiness, and holds contractors accountable through clear performance standards and regular oversight.
- d. This approach enables the efficient delivery of projects while managing costs and mitigating risks of non-compliance or supply chain issues.

22. CONSTRUCTION SCORECARD

- a. The Contractor will quickly adapt a performance scorecard to evaluate the general contractor's performance based on both speed and quality. The scorecard will utilize a higher score to signify superior performance. This comprehensive assessment will serve as the foundation for the incentive program designed for the general contractors. As part of the incentive program, Contactor will award high-performing, top-scoring contractors with additional construction assignments. This scorecard ensures that Pinellas County residents are served only by the best.

23. Closeout

Homeowner Rehab/Recon | Local Landlord | Homeowner Reimbursement | Disaster Relief Payments | Homebuyer Assistance

- a. Closeout ensures that each program file is complete, compliant, and ready for monitoring or audit. While the activity level varies by program, this step is required for all files and is tracked in the People First Portal. Closeout of individual cases occurs during the lifetime of the programs, with minimal programmatic-level closeout required at the end
- b. For Housing Rehabilitation/Reconstruction and Local Landlord, closeout includes final inspections, lien releases, and warranties collection, verification that construction was completed according to scope and code, and applicant acknowledgment of completion. Program staff confirm that all disbursements are fully documented and no outstanding work remains.
- c. For Reimbursement, DRPs, and Homebuyer Assistance, most required documentation is collected and verified at the time of award. Closeout for these programs verifies that files are complete, properly categorized, and meet all HUD and County documentation standards. No additional beneficiary action is typically required post-award.
- d. The Portal supports closeout by generating a tailored checklist based on program type and preventing file closure until all required elements are uploaded and verified. Once complete, the file is locked for reporting and retained following federal and local records policies.
- e. Contactor will use this process to document all assistance properly, comply with program rules, and be ready for audit, monitoring, or future review.

□24. ECONOMIC DEVELOPMENT PROGRAMS

a. Consistent with the People First Portal concept, Contactor will design the Contractor's technical approach for economic development programs to deliver high-impact, equitable, and compliant economic recovery for disaster-impacted small businesses and nonprofit organizations. The Contractor's phased methodology for intake and award, implementation and oversight, and closeout delivers timely support to program participants while meeting HUD's regulatory requirements and Pinellas County's "People First" goals.

	Non-Profit	For Profit
Intake and Awards	Outreach	X
	Application	X
	Eligibility Review	X
	Underwriting	X
	Ranking/Selection	X
	DOB Verification	X
	Award Selection	X
	Agreement Execution	X
Implementation and Oversight	Disbursements	X
	Technical Assistance & Monitoring	X
	Cost Verifications	X
	National Objective Documentation	X
	Closeout	X

25. Outreach

Non-Profit | For Profit

a. The Contractor will collaborate with the County's Communication Team to deploy a coordinated, proactive outreach strategy to build awareness of both programs, ensure equitable access, and foster participation by eligible applicants. At the direction of the County's Communication Team, Contractor will tailor outreach to small businesses and nonprofits' unique needs and focus on those serving or located in low-and moderate-income (LMI) communities. Contactor will align all outreach activities with the People First framework for streamlined engagement, data tracking, and centralized application access.

- i. Small Business: In collaboration with the County's Communication Team, Contractor will support the County in distributing targeted outreach materials through chambers of commerce, merchant associations, small business development centers, and neighborhood coalitions. Messaging will emphasize assistance for working capital, commercial repairs, equipment replacement, and job retention. Events and digital campaigns will be geo-targeted to reach storm-impacted areas with high concentrations of small business activity.
- ii. Nonprofit: In collaboration with the County's Communication Team, Contactor will coordinate with philanthropic networks, nonprofit intermediaries, and regional alliances to reach mission-driven organizations serving LMI populations. Messaging will highlight support for continuity of essential services, repairs to damaged facilities, and operational sustainability. Outreach will include bilingual materials, virtual information sessions, and in-person engagement through trusted community partners.

26. Application

Non-Profit | For Profit

- a. Applicants will submit program-specific applications via a streamlined intake process. The Contractor will develop and maintain standardized application packages outlining eligibility criteria, required documentation, and program expectations.
- b. Competitive scoring will be applied to ensure resources are prioritized based on program guidelines.
 - i. Small Business: Applications will collect data on business interruption, revenue loss, workforce impact, and physical damage. The Contractor will provide digital upload tools and responsive technical assistance to ensure small businesses, especially sole proprietors and underserved entrepreneurs, can complete submissions.
 - ii. Nonprofit: Application fields will focus on facility conditions, service disruptions, populations served, and program delivery gaps. The Contractor will offer virtual and in-person support to assist applicants, including smaller and volunteer-led nonprofits, in navigating the application process, ensuring equity of access across organizational sizes and capacities.

27. Eligibility Review

Non-Profit | For Profit

- a. The Contractor will conduct initial eligibility reviews using standardized checklists tailored for small businesses and nonprofits. These reviews will assess compliance with program criteria and flag incomplete or non-qualifying submissions for resolution.
- b. All eligibility determinations will be guided by the official program guidelines and requirements defined by Pinellas County.
 - i. Small Business: Applicants must typically meet SBA size standards, document disaster-related losses, and demonstrate unmet needs not addressed by insurance, SBA loans, or other sources. Additional eligibility criteria established by the County may also apply. The Contractor reviews and documents all applicable requirements, with system prompts and case manager support to guide businesses through clarifications.
 - ii. Nonprofit: Organizations are generally expected to be registered 501(c)(3) or (19) entities, serve predominantly LMI areas or populations, and show either operational continuity or capacity to resume service delivery. The Contractor will incorporate any additional County-defined eligibility criteria into the review process. The Contractor will document eligibility determinations in compliance with HUD requirements, County policies, and specific program guidance.

28. Underwriting

Non-Profit | For Profit

- a. The Contractor will implement a rigorous underwriting process consistent with HUD's cost reasonableness standards and 24 CFR 570 Appendix A. The Contractor will standardize review methodologies across applicant types, incorporating financial risk analysis and project viability assessments into each file.
 - i. Small Business: Documentation such as financial statements, disaster-related losses, job projections, and proposed use of funds will be evaluated for feasibility. The Contractor will maintain clear underwriting criteria that balance program compliance with flexible support for viable recovery plans.
 - ii. Nonprofit: Full underwriting will assess financial sustainability, scope validity, and long-term operational outlook for capital improvement awards. Operating grants will undergo streamlined budget reviews, emphasizing service continuity and community benefit.

29. *Ranking/Selection*

Non-Profit | For Profit

a. All eligible applications will be scored and prioritized through a transparent, competitive selection process. The Contractor will develop program-specific scoring rubrics aligned with federal benefit standards, equity considerations, and the County's strategic recovery objectives. These rubrics will include quantitative and qualitative factors to evaluate each application holistically. The Contractor's review process will consist of a structured scoring workflow with documented justifications for each score, reviewer comments, and audit-ready documentation. The evaluation framework will be flexible enough to reflect updates to County priorities while remaining compliant with HUD requirements.

- i. Small Business: Scoring criteria will generally include the severity of disaster impact, geographic vulnerability, benefit to LMI residents, job creation or retention potential, and readiness to proceed. Additional evaluation metrics defined by Pinellas County may be incorporated to reflect local recovery priorities and policy goals. The Contractor will apply these criteria consistently to ensure fairness and alignment with the County's vision.
- ii. Nonprofit: Applications will be evaluated based on the continuity of essential services, demographic reach, equity of impact, and organizational capacity. Other program-specific considerations established by Pinellas County will also be used to assess nonprofit applications and prioritize awards.

30. *Duplication of Benefits Verification*

Non-Profit | For Profit

a. The Contractor will apply HUD's DOB framework per the Universal Notice and 2019 DOB Guidance. Contactor will review FEMA, SBA, insurance, and other assistance data, combining applicant disclosures with third-party verification when possible. A tiered DOB review protocol ensures awards do not exceed unmet needs while allowing applicants to clarify potential discrepancies.

- i. Small Business: Applicants must disclose all prior assistance. The Contractor will analyze SBA loan data, insurance proceeds, and grants to determine remaining unmet needs.
- ii. Nonprofit: Includes review of insurance payouts, government grants, and private funding received post-disaster. Adjustments will be made to avoid duplication.

31. *Award Selection*

Non-Profit | For Profit

a. Once eligibility, underwriting, and DOB clearance are complete, the Contractor will prepare award letters detailing funding amounts, eligible activities, and compliance conditions. Contactor will deliver these letters, guidance documents, and onboarding materials via the Contractor's secure case management system.

- i. Small Business: Awards may cover working capital, repairs, and equipment. The Contractor will apply program caps and eligibility filters.
- ii. Nonprofit: Awards may support capital improvements or service continuity. The Contractor will coordinate with the County to determine subrecipient designation where applicable.

32. *Agreement Execution*

Non-Profit | For Profit

a. The Contractor will facilitate the execution of grant or forgivable loan agreements using pre-approved templates. All agreements will outline terms related to eligible uses, performance benchmarks, national objective compliance, and recapture provisions. Required documentation—such as good standing certificates, insurance, and ACH forms—will be verified before contract execution.

- i. Small Business: Agreements will outline terms based on job creation/retention metrics or compliance milestones. Contactor will validate the required documentation, such as insurance, licenses, and ACH details, before execution.

- ii. Nonprofit: Agreements may be grant-based or structured as subrecipient contracts under 2 CFR 200, depending on activity scope.

33. Disbursements

Non-Profit | For Profit

- a. As outlined in the program guidelines, the Contractor will manage disbursements based on fixed-price, reimbursement, or milestone-based structures. Before payment, the Contractor's financial team will validate requests against eligible costs, documentation, and 2 CFR 200 cost principles to prevent fraud or misuse.

34. Technical Assistance & Monitoring

Non-Profit | For Profit

- a. The Contractor provides continuous, person-centered technical assistance to funded businesses and nonprofits. Technical assistance includes individualized coaching, guidance on eligible expenses, and support with compliance documentation. Both desk-based and onsite monitoring activities will verify program adherence and help awardees achieve intended outcomes. The Contractor will design the Contractor's monitoring to be corrective and capacity-building.

35. Cost Verifications

Non-Profit | For Profit

- a. The Contractor will validate costs against approved scopes using a structured review process. Contractor will review invoices, receipts, and supporting documentation for compliance with 2 CFR Part 200 cost principles. Each verification will confirm that expenditures are reasonable, necessary, and properly allocated.

- b. The Contractor's team will document findings in the applicant record, and unresolved issues will trigger technical assistance or corrective actions. This method confirms that all costs meet federal standards and support the intended recovery outcomes.

36. National Objective Documentation

Non-Profit | For Profit

- a. The Contractor will support each award with the appropriate documentation for the applicable CDBG-DR National Objective. Examples include:

- i. Low/Moderate Income Jobs (LMJ): Job creation affidavits, employee income certifications.
- ii. Low/Moderate Income Area Benefit (LMA): GIS overlays and address mapping.
- iii. Limited Clientele Benefit (LCB): Intake forms and service records.
- iv. Urgent Need: Impact statements and documentation of post-disaster conditions.

- b. All documentation will be securely maintained and prepared for export to the County's system of record (Canopy) and DRGR.

37. Closeout

Non-Profit | For Profit

- a. The Contractor will lead a comprehensive closeout process to ensure all awards meet HUD compliance standards, national objective requirements, and program performance expectations. Each case will undergo a final compliance review to confirm eligible fund usage, agreement adherence, and completion of deliverables—such as job creation, service restoration, or facility rehabilitation. The Contractor's team will reconcile financial records, resolve any discrepancies, and prepare a final expense summary with supporting documentation.

- b. Closeout files will include executed agreements, performance data, DOB resolution records, and all supporting evidence necessary for HUD monitoring and DRGR reporting. The Contractor will upload these to the County's system of record (Canopy) and submit structured closeout data for DRGR integration.

c. To support continuous improvement, Contactor will facilitate a post-closeout debrief with County staff, documenting lessons learned, best practices, and recommendations to enhance future recovery programs.

38. MITIGATION PROGRAMS

a. The Contractor proposes a phased and structured approach to implement the Mitigation Planning and Infrastructure Programs, combining proactive technical support, competitive project selection, and rigorous compliance oversight. The Contractor will design this approach to support the County and eligible jurisdictions in building a pipeline of strategic, risk-reducing infrastructure investments based on sound mitigation planning. The Contractor's process is grounded in best practices from prior CDBG- MIT and CDBG-DR programs and tailored to meet the requirements outlined in the County's Action Plan and this solicitation.

b. Contactor will propose the following program phases to guide the implementation lifecycle—from planning to infrastructure execution.

		Mitigation
Planning	Outreach / Technical Assistance	X
	Planning Agreement Execution	X
	Plan Development	X
Project Completion	Notice of Funding Availability (NOFA)	X
	Ranking/Selection	X
	DOB Verification	X
	Award Selection	X
	Agreement Execution	X
Implementation	Pre-Construction	X
	Disbursements	X
	Technical Assistance & Monitoring	X
	National Objective Documentation	X
	Closeout	X

39. Outreach / Technical Assistance

Mitigation

a. The Contractor will deploy a proactive and collaborative outreach strategy to engage all eligible jurisdictions (excluding the City of St. Petersburg) in the mitigation programs' planning and infrastructure components. Contactor will develop a detailed outreach plan with County staff and Communication staff that includes messaging, engagement timelines, and targeted outreach to communities with high social vulnerability and documented hazard exposure.

b. Outreach activities will include:

- i. Customized communications tailored to local hazard risks and demographics.
- ii. Coordination with County communication channels and local governments.
- iii. Engagement with underserved and historically marginalized communities.
- iv. Stakeholder outreach through regional planning councils and municipal associations.

c. Technical assistance will begin immediately and continue throughout the program lifecycle. Contactor will offer Contactor webinars, one-on-one consultations, and open office hours to help jurisdictions understand program objectives, eligibility requirements, and HUD regulations. This early investment in outreach and education prepares jurisdictions to participate and submit high-quality planning and infrastructure proposals.

40. Planning Agreement Execution

Mitigation

a. To initiate participation in the planning program, the Contractor will support the County in structuring and executing agreements with interested jurisdictions. These agreements will clearly define deliverables, timelines, and compliance expectations. The Contractor will ensure the agreements conform with HUD requirements and are structured to support:

- i. Uniform documentation of eligible planning activities.
- ii. Allowable cost tracking aligned with 2 CFR Part 200.
- iii. Performance milestones for completion of mitigation plans.

41. Plan Development

Mitigation

a. During the plan development phase, the Contractor will provide expert guidance and hands-on support to participating jurisdictions to develop their local mitigation plans. The Contractor will act as an extension of the Pinellas County team, using the Contractor's deep experience with the planning process and state and federal regulations to help navigate the compliance landscape efficiently.

b. Technical support will include:

- i. Conducting local hazard and vulnerability assessments.
- ii. Facilitating public meetings and stakeholder workshops.
- iii. Developing measurable mitigation goals and prioritized strategies.
- iv. Integrating equity, climate resilience, and infrastructure risk principles.
- v. Ensuring alignment with FEMA's Local Mitigation Planning Handbook.

42. Notice of Funding Availability (NOFA)

Mitigation

a. Once local mitigation plans are complete and approved, the Contractor will assist the County in drafting and releasing a competitive NOFA for infrastructure project funding. The NOFA will be informed by planning outcomes and designed to prioritize projects that address the most significant vulnerabilities and risks. Contactor will work with the County to establish a transparent framework that defines application requirements, scoring criteria, and threshold eligibility. The Contractor will support public release, applicant briefings, and individualized technical support to assist jurisdictions in developing strong proposals.

43. Ranking/Selection

Mitigation

a. The Contractor will facilitate a robust review and selection process for infrastructure applications submitted under the NOFA.

b. The Contractor will support the County in assembling a scoring panel and applying a scoring rubric that reflects priorities such as:

- i. Project readiness and feasibility
- ii. Risk reduction potential
- iii. Benefit to vulnerable populations

- iv. Use of non-CDBG funding sources
- v. Long-term resilience and sustainability

c. Additional evaluation factors identified by the County will be integrated into the process to ensure alignment with local goals. The Contractor's team will manage documentation of reviewer scores, evaluation justifications, and audit-ready selection files.

44. DOB Verification

Mitigation

a. Before awards are finalized, the Contractor will conduct DOB reviews to ensure that requested infrastructure funding does not duplicate other assistance sources. The Contractor's team will collect applicant disclosures, analyze FEMA, SBA, and insurance data, and apply federally compliant offset protocols. The Contractor will document DOB determinations in accordance with HUD's 2019 DOB Notice and Universal Notice, allowing for applicant response or clarification as needed.

45. Award Selection

Mitigation

a. Following DOB clearance, the Contractor will work with the County to confirm final project selections and award amounts. The Contractor will ensure that awards align with evaluation scores, funding availability, and national objective requirements. Award letters will outline the approved project scope, funding terms, and applicable compliance expectations.

Agreement Execution

Mitigation

a. The Contractor will assist the County in drafting and executing implementation agreements with awarded jurisdictions. These agreements define the project scope, draw conditions, performance expectations, and federal compliance requirements. The Contractor will ensure agreements are structured to support project delivery, minimize delays, and meet HUD documentation and monitoring standards.

46. Pre-Construction

Mitigation

a. Before project launch, the Contractor will guide jurisdictions through all readiness steps, including:

- i. Environmental Review: Completion of environmental reviews under 24 CFR Part 58 and the National Environmental Policy Act (NEPA).
- ii. Design and Permitting: Support for final design approvals and local/state permit processes.
- iii. Procurement Validation: Review of procurement documentation for compliance with 2 CFR 200.317–.326.
- iv. Compliance Milestones: Verification of insurance, beneficiary commitments, and other pre-construction requirements.

b. Contractor will provide technical assistance and checklists to ensure all milestones are met and documented.

47. Disbursements

Mitigation

a. The Contractor will manage a milestone-based disbursement process. Funding will be released following verification of eligible expenditures and achievement of approved milestones. Contractor will review each disbursement request against documentation requirements, budget alignment, and cost reasonableness standards under 2 CFR Part 200.

48. Technical Assistance & Monitoring

Mitigation

a. The Contractor will provide ongoing technical support throughout the implementation period.

- i. The Contractor's services will include:
- ii. Procurement compliance (bid review, contract validation)
- iii. Financial management (allowable costs, drawdowns)
- iv. Labor standards monitoring (Davis-Bacon compliance)
- v. Recordkeeping and documentation training

b. Monitoring will be risk-based and include desk reviews and site inspections. The Contractor's team will document, track, and resolve findings in coordination with County oversight.

49. National Objective Documentation

Mitigation

a. For each infrastructure project, the Contractor will assist in documenting compliance with the applicable national objective, typically LMA, LMC, or Urgent Need. Documentation will include GIS maps, beneficiary data, and certifications required by HUD. The Contractor will maintain complete records to support DRGR reporting and HUD monitoring.

50. Closeout

Mitigation

a. The Contractor will support a structured closeout process for each completed infrastructure project. This includes verifying completion of work, resolving outstanding compliance items, reconciling expenditures, and submitting final documentation packages. The Contractor's team will ensure that each file meets HUD closeout requirements and is ready for audit or federal review.

b. This comprehensive approach ensures that Pinellas County's Mitigation Programs are implemented with technical rigor, equitable access, and a strong compliance foundation—delivering durable investments that reduce future disaster risk and strengthen community resilience.

51. STRATEGIC RELOCATION AND REVITALIZATION PROGRAM

a. The Strategic Relocation and Revitalization Program is designed to address long-term housing vulnerability in disaster-affected MHUs across Pinellas County. Rather than applying a uniform recovery model, the program supports site-specific solutions, from resident relocation to redevelopment of entire communities—based on feasibility, risk, and opportunity for lasting resilience. Given the complexity of ownership structures, physical conditions, and varying legal constraints across MHU sites, the program will not follow a one-size-fits-all process and will operate outside the People First Portal.

b. This engagement and learning phase will guide the development of technical standards, eligibility criteria, and prioritization frameworks. Activities in this phase may include:

- i. Site-specific assessments evaluating flood risk, infrastructure quality, land use constraints, and cost-benefit considerations.
- ii. Stakeholder coordination to identify willing sellers, eligible households, and potential development partners.
- iii. Legal and environmental due diligence to prepare for potential acquisitions, clearance, or relocation actions.
- iv. Development of anti-displacement strategies consistent with URA and Section 104(d).

Local

c. ***Implementation will begin with targeted outreach to MHU communities identified as high-risk or severely impacted. The Contractor will support the County by initiating a consultative process with residents, ownership entities (including cooperatives, nonprofits, and for-profit park owners), and community partners to understand site conditions better, identify willing participants, and evaluate which strategies—relocation, acquisition, clearance, or redevelopment—may be most appropriate.***

d. Eligible activities under this program include property acquisition and disposition, relocation assistance, site clearance, and housing redevelopment efforts—whether through direct County action or in partnership with qualified entities. Awards may also support site development or homeownership assistance where relocation results in LMI households purchasing safe, resilient housing alternatives. All relocation activities will fully comply with URA requirements, with the County serving as the Responsible Entity and overseeing all related environmental and compliance reviews under 24 CFR Part 58.

e. Given this program's exploratory and site-specific nature, administration will be flexible and adaptive. Program policies will support alignment with broader community planning goals and may prioritize projects that demonstrate long-term affordability, community ownership models, or scalable redevelopment impact. Pinellas County will continuously engage MHU stakeholders throughout the program lifecycle to ensure coordination, transparency, and equitable recovery outcomes.

52. PLAN FOR STRICT COMPLIANCE WITH HUD REGULATIONS

53. Laying the Cornerstone: The Contractor and Pinellas County's Commitment to Compliance Excellence

a. Adherence to HUD regulations is the foundation of effective and responsible program implementation. A compliance framework is only as strong as its support system, and this is where policies and procedures, risk assessments, monitoring, and QA/QC play a vital role. These pillars reinforce regulatory adherence, ensuring precision, integrity, and sustainability. This commitment is not a solo effort but a shared responsibility between The Contractor and Pinellas County, working together to build stronger, more resilient communities prepared for long-term success.

b. The Contractor is a powerhouse in compliance and financial oversight, bringing unmatched expertise. With six former executives from HUD Headquarters on the Contractor's team, Contactor will possess an insider's understanding of the very requirements Pinellas County needs to navigate. These seasoned professionals have overseen and shaped the exact regulatory frameworks in question, giving The Contractor a strategic edge that few—if any—can match. This depth of firsthand experience ensures precision and efficiency and a proactive approach that anticipates challenges before they arise.

c. When guiding Pinellas County through complex financial and regulatory landscapes, The Contractor isn't just qualified—it is uniquely positioned to lead with confidence and integrity. Maintaining the highest work standards is not just a goal but a commitment to continuous improvement and sustainable program success. However, compliance requires more than expertise; it demands precision, proactive oversight, and a deep understanding of regulations. Strict adherence to Federal and HUD regulations such as 2 CFR Part 200, 24 CFR Part 570, applicable federal register notices, environmental protocols, and labor standards is not just a legal obligation—it is the backbone of responsible governance and the key to successful CDBG-DR funded programs.

d. Recognizing this, the Contractor and Pinellas County, as dedicated partners, are committed to establishing a gold-standard compliance framework that meets regulatory standards and strengthens communities for the future.

e. Transparency is vital to having a compliance framework, ensuring accountability and trust. The Contractor is committed to making sure contractors and subrecipients align with all federal, state, and local regulations, including federal notices, grant agreements, action plans, and other governing rules. However, compliance isn't just about oversight; it's about empowerment. The Contractor will work alongside Pinellas County to enhance internal capacity, equipping local teams with the tools and expertise necessary for grant management and successful closeout.

f. Anticipatory risk management is essential for safeguarding program integrity and ensuring long-term success. The Contractor and Pinellas County will implement risk assessments and monitoring strategies to further strengthen oversight, identify risks, and proactively take corrective actions. Findings will be thoroughly documented, solutions swiftly implemented, and risk mitigation strategies deployed, putting accountability at the forefront of every initiative.

f. Performance monitoring is the final safeguard in a strong compliance framework, reinforcing operational success. The Contractor and Pinellas County will work collaboratively to verify that all parties adhere to agreed-upon terms, timelines, and budgets—reinforcing financial accountability and procurement integrity while driving operational success.

54. The Contractor and Pinellas County's Strategic Compliance Approach

a. To bring this vision to life, the Contractor and the County will implement a strategic plan that ensures adherence to HUD regulations, environmental standards, and labor requirements through the following steps:

- i. Establishing clear policies and procedures to define expectations.
- ii. Conducting thorough risk assessments to identify challenges proactively.
- iii. Implementing monitoring practices for continuous oversight.
- iv. Enforcing comprehensive QA/QC measures to uphold quality standards.

b. Through this proactive and innovative approach, the Contractor and Pinellas County will meet compliance requirements and cultivate a culture of integrity, sustainability, and long-term success.

55. Step 1 - Policies and Procedures

a. Strong policies and procedures are the backbone of effective program design and overall compliance, ensuring that federally funded initiatives operate with transparency, efficiency, and accountability. Clear policies establish the rules and expectations for financial management, procurement, performance measurement, and environmental compliance, guiding organizations in making informed, compliant decisions. Procedures, on the other hand, provide a step-by-step framework to execute these policies, ensuring consistency and reducing risks associated with mismanagement or regulatory violations. Without well-defined policies and procedures, organizations face increased exposure to financial missteps, audit findings, and operational inefficiencies, jeopardizing funding and program success.

b. By embedding a structured compliance framework into every stage of program implementation, organizations meet federal standards and enhance program integrity, stakeholder confidence, and long-term sustainability. A proactive approach to policy enforcement ensures organizations remain adaptable to regulatory changes while continuously improving operational effectiveness. The following policy and procedures lay the foundation for a governance structure using CDBG-DR funding.

56. FINANCIAL MANAGEMENT AND INTERNAL CONTROLS (2 CFR 200.303 AND 2 CFR 200.305)

a. The Contractor will work closely with Pinellas County to implement strong financial oversight, ensuring compliance with federal regulations for managing grant funds effectively. This includes establishing robust internal controls that safeguard assets, prevent fraud, and support accurate financial reporting. The Contractor will help Pinellas County meet federal financial management standards and enhance accountability by embedding structured oversight mechanisms into daily operations. To achieve these objectives, Contactor will implement the following policies and procedures:

- i. Establish robust financial oversight mechanisms.
- ii. Implement segregation of duties to prevent fraud.
- iii. Conduct regular financial audits and compliance reviews.
- iv. Ensure timely and compliant disbursement of funds.
- v. Adopt cash management policies that prevent unnecessary accumulation of federal funds.

57. PROCUREMENT STANDARDS AND CONTRACT MANAGEMENT (2 CFR 200.318-200.327)

a. Transparent and ethical procurement processes are essential to compliance and efficiency. The Contractor will support Pinellas County in developing procurement policies that align with federal regulations, ensuring competitive bidding, responsible contracting, and proper vendor selection. By maintaining thorough documentation and enforcing fair procurement practices, Pinellas County will mitigate risks and safeguard the integrity of its federally funded programs. Contactor will implement the following procurement procedures to promote fairness and transparency:

- i. Develop and maintain written procurement procedures.
- ii. Enforce conflict-of-interest policies and transparency.
- iii. Require competitive bidding and justification for vendor selection.
- iv. Monitor contractor performance and ensure compliance with federal guidelines.
- v. Independent cost estimates.
- vi. SAM and debarment checks.

58. SUBRECIPIENT MONITORING AND OVERSIGHT (2 CFR 200.332)

a. Effective oversight of subrecipients ensures compliance with federal funding requirements and program objectives. The Contractor will assist Pinellas County in implementing structured subrecipient monitoring practices, including risk assessments, performance evaluations, and compliance tracking. These efforts will support transparency, accountability, and the responsible use of federal funds. The following monitoring practices will help subrecipients fulfill their compliance obligations:

- i. Conduct pre-award risk assessments for subrecipients.
- ii. Establish financial reporting requirements and compliance tracking.
- iii. Perform site visits and performance evaluations.
- iv. Implement corrective action plans for non-compliant subrecipients.

59. COST PRINCIPLES AND ALLOWABLE EXPENSES (2 CFR 200.403-200.405 AND 2 CFR 200.414)

a. To use federal funds responsibly, expenditures must comply with established cost principles. The Contractor will guide Pinellas County in adhering to federal cost requirements, ensuring that all program-related expenses are necessary, reasonable, and properly allocated. Pinellas County will maintain full compliance with cost regulations by strengthening budget oversight and financial transparency.

The following cost principles will govern financial decision-making and spending accountability:

- i. Ensure expenses are necessary, reasonable, and allocable.
- ii. Define allowable vs. unallowable costs (e.g., no lobbying or excessive administrative expenses).
- iii. Establish budgeting policies that align with federal cost principles.
- iv. Apply federally approved indirect cost rates.

60. RECORD RETENTION AND AUDIT PREPAREDNESS (2 CFR 200.334 AND 2 CFR 200.500-200.521)

a. Maintaining organized and accessible records is crucial for audit compliance and regulatory oversight. The Contractor will assist Pinellas County in developing structured record retention policies, ensuring that financial documentation and compliance reports are stored properly and accessible for federal review. Pinellas County will be well-positioned for successful audit outcomes by implementing efficient data management systems.

The following procedures will help strengthen audit preparedness and ensure compliance:

- i. Maintain program and financial records in accordance with stringent federal, state, and local laws.
- ii. Implement document management systems for financial transactions and compliance reports.
- iii. Conduct single audits for entities receiving significant federal funding.
- iv. Develop corrective action plans to address audit findings.

61. FRAUD PREVENTION AND ETHICS COMPLIANCE (2 CFR 200.113)

a. Preventing fraud and ensuring ethical program management are critical to protecting federal funds. The Contractor will support Pinellas County in developing and enforcing fraud detection protocols, reinforcing financial integrity and delivering responsible grant administration. By strengthening reporting requirements and implementing oversight measures, Pinellas County can uphold ethical compliance while minimizing risks associated with financial misconduct.

b. The following fraud prevention policies will help safeguard federal funding and maintain accountability:

- i. Establish fraud prevention, detection, and response protocols.

- ii. Require mandatory reporting of suspected fraud or financial misconduct.
- iii. Protect whistleblowers and enforce ethical program management.
- iv. Designate compliance officers or oversight committees to ensure accountability.

62. PERFORMANCE MEASUREMENT AND PROGRAM CLOSEOUT (2 CFR 200.301 AND 2 CFR 200.344)

a. Tracking program performance and ensuring smooth grant closeout are essential to federally funded initiatives. The Contractor will support Pinellas County in developing key performance indicators, ensuring data-driven decision-making and measurable program impact. By coordinating structured grant closeout procedures, Pinellas County can efficiently wrap up projects while meeting all compliance requirements.

b. The following performance tracking and closeout procedures will ensure program success:

- i. Track and report KPIs.
- ii. Conduct milestone tracking and impact assessments.
- iii. Meet all financial obligations and reporting requirements before finalizing grants.
- iv. Perform final audits, reconciliations, and compliance reviews for smooth program closeout.
- v. Ensure there are no open findings.

63. ENVIRONMENTAL REVIEW AND COMPLIANCE (24 CFR PART 58)

a. Environmental compliance plays a critical role in ensuring responsible community development. The Contractor will guide Pinellas County through the environmental review process required under 24 CFR Part 58, assisting in assessing potential project impacts and securing regulatory approvals. By integrating sustainability standards into federally funded initiatives, Pinellas County can minimize environmental risks while fully complying with federal regulations.

b. The following environmental review procedures will help maintain compliance while protecting natural resources:

- i. Conduct environmental review records to assess project impacts.
- ii. Comply with NEPA.
- iii. Evaluate risks related to land use, water resources, historic preservation, and public health
- iv. Streamline mitigation strategies and regulatory approvals to expedite project implementation.

c. Once policies and procedures are completed and contracts are in place, the Contractor will work with Pinellas County to implement a risk assessment model to enhance oversight and compliance. This model will help the county strictly enforce oversight and management of federal funds, mitigate risks, and meet program objectives efficiently.

64. Step 2 - Risk Assessments

a. Strategic risk assessments serve as the second pillar of effective compliance, ensuring adherence to 2 CFR 200 and Part 58 by identifying vulnerabilities before they impact program operations. Under 2 CFR 200.206, federal awarding agencies conduct pre-award risk assessments to evaluate financial integrity, eligibility qualifications, and past performance. Establishing internal risk assessment protocols enables organizations to proactively address potential weaknesses in financial management, procurement, and program execution while fostering accountability and transparency.

b. To reinforce these efforts, the Contractor and Pinellas County will form a strategic partnership to design and implement a robust risk assessment framework that enhances oversight and strengthens program resilience. This collaboration aligns all assessments with federal requirements while adapting to Pinellas County's specific needs. By integrating tailored risk management strategies, the Contractor and Pinellas County will work together to safeguard financial integrity, mitigate compliance risks, and lay the groundwork for long-term program success.

c. Beyond internal evaluations, pass-through entities must conduct subrecipient risk assessments as outlined in 2 CFR 200.332. These assessments evaluate critical factors such as financial stability, operational readiness, and compliance history, helping subrecipients effectively manage federal funds and fulfill program objectives. Properly conducted assessments reduce risks associated with financial mismanagement and regulatory noncompliance.

d. Setting the standard for excellence, The Contractor has pioneered industry-leading pre-award capacity assessments and post-award risk assessment evaluation models that redefine best practices. These innovative methodologies give organizations with the foresight needed to anticipate challenges, reinforce operational resilience, and protect financial integrity. By integrating strategic approaches, the Contractor enhances transparency and promotes compliance, establishing itself as a leader in proactive risk management.

e. Recognizing the importance of localized solutions, the Contractor and Pinellas County will collaborate to integrate these cutting-edge assessment models into county programs, ensuring a seamless and effective risk management approach. This partnership allows Pinellas County to leverage The Contractor's expertise while tailoring strategies to address the county's specific program needs and challenges.

f. A tailored risk assessment framework does more than safeguard financial integrity—it promotes transparency, prevents fraud, and mitigates operational inefficiencies. Organizations benefit from comprehensive evaluations that support long-term stability and success. Internal controls, as required under 2 CFR 200.303, mandate that entities incorporate risk mitigation strategies into their operational frameworks, reinforcing ethical governance and oversight.

g. A structured yet adaptable approach to assessing key risk factors is essential to effectively applying these enhanced risk management strategies. The following criteria provide a comprehensive framework for evaluating potential risks, allowing the Contractor and Pinellas County to address challenges and maintain financial accountability proactively. This flexible framework means criteria can be added or adjusted as needed to align with evolving priorities and program requirements.

h. Key Risk Assessment Criteria

- i. Capacity: Evaluates staffing levels and ability to maintain compliance. High risk includes key personnel turnover, while low risk indicates stability and alignment between program complexity and staff expertise.
- ii. Funding: Assesses financial obligations, with risk levels determined by the approved policies and procedures.
- iii. Complexity: Reviews program activities, implementation intricacies, and policy requirements. High risk involves complex activities and no formal guidelines, while low risk reflects streamlined systems with approved procedures.
- iv. Implementation Method: Determines risk based on program execution layers—more layers typically increased risk, placing subrecipients at higher risk than direct grantees.
- v. Relevant Experience: Assesses program administrators' experience, classifying risk from high (no experience) to low (four or more years of experience).
- vi. Compliance History: Evaluates past monitoring records, with high risk indicating severe deficiencies, medium risk showing some prior monitoring issues, and low risk demonstrating consistent compliance.
- vii. Project Timeline: Measures program completion schedules and expenditure timeliness, following HUD guidelines for CDBG-DR funds. High-risk risk include entities behind spending thresholds, while low-risk organizations are ahead of schedule.

i. Each program or subrecipient is assigned a risk management score, a strategic benchmark for shaping monitoring schedules and future compliance initiatives. These insights empower organizations to take a proactive approach, reinforcing financial integrity while optimizing operational efficiency.

j. A comprehensive scoring breakdown for each criterion ensures transparency in the evaluation process. The results section of this report provides a detailed summary of the analysis, offering a clear roadmap for decision-making. Based on these risk management scores; a tailored monitoring schedule will be established to strengthen oversight and mitigate potential vulnerabilities.

k. With The Contractor's expertise, Pinellas County takes a proactive approach to risk management, identifying potential vulnerabilities before they arise, minimizing exposure, and strategically aligning funding allocations to ensure long-term operational success. This risk-driven methodology establishes a structured monitoring plan that enhances oversight, streamlines the management of high-risk subrecipients, and safeguards fiscal integrity and program effectiveness.

I. Designed for adaptability, this model offers Pinellas County the flexibility to expand or refine risk assessment parameters in response to shifting needs, funding adjustments, and evolving program priorities. This customized approach to risk mitigation ensures optimal efficiency, reinforcing strong governance and sustainable performance across all initiatives.

65. Step 3 – Comprehensive Monitoring and Transparent Reporting

a. After establishing policies and procedures and conducting risk assessments, the Contractor and Pinellas County take the next critical step in ensuring strict compliance with 2 CFR Part 200 and 24 CFR Part 58, developing a strategic, data-driven monitoring plan. By transforming risk ratings into an actionable framework, this tailored plan acts as a safeguard, proactively addressing vulnerabilities and reinforcing accountability at every level. Through systematic oversight, the Contractor and Pinellas County ensure that regulatory requirements are met with precision, securing program integrity and long-term success.

b. The Contractor is committed to working side by side with Pinellas County to establish a partnership approach that is both comprehensive and effective. The monitoring plan will follow a structured schedule, with review frequency determined by the level of risk—enabling a targeted approach that prioritizes high-risk areas while maintaining oversight across all operations. The Contractor and Pinellas County will implement a compliant system that reinforces a foundation for sustainable, responsible governance—creating a framework built on integrity and resilience.

c. Through this partnership, the Contractor and Pinellas County will conduct onsite monitoring by embedding team members within the entity being reviewed. This approach is preferred for high-risk or high-volume engagements where direct interaction is essential. For lower-risk or low-volume engagements and follow-up evaluations, desk reviews will provide an equally rigorous analysis while maintaining operational efficiency.

d. The Contractor's approach emphasizes strict compliance with established policies and procedures. The Contractor will apply industry-accepted audit practices to verify dataset accuracy and leverage auditing techniques set forth by the American Institute of Certified Public Accountants to select items for testing strategically. Additionally, the Contractor mirrors federal monitoring standards to equip programs and subrecipients with the knowledge and preparedness needed for external oversight—facilitating streamlined monitoring and compliance evaluations.

e. Beyond compliance, the Contractor verifies that all programs, subrecipients, contractors, and beneficiaries meet key operational standards.

- i. The Contractor's monitoring approach will confirm that each entity is:
- ii. Completing project scope following contract or subrecipient agreement.
- iii. Complying with applicable federal and local rules and regulations.
- iv. Executing the scope on schedule and within budget.
- v. Procuring services per 2 CFR 200 and other federal compliance requirements.
- vi. Demonstrating appropriate financial controls that minimize fraud, waste, and abuse.

f. The Contractor will support the County in ensuring adherence to key regulatory and programmatic requirements.

g. The Contractor's comprehensive monitoring efforts will encompass the following areas of compliance:

- i. Grant and Program Management
- ii. Finance
- iii. Risk Management
- iv. Procurement and Contracts
- v. Copeland "Anti-Kickback" Act
- vi. Environmental and Permit Regulation
- vii. Accessibility and Fair Housing
- viii. Equal Opportunity and Nondiscrimination
- ix. Occupational Safety and Health
- x. Federal Labor Standards

- xi. Section 3
- xii. MWBE
- xiii. Recordkeeping, Data, and Reporting
- xiv. Subrecipient Oversight
- xv. Project Progress Tracking
- xvi. Quality and Regulatory Assurance

h. By reinforcing accountability and adherence to best practices, the Contractor and Pinellas County will uphold the integrity of program operations and drive sustainable success across all engagements.

i. Ensuring compliance and program integrity requires a structured, proactive approach that combines expertise, transparency, and collaboration. In partnership with Pinellas County, the Contractor will develop a comprehensive monitoring framework designed to uphold federal regulations, mitigate risks, and strengthen operational resilience.

j. Through detailed planning, structured risk assessments, and thorough evaluations, the Contractor works alongside Pinellas County to establish a system that meets regulatory requirements and fosters financial accountability and long-term program success. Each process phase is carefully executed from initial engagement to final review to provide clear oversight, maintain compliance, and reinforce the shared commitment to responsible governance.

PHASE 1: PLANNING THE ENGAGEMENT

a. The Contractor works closely with Pinellas County to understand the entity's operations, funding, and compliance requirements. This collaboration delivers a tailored review that strengthens oversight and aligns with federal regulations.

PHASE 2: NOTIFICATION LETTER

a. The Contractor and Pinellas County coordinate the review, ensuring all parties are informed. Once scheduled, the Contractor sends an official review date via email and a monitoring checklist. The Contractor will issue a formal letter at least 30 days in advance, requiring documentation submission within 14 days via a secure system to facilitate efficient data management.

PHASE 3: ENTRANCE CONFERENCE

a. The review begins with an entrance conference, during which the Contractor and Pinellas County introduce the process and address initial concerns. The monitored entity will identify key personnel and records supporting the review. This step helps structure the review schedule, ensuring efficient engagement with outreach, financial, and program management teams. Meeting notes are documented for accuracy.

PHASE 4: DATA REVIEW

a. The Contractor and Pinellas County conduct a systematic evaluation using standardized checklists, reviewing documentation, compliance, and operational effectiveness. If certain checklist items do not apply, justification is provided to maintain a focused assessment. Findings are carefully recorded for transparency.

PHASE 5: EXIT CONFERENCE

a. The Contractor and Pinellas County present preliminary findings at an exit conference, allowing the entity to clarify concerns and provide additional insights. This collaborative discussion fosters transparency and encourages proactive compliance measures.

PHASE 6: MONITORING REPORT

a. The Contractor compiles a formal report detailing observations, areas of concern, and recommended corrective actions. The subrecipient has 30 days to respond, providing any necessary documentation. After this period and all concerns have been addressed, the Contractor will issue a clearance letter based on the submitted information. The review file includes working papers and documentation from the monitoring process.

PHASE 7: TECHNICAL ASSISTANCE PLAN

- a. If needed, the Contractor and Pinellas County will work with entities to enhance program effectiveness through a technical assistance plan. This plan identifies areas requiring support, compliance with federal regulations, and strengthening operational procedures. Discussions and feedback from Pinellas County are documented to support ongoing improvements and program success.
- b. By establishing comprehensive monitoring practices and promoting a culture of accountability, The Contractor and Pinellas County ensure that compliance is not merely a requirement but a foundation for sustainable program success. Each process phase, from initial planning to ongoing technical assistance, reinforces transparency, strengthens financial stewardship, and enhances operational resilience.

66. Revolutionizing Financial Compliance Controls: Automated Budget vs. Actual Monitoring Across Multiple Systems

- a. The Contractor provides transparency and accountability through performance tracking, system alignment, and real-time reporting. The Contractor's structured approach includes:
 - i. Real-time monitoring dashboards to track trends and performance.
 - ii. Data-driven compliance tracking to align reporting with federal and state requirements.
 - iii. Audit-ready documentation to withstand scrutiny from oversight agencies and public watchdogs.
- b. The Contractor's advanced dashboard automation techniques set the gold standard for financial controls, easily integrating budgets, expenditures, and balances into a unified system. Now incorporating budget vs. actual monitoring across multiple financial systems, the Contractor's solution ensures real-time reconciliation and visibility into financial performance.
- c. With a team of financial system experts—including those who helped shape DRGR (HUD's reporting system) — the Contractor is uniquely positioned to implement a data extraction framework that enables precision, compliance, and operational excellence. Building on the Contractor's success with the Puerto Rico Department of Housing, where the Contractor will automate financial system connections to DRGR, the Contractor continues to lead in integrating grant management and financial oversight.
- d. The Contractor's automated financial reconciliation dashboard now incorporates budget vs. actual tracking, bridging gaps between financial and grant management systems. Organizations can access side-by-side comparisons of budgeted allocations versus actual expenditures, ensuring accountability and strategic resource allocation from different financial systems. By reconciling budgets, expenses, commitments, and balances with unmatched accuracy, the Contractor's dashboard empowers leaders with real-time financial insights for data-driven decision-making.
- e. Additionally, the Contractor's intuitive drill-down capabilities, users can explore funding at the action plan level, as seen above, and zoom into project-level details, gaining granular control over financial performance. The Contractor's proven track record in implementing automation ensures compliance integration, eliminating the inefficiencies and burdens of manual reconciliation. With real-time control, the Pinellas County finance team is primed to take the lead and easily navigate different systems' financial reconciliation.
- f. Beyond budget vs. actual monitoring, the Contractor's dashboard ecosystem supports monthly and quarterly reporting, integrating performance metrics and KPIs to optimize workflow processes and financial oversight. This comprehensive approach visualizes financial data, tracks case management progress, and evaluates the effectiveness of disaster recovery initiatives, driving continuous improvement and strategic alignment.
- g. With the Contractor's industry-leading expertise, organizations can confidently monitor financial controls, strengthen compliance, and leverage budget vs. actual analysis to optimize spending—all within a powerful, user-friendly dashboard designed for maximum efficiency.

67. Financial Compliance and Prevention of Fraud, Waste, and Abuse

- a. The Contractor CANOPY™ has proven to be an invaluable tool for reporting on program and financial activity performance and obtaining complete disclosure of financial results in compliance with 2 CFR 200.328 and 200.329 requirements. The Contractor's team specializes in monitoring the grant general ledger at a detailed level, properly filtering financial data to prevent the comingling of CDBG-DR, CDBG-MIT, and other funding streams. This safeguards the accountable use of funds. The Contractor will review budgets, compensation schedules, and payment requests before execution or disbursement. The Contractor will also train the County, contractors and subrecipients on documentation compliance and eligible expenditures to ensure compliance from the outset.
- b. The Contractor's team of certified public accountants and certified fraud examiners is dedicated to financial oversight. Contactor will implement strict processes—including checklists, testing procedures, desk reviews, and monitoring tools—to prevent and detect fraud, waste, abuse, and mismanagement throughout the grant lifecycle.
- c. The Contractor's CANOPY™ system provides exportable reporting formats designed to interface with the HUD DRGR system. These reporting formats make it simple to submit HUD quarterly performance reports and streamline federal reporting, monitoring, long-term portfolio management, and performance tracking with the most comprehensive view and low-level beneficiary data involving income and demographics. The Contractor's team's solution is customized to the unique needs and regulations surrounding these programs. Outside of the programs, Contactor will have the processing modules that the Contractor's clients' teams, vendors, subrecipients, and all operational areas use to track the portfolio of programs and operations in the same place. The API-friendly system processes legacy system data and connects to external legacy systems.

68. STRATEGY FOR ESTABLISHING AND OPERATING CALL CENTER

The People First Call Center: the Human Voice of Recovery

- a. The Contractor's call center strategy is designed to serve as the human voice of the People First Portal, providing an accessible, empathetic, and expert front door to the program. The Contractor will recognize that for many applicants, their first impression of the program will be through this interaction. The Contractor's approach combines the Contractor's extensive nationwide experience with a deep commitment to service, ensuring every applicant feels heard, understood, and supported. The Contractor will build the Contractor's approach on four core principles.

1. People: Empathetic, Knowledgeable, and Multilingual Professionals

- a. The Contractor's call centers are staffed exclusively by onshore professionals hired for their proven customer service skills and capacity for empathy. They undergo rigorous training to become experts in all program policies and procedures.
 - i. Bilingual Staffing: The Contractor will ensure the Contractor's team is fluent in English, Spanish, and other languages prevalent in the impacted community to provide culturally competent and effective communication.
 - ii. Commitment to Service: The Contractor's team is dedicated to handling every inquiry. Phone lines are open from 8 a.m. to 5 p.m., at a minimum, and any calls in the queue by 5 p.m. will be attended to the same day, leaving no applicant waiting.

2. Process: A Scalable and Applicant-Centric Experience

- a. The Contractor's operations are designed for efficiency and responsiveness, providing applicants with a clear and supportive path. Contactor will utilize a tiered support model for first-call resolution, backed by processes that adapt to the program's needs.
 - i. Structured Support: A tiered system answers simple questions quickly and seamlessly escalates complex cases to subject matter experts for resolution.
 - ii. Proactive Communication: Contactor will use automated outreach via SMS, phone calls, and email for important alerts and to provide status updates, keeping applicants informed throughout the process.

- iii. Built-in Scalability: The Contractor's model is designed for rapid scalability, allowing us to increase or decrease staff based on call volume, and confirming Contractor will always be appropriately resourced to meet applicant demand without delay.

3. Technology: An Accessible, Omnichannel Platform

a. Contactor will utilize modern, flexible technology to create a user-friendly and accessible experience. The Contractor's entire system is integrated with the People First Portal's customer relations management, providing a single source of truth for every applicant interaction.

- i. Flexible Softphone System: The Contractor's team uses a VOIP softphone system that can be accessed from any location, eliminating reliance on traditional hardware and providing operational resilience. It supports toll-free and local numbers for inbound/outbound calls, text, and email.
- ii. Accessible by Design: From the start, callers are greeted with welcome menus in multiple languages and have access to TTY services for the deaf or hearing-impaired, ensuring the program is accessible to all.
- iii. Clear Communication: The system provides clear instructions and alerts, including messages to inform callers of high volume or if their call cannot be answered live, managing expectations and reducing frustration.

4. Performance Analytics and Full Transparency

a. Contractors will believe data-driven transparency is essential for building trust, ensuring accountability, and driving continuous improvement. The Contractor's call center operations are underpinned by a robust analytics framework, providing both The Contractor's management and the Contractor's clients with clear, real-time insight into performance.

- i. Comprehensive Reporting: Contactor will track and report on key metrics, including call volumes, average wait times, first-call resolution rates, and abandonment rates.
- ii. Actionable Insights: Contactor will deliver this data through customizable dashboards and scheduled reports. It allows us to proactively identify trends, address applicant points of friction, and provide you with the complete transparency required for effective program oversight.

b. This integrated approach ensures the Contractor's call center is more than a support line; it is a vital, data-driven component of the People First model, built to deliver compassionate, efficient, and transparent service.

DRIVING INNOVATION IN CUSTOMER SERVICE

- d. The Contractor strongly emphasizes innovation within its customer service strategy for CDBG-DR programs. The Contractor will demonstrate the Contractor's commitment through the strategic use of technology, deployment of multilingual staff, and implementation of advanced customer relationship management platforms.

5. Using Technology for Enhanced Service

a. The Contractor has developed and utilizes proprietary technology platforms tailored specifically for grant management, including CDBG-DR programs. Its exclusive artificial intelligence platform enables rapid access to a robust knowledge base, providing quick and accurate responses to complex inquiries and reducing the risk of critical information being overlooked. This technology streamlines processes, accelerates problem-solving, and consistently complies with regulatory requirements. Additionally, the Contractor employs web-based intake systems that integrate seamlessly with workflow management tools, expediting applicant intake and eligibility determinations. These systems can handle large volumes of data, support efficient fund disbursement, and provide comprehensive reporting for transparency and informed decision-making.

6. Multilingual Staff and Inclusive Outreach

a. Recognizing the diversity of the communities served, the Contractor prioritizes recruiting and deploying multilingual staff. Contactor will make the Contractor's customer service and technical assistance accessible to applicants with varying language needs, reducing barriers to entry and improving program equity. Outreach strategies include traditional and non-traditional methods, such as community partnerships, mobile intake events, and culturally sensitive engagement, all supported by data-driven targeting to reach historically disadvantaged populations.

7. CRM Platforms and Personalized Service

a. Contactor will further enhance customer service using advanced CRM platforms and internal accountability tools like the Coordinated Assignment Resourcing and Execution System (CARES). These platforms centralize client information, manage communications, and track issue resolution, allowing personalized service and timely follow-up. The CRM systems act as repositories for client interactions and guidance, delivering consistent, high-quality support and efficiently addressing all inquiries.

8. Continuous Improvement and Accessibility

a. The Contractor also offers virtual office hours, webinars, and interactive online resources to make program information and support accessible. Training and onboarding materials are provided in multiple formats and languages, reflecting a commitment to ongoing staff and client education and cultivating long-term, trust-based relationships.

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a. Upon notice of award, the Contractor Team will mobilize personnel within 24 hours. Contactor will provide the County with a date and timeline for personnel arrival, ensuring partial staffing on-site within 48 hours and completing the staffing plan within 72 hours. The team will mobilize and deploy key project staff immediately upon receiving a notice to proceed from the County.

TASKS	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7
The Contractor's Team On Site in Pinellas County	X						
Marketing and Outreach Plan Submitted	X	X					
Marketing Collateral Established			X	X			
Outreach and Marketing Campaign Begins					X	X	X
Single Family Homeowner Rehabilitation and Reconstruction Policies Delivered	X	X					
Homeowner Reimbursement Policies Delivered	X	X					
Small Rental Program Policies Delivered		X	X				
Homebuyer Assistance Program Policies			X	X			
Disaster Relief Payment Policies Delivered				X	X		
Call Center/Service Center(s) Open					X	X	X
Case Management Staff Training					X		
People First Portal Customization	X	X	X	X			
People First Portal Testing					X	X	
People First Portal Live							X

□ 10. THE CONTRACTOR CANOPY PURPOSE-BUILT TO BE PEOPLE FIRST

a. To deliver on the County's people-first vision, the Contractor is offering CANOPY™ -- the most proven, purpose-built CDBG-DR technology platform in the nation -- free of charge. Developed specifically to meet the demands of CDBG-DR programs, CANOPY™ is the trusted system behind the largest and most complex recoveries in the country. It combines speed, compliance, and transparency in a single, applicant-focused platform fully aligned with HUD requirements and tailored to local needs.

b. Unlike alternative systems, CANOPY™ was designed from the ground up for CDBG-DR. It has been tested, refined, and successfully deployed across diverse housing, infrastructure, economic, and planning programs, delivering measurable results without compromise. With this platform, Pinellas County can move faster, serve residents more effectively, and maintain full audit readiness from day one. And because the Contractor is providing it at no cost, the County gains best-in-class technology with zero financial barriers.

c. At its core, CANOPY™ is purpose-built to unify people, processes, data, and compliance. It enables CDBG-DR to support applicants with end-to-end functionality throughout the entire lifecycle—from initial intake to closeout—without forcing a one-size-fits-all solution. It can serve as the County's system of record or seamlessly complement an alternative provided by the County.

11. END-TO-END FUNCTIONALITY WITHOUT COMPROMISE

a. CANOPY™ supports the complete program journey, including intake, eligibility determination, DOB review, construction management, and final closeout. The platform's dynamic workflow engine automates and streamlines each step, significantly reducing manual intervention and accelerating applicant progress. This streamlining moves programs quickly from intake to award, through inspections and construction, to final compliance and disbursement, all within a secure and auditable environment.

12. Applicant-Centric Design

a. A key hallmark of CANOPY™ is its intuitive, easy-to-use applicant interface. The public-facing portal helps applicants initiate, complete, and track their applications online, submit required documentation, communicate directly with case managers, and receive real-time status updates. This transparency fosters trust and reduces frustration while also minimizing the burden on program staff through automated notifications and clear, actionable next steps.

13. Workflow Automation that Drives Speed and Compliance

a. The workflow automation and business rules engine embedded within CANOPY™ handles eligibility reviews, document verification, DOB checks, construction management, and quality assurance in real time. This engine minimizes delays, reduces errors, and meets compliance requirements at every stage. Contactor will collect, archive, and make data and documentation easily accessible to HUD and the OIG, so reporting in HUD's DRGR system meets the County's IT needs. Program managers have at-a-glance visibility into bottlenecks and can monitor progress through customizable dashboards and reporting tools, further accelerating the program's ability to deliver timely assistance while maintaining audit-ready records.

14. Flexibility and Interoperability

a. While CANOPY™ offers proven, ready-to-use modules for intake, eligibility, DOB review, construction, and closeout, its design philosophy is rooted in adaptability. Agencies can tailor workflows, notifications, and integrations to their unique needs, enhancing technology without dictating program delivery. This system can be used for other non-direct programs such as planning, infrastructure, and economic development.

CANOPY™ integrates with existing financial, compliance, and document management systems, allowing agencies to use best-in-class tools without being locked into a rigid ecosystem.

b. The Contractor CANOPY™ exemplifies a people-first, end-to-end solution that powers modern, applicant-centered portals. It delivers the speed, compliance, and transparency today's programs demand while offering agencies the flexibility to adapt, integrate, and evolve their systems as needs change. CANOPY™'s proven success in diverse grant and disaster recovery environments demonstrates its ability to drive results without forcing agencies into a one-size-fits-all mold.

15. Data Requirements for the Contractor

- a. **Ownership of Customer Data.** All data, information, files, records, and content that we (the COUNTY) provide to the Service, or that is otherwise collected, generated, or processed on the County's behalf through the Service ("County Data"), is and shall remain our sole and exclusive property. Nothing in this Agreement transfers or grants any ownership rights in Customer Data to the CONTRACTOR.
- b. **Limited License to Contractor.** We grant the CONTRACTOR only a limited, revocable, non-exclusive license to use, host, copy, transmit, and process County Data solely as necessary to deliver the contracted Services. Such license automatically terminates upon the expiration or termination of this Agreement.
- c. **Restrictions on CONTRACTOR.** The CONTRACTOR will not: use County Data for its own commercial purposes (including marketing, profiling, or resale);

- i. Combine County Data with other data for analytics unless expressly authorized in writing; or
- ii. Disclose County Data to third parties except as strictly required to provide the Services or as mandated by law.
- iii. **Data Security.** The CONTRACTOR shall implement and maintain administrative, physical, and technical safeguards that meet or exceed industry standards to ensure the security, confidentiality, and integrity of County Data. The CONTRACTOR shall immediately notify us of any unauthorized access, disclosure, or breach involving County Data.
- iv. **Return and Deletion.** Upon termination or expiration of this Agreement, the CONTRACTOR shall promptly return all County Data to COUNTY in a reasonably usable format and at no additional cost to the County. CONTRACTOR will permanently delete all copies in its possession or control, unless retention is required by applicable law. Any retained data shall remain subject to the confidentiality and security obligations herein until it is permanently deleted.
- v. **Canopy System** shall comply with SOC 2 Type II requirements. An annual assessment shall validate that all of the following criteria are met and achieved continually, under SOC2 Type II including but not limited to: 1. Security, 2. Availability, 3. Processing Integrity, 4. Confidentiality, and 5. Privacy. This assessment must be made available to the County and provided annually.

d. Failure to comply with any of the above provisions will be considered a material breach of the Agreement.

□ 16. DETAILED COMMUNITY OUTREACH AND COMMUNICATIONS PLAN

17. The Contractor's Proven Five-Step People First Communications Approach

a. The Contractor's outreach strategy is a disciplined, five-step process designed to operationalize the Contractor's People First philosophy. This field-proven approach ensures that the Contractor's outreach is comprehensive and compliant but also empathetic, equitable, and effective in building the community trust necessary for a successful recovery.

Step 1 – Initial Assessment and Planning

Before any public-facing action, Contractor will work with Communications to conduct a thorough assessment to build the Contractor's strategy based on data and local understanding. This assessment targets the Contractor's efforts precisely to the community's unique landscape.

- i. Community Analysis: Contractor will analyze demographic data to identify population centers, languages spoken, and the specific locations of target populations (e.g., low-income households, seniors, and individuals with disabilities).
- ii. Stakeholder Mapping: Contractor will work with Communications to identify and map key community stakeholders, including local officials, trusted non-profits, faith-based organizations, and community leaders, who will be essential partners in building trust and disseminating information.
- iii. Media Landscape Review: Contractor will work with Communications to assess the most effective and trusted communication channels for reaching all community segments, from local radio stations and newspapers to community-specific social media groups.
- iv. Objective Setting: Contractor will work with Communications to establish clear, measurable objectives for the outreach campaign (e.g., application targets, event attendance goals, call volume metrics) to guide the Contractor's efforts and measure success.

Step 2 – Strategic Development

Based on the findings from the Contractor's assessment, the Contractor will work with Communications to develop the overarching strategy that will guide the entire campaign.

- i. Adopting the People First Model: The Contractor's core strategy is implementing the People First model, creating a single, unified pathway for applicants through the People First Portal and dedicated call center. This pathway directly addresses the need for a simple, accessible, and non-fragmented recovery process.
- ii. Key Message Development: Contactor will support Communications in crafting clear, consistent, and empathetic core messages that explain the available assistance, outline the application process, and reinforce the program's commitment to a fair and equitable recovery.
- iii. Audience Segmentation: Contractor will segment the population based on the Contractor's analysis and work with Communications to develop tailored outreach strategies and messages to address the specific needs, concerns, and communication preferences of each group.

Step 3 – Designing Communication Channels and Materials

In this step, Contactor will work with Communications to create the full suite of tools and materials needed to bring the strategy to life, ensuring every element is accessible and user-friendly.

- i. Digital Presence: Contactor will build the People First Portal as the central information hub and configure the call center with multilingual welcome menus and TTY access.
- ii. Collateral and Advertising Creative: Upon request by Communications, Contactor will design various public-facing materials—including applications, flyers, fact sheets, social media graphics, and digital ads—in plain language. All materials are professionally translated and made 508 compliant for accessibility.
- iii. Partner Toolkits: Upon request by Communications, Contactor will help prepare comprehensive toolkits for community partners, equipping them with the materials and information they need to act as trusted, effective messengers for the program.

Step 4 – Implementation

During the execution phase, Contactor will actively launch the plan and engage directly with the community.

- i. Official Launch: Communications will execute a launching coordination with the Contractor with support on requests for a press conference, media briefings, and the activation of all digital channels and the call center.
- ii. Broad-Based Media Campaign: The paid and earned media campaigns are launched across television, radio, print, and digital platforms, consistently driving residents to the People First Portal and call center.
- iii. Boots-on-the-Ground Engagement: Contactor will deploy the Contractor's direct engagement teams to host town hall meetings, staff mobile intake centers at accessible community locations, and participate in local events to provide face-to-face assistance. Contractor will make these direct engagement teams available to County staff for training and collaboration prior to deployment. As possible, Contractor will select locally-based outreach team leads and members to build trusting relationships in the community and attend weekly events.
- iv. Partner Network Activation: The Contractor will work with County staff to activate the network of community partners, who begin their outreach efforts to connect their communities with the program.

Step 5 – Monitoring and Adaptation

Communication is a dynamic, two-way process. This final step runs concurrently with implementation and continues throughout the program, ensuring the Contractor's approach remains effective and responsive.

- i. Performance Tracking: Contractor will continuously monitor KPIs, such as web traffic application rates by geographic area, call center volume, and event attendance, to get a real-time view of the Contractor's campaign's effectiveness. The Contractor will provide periodic reports to Communications on KPIs to adjust tactics and fine-tune marketing and outreach objectives as needed.
- ii. Community Feedback Loop: Contactor will actively solicit feedback through applicant surveys, social media monitoring, and regular check-ins with the Contractor's community partners to gather qualitative insights and identify points of friction.
- iii. Data-Driven Adjustments: The Contractor's project leadership team reviews this data weekly to recommend strategic adjustments to County Staff. These adjustments could include reallocating resources to low-response

neighborhoods, refining messaging to address common questions, or scheduling additional outreach events to meet demand. This commitment to adaptation is a core tenet of the People First model.

b. The Contractor will center the Contractor's approach to outreach and communications around a People First approach throughout the HUD MID area of Pinellas County, specifically targeting populations in communities with high disaster impacts and remaining unmet needs. The Contractor's target audience will include homeowners, renters, manufactured home residents, small, local businesses, and nonprofit service providers.

c. These priority areas include, but are not limited to:

- i. Gulfport
- ii. St. Pete Beach
- iii. Treasure Island
- iv. Maderia Beach
- v. Redington Beach
- vi. North Redington Beach
- vii. Belleair Shore
- viii. Belleair Beach
- ix. Clearwater
- x. Dunedin
- xi. Palm Harbor

Exhibit F – Pricing Proposal

25-0425-RFP Management, Administration & Implementation of Community Development Block Grant -Disaster Recovery (CDBG-DR) Program		
Management, Administration & Implementation		
Option A: Disaster Recovery Program Management		3 Year Cost Estimates
ITEM No.	PROGRAM DESCRIPTION	COST
PROJECT/PROGRAM MANAGEMENT SERVICES		
1	Environmental Review/Inspection Fees	\$ 2,184,300.00
2	Project Management	\$ 2,380,980.00
3	Other Professional Services	\$ 2,181,775.60
4	Strategic Relocation and Revitalization Program	\$ 1,525,860.00
5	Homebuyer Assistance Program	\$ 2,035,740.00
6	Disaster Relief Payment Program	\$ 4,925,092.00
7	Small Business and Community Recovery Program	\$ 2,587,956.62
8	Non-Profit Community Recovery Program	\$ 1,198,906.58
9	Local Mitigation Planning Program	\$ 2,751,840.00
10	Local Mitigation Infrastructure Program	\$ 3,824,100.00
TOTAL CDBG-DR PROJECT COST		\$ 25,596,550.80

Option A: Disaster Recovery Program Management	
Provide Staff Rates for a 3 Year Term	

Staff	Staff Position	Billable Rate (Hourly)
1	Administrative Assistant	\$ 75.00
2	Case Manager	\$ 95.00
3	Grant Manager I	\$ 125.00
4	Grant Manager II	\$ 135.00
5	HBA Specialist	\$ 150.00
6	DRP Program Lead	\$ 155.00
7	URA Relocation Specialist	\$ 160.00
8	Outreach Coordinator	\$ 165.00
9	Planner	\$ 165.00
10	Senior Planner	\$ 200.00
11	Mitigation Senior Grant Manager	\$ 225.00
12	Senior Grant Manager	\$ 225.00
13	Program Director	\$ 230.00
14	Finance Manager	\$ 250.00
15	Mitigation Programs Manager	\$ 250.00
16	Subject Matter Expert	\$ 250.00
17	Lead Project Manager	\$ 275.00

Penalty Clause for key staffing:

Should any key staff leave or be replaced within an agreed-upon time frame, the Contractor shall incur a penalty as stipulated by the contract terms.

Option A: Disaster Recovery Program Management					
Environmental Reviews and Inspection Rates					
ITEM No.	TASK	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT
1	Environmental Review Tier 1* (County-wide)	1	Fixed Price	\$ 25,000.00	\$25,000.00
2	Environmental Review Tier 2 (Per Site/Project)	307	Fixed Price	\$ 1,000.00	\$307,000.00
3	Environmental Assessment (As Needed Per Project)	86	Fixed Price	\$ 18,000.00	\$1,548,000.00
4	Interim Inspections (As Applicable)	73	Fixed Price	\$ 550.00	\$40,150.00
5	Final Inspection (As Applicable)	73	Fixed Price	\$ 550.00	\$40,150.00
6	Lead-Based Paint Inspection (As Needed)	10	Fixed Price	\$ 1,200.00	\$12,000.00
7	Lead-Based Paint Risk Assessment (As Needed)	0	Fixed Price	\$ 1,200.00	\$0.00
8	Mold Inspection (As Needed)	0	Fixed Price	\$ 1,200.00	\$0.00
9	Asbestos Inspection (As Needed)	10	Fixed Price	\$ 1,200.00	\$12,000.00
10	Davis Bacon Compliance	5	Time and Materials	\$ 40,000.00	\$200,000.00
TOTAL ENVIRONMENTAL REVIEW/INSPECTION FEES					\$2,184,300.00
Invoice Point					
1 County receipt of AUGF 2 Upon Certifying Officer approval - tracked in Canopy and verified by County 3 County receipt of AUGF 4 Upon Completion of the Inspection Report - tracked in Canopy and verified by County 5 Upon Completion of the Inspection Report - tracked in Canopy and verified by County 6 Upon Completion of the Risk Assessment Report (includes homeowner notification) - tracked in Canopy 7 Upon Completion of the Risk Assessment Report (includes homeowner notification) - tracked in Canopy 8 Upon the County's acceptance of the report 9 Upon the County's acceptance of the report 10 Time and materials not to exceed \$200,000.					

Option A: Disaster Recovery Program Management Project Management (3 Years)						
ITEM No.	PROJECT ROLE	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / HOUR	AMOUNT	Invoice Point
1	Lead Project Manager	6,350	Hour(s)	\$ 275.00	\$1,746,360.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.
2	Finance Manager	1,512	Hour(s)	\$ 250.00	\$378,000.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.
3	Policy Manager	1,092	Hour(s)	\$ 235.00	\$256,620.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.
TOTAL PROJECT MANAGEMENT FEES for 3 Years					\$2,380,980.00	

Minimum Level of Service

- 1 Establish and Manage Project charters, project timelines, goals, metrics, and deliverables for the management of the programs.
- 2 Project Management Oversight for the Programs under the vendor's purview
- 3 Weekly & Monthly Status Reports
- 4 Reporting - Timelines, Budgets, Risks, Compliance, etc.
- 5 Administrative Oversight
- 6 Submit Invoices, timesheets, and Record Keeping
- 7 Status Meetings
- 8 Communications Collaboration
- 9 Transition and Continuity of Operations
- 10 Managing Change Orders
- 11 Onboarding, training, and technical assistance

Option A: Disaster Recovery Program Management Provide for a 3 Year Term Other Professional Services						
ITEM No.	SERVICE	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / HOUR	AMOUNT	Invoice Point
1	Call Center Establishment and Operation	1	Est. Budget	\$ 735,840.00	\$735,840.00	The amount will be prorated for 12 months. Upon launch of the call center, 1/12 will be paid, and a monthly flat fee for the duration of the call center operation.
2	In-Person Customer Service Center Establishment and Operation	1	Est. Budget	\$ 428,800.00	\$428,800.00	The amount will be prorated for 12 months. Upon lease execution, 1/12 will be paid, and a monthly flat fee for the duration of the customer service center operations.
3	Training	1	Est. Budget	\$ 141,120.60	\$141,120.60	Upon completion the initial training of the County and County designees as verified by County Staff
4	Grant Compliance and Monitoring (7 Programs)	3,255	Hour(s)	\$ 190.16	\$618,975.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.
5	Project & Program Closeout (7 Programs)	1,512	Hour(s)	\$ 170.00	\$257,040.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.
TOTAL OTHER PROFESSIONAL SERVICE FEES					\$2,181,775.60	

Minimum Level of Service**Call Center Establishment and Operation**

1. Provide trained, U.S.-based personnel familiar with CDBG-DR and Pinellas-specific requirements to provide application intake and support.
2. Operate a dedicated, functional call center with live support and a published contact number.
3. Implements feedback mechanisms (e.g., customer service surveys) to measure performance, program efficiency, and effectiveness.

In-Person Customer Service Centers Establishment and Operation

1. Provide trained, U.S.-based personnel familiar with CDBG-DR and Pinellas-specific requirements to provide in-person application intake and support during weekday, evening, and weekend hours.
2. Operate during key program phases with ADA-accessible, transit-friendly, and rotating physical locations.
3. Include language assistance, pop-up/mobile options, and customer satisfaction surveys.

Training

1. Deliver comprehensive training before program engagement and within 3 days of regulatory changes.
2. Cover HUD, CDBG-DR, URA, Davis-Bacon, financial, procurement, and environmental topics as necessary.
3. Provide Training and Reviews on Standard Operating Procedures or Program Policies
4. Maintain and submit attendance logs and training records for audit purposes.

Grant Compliance and Monitoring

1. Provide trained staff with experience in 2 CFR Part 200 and HUD cross-cutting regulations.
2. Conduct regular subrecipient/contractor monitoring and develop risk-based plans.
3. Generate reports, checklists, and assist with audits, QPRs, and technical compliance.

Program and Project Closeout

1. Finalize and organize all documentation and reports in compliance with HUD and County standards.
2. Support audits, submit all certifications and performance metrics, and provide a transition plan.
3. Deliver all closeout deliverables (e.g., final case files, outcome reports) by the end of the contract or as agreed.

Option A: Disaster Recovery Program Management STRATEGIC RELOCATION AND REVITALIZATION PROGRAM Program Management (3 Years)						Attach any assumptions, detailed rate justifications, reuse of documentation or quantity discount schedules as necessary.
Staff Number	Staff Position	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT	
13	Program Director	1512	Hours	\$ 230.00	\$347,760.00	Monthly - based on actual hours accompanied by descriptions for work completed during time billed.
7	URA Relocation Specialist	1512	Hours	\$ 160.00	\$241,920.00	Monthly - based on actual hours accompanied by descriptions for work completed during time billed.
12	Senior Grant Manager	2520	Hours	\$ 225.00	\$567,000.00	Monthly - based on actual hours accompanied by descriptions for work completed during time billed.
16	Subject Matter Expert	1310.4	Hours	\$ 250.00	\$327,600.00	Monthly - based on actual hours accompanied by descriptions for work completed during time billed.
8	Outreach Coordinator	252	Hours	\$ 165.00	\$41,580.00	Monthly - based on actual hours accompanied by descriptions for work completed during time billed.
TOTAL PROJECT MANAGEMENT FEES					\$1,525,860.00	

Program Management Minimum Level of Service

- 1 Work closely with the County to identify MHU Parks in the floodplain and create a project plan to implement
- 2 Update policies and procedures promptly as regulations evolve or as directed by the County.
- 3 Keep all team members trained on the latest applicable federal, state, and local requirements.
- 4 Submit monthly and quarterly reports with updates on application status, fund usage, and compliance.
- 5 Provide ad hoc reports upon County request within three business days.
- 6 Ensure all reports align with DRGR metrics and County formatting requirements.
- 7 Maintain accurate and real-time records of all program actions in the SOR.

Option A: Disaster Recovery Program Management HOMEBUYER ASSISTANCE PROGRAM Documentation Deliverables (30 Days)						Attach any assumptions, detailed rate justifications, reuse of documentation, or quantity discount schedules as necessary.
ITEM No.	TASK	QUANTITY	UNIT MEASURE	BLENDED LOADED UNIT PRICE / Measure	AMOUNT	
1	Develop & Deliver Program Policies	1	Fixed Price	\$ 36,120.00	\$36,120.00	What it would cover: Up to \$80,000 for down payment, subsidized interest rate, closing costs, etc. Can purchase a single-family home.
2	Develop Program Standard Operating Procedures	1	Fixed Price	\$ 38,052.00	\$38,052.00	Upon County acceptance and approval of the V1 Program Guidelines
3	Develop intake workflows	1	Fixed Price	\$ 17,808.00	\$17,808.00	Upon County acceptance and approval of the following SOPs -- Intake, eligibility, Underwriting, Award, Closeout
4	Develop and publish an appeals process	1	Fixed Price	\$ 10,584.00	\$10,584.00	Upon County acceptance and approval of the overall program process map
TOTAL DOCUMENTATION FEES					\$102,564.00	Upon County acceptance and approval of the appeals SOP

Documentation Minimum Level of Service

- 1 Program Policies, SOPs, and NOFAs to be created within 30 days of contract start date OR 30 days prior to Program Launch Date Including drafts, County Approvals and Final Version

From Staff Rate Sheet

Enter Staff to perform Program Management Tasks over 3 Years.

HOMEBUYER ASSISTANCE PROGRAM Program Management (3 Years)						
Staff Number	Staff Position	QUANTITY	UNIT MEASURE	BLENDED LOADED UNIT PRICE / Measure	AMOUNT	Invoice Point
16	Subject Matter Expert	252	Hours	\$ 250.00	\$63,000.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.
13	Program Director	2226	Hours	\$ 230.00	\$511,980.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.
5	HBA Specialist	252	Hours	\$ 150.00	\$37,800.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.
TOTAL PROGRAM MANAGEMENT FEES					\$612,780.00	

Program Management Minimum Level of Service

- 1 Establish Relationships with Mortgage Lenders
- 2 Train staff on assisting potential Homebuyers with getting qualified and applying for grant funding services and Home Loan
- 3 Work with Lenders to establish training programs.
- 4 Maintain secure digital and physical files in accordance with 2 CFR 200.303 and HUD standards.
- 5 Track and log all disbursements in SOR and provide to the County to update HUD DRGR with applicant-level detail, maintaining audit-ready records for each disbursement, including source, amount, and recipient.
- 6 Conduct regular reconciliations to verify proper allocation and flag anomalies.
- 7 Maintain logs of assistance provided and common applicant challenges for process improvements.
- 8 Conduct periodic self-audits and provide documentation during County or HUD reviews.
- 9 Update policies and procedures promptly as regulations evolve or as directed by the County.
- 10 Keep all team members trained on the latest applicable federal, state, and local requirements.
- 11 Maintain QC logs and checklists for all disbursements and draw packets.
- 12 Ensure appeal decisions are issued within 15 business days of submission.
- 13 Maintain logs of appeals, decisions, and resolutions for monitoring purposes.
- 14 Submit monthly and quarterly reports with updates on application status, fund usage, and compliance.
- 15 Provide ad hoc reports upon County request within three business days.
- 16 Ensure all reports align with DRGR metrics and County formatting requirements.
- 17 Maintain accurate and real-time records of all program actions in the SOR.

HOMEBUYER ASSISTANCE PROGRAM Application Completion (3 Years, Est. 210 Applicants)						
Item Number	Task	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT	Invoice Point
1	Processed Application	1	Each	\$ 6,287.60	\$6,287.60	Per Application, invoice per month -- based upon execution of Homeowner Grant Agreement - tracked in Canopy
TOTAL APPLICATION PROCESSING FEES - 210					\$1,320,396.00	

Application Intake & Award Minimum Level of Service

Application Intake & Award

1. Work buyer to complete the application for the down payment grant funding
2. Provide applicants with case updates within three business days of inquiry.
3. Issue awards or vouchers only after full eligibility and documentation review.

Payment Limitation Clause for Application Intake & Award:

1. The County will only authorize payment for services tied to successfully processed and approved applications. No compensation shall be provided for incomplete, withdrawn, ineligible, or denied applications that do not result in an eligible award or disbursement under the applicable CDBG-DR program guidelines.

TOTAL DOCUMENTATION FEES	\$102,564.00
TOTAL PROGRAM MANAGEMENT FEES	\$612,780.00
TOTAL APPLICATION PROCESSING FEES	\$1,320,396.00
HOMEBUYER ASSISTANCE PROGRAM TOTAL	
\$2,035,740.00	

Option A: Disaster Recovery Program Management						Attach any assumptions, detailed rate justifications, reuse of documentation, or quantity discount schedules as necessary.
DISASTER RELIEF PAYMENT PROGRAM						
Documentation Deliverables (30 Days)						
ITEM No.	TASK	QUANTITY	UNIT MEASURE	BLENDED LOADED UNIT PRICE / Measure	AMOUNT	Invoice Point
1	Develop & Deliver Program Policies	1	Fixed Price	\$ 34,020.00	\$34,020.00	Upon County acceptance and approval of the V1 Program Guidelines
2	Develop Program Standard Operating Procedures	1	Fixed Price	\$ 51,660.00	\$51,660.00	Upon County acceptance and approval of the following SOPs -- Intake, eligibility, DOB, Award, Closeout
3	Develop intake workflows	1	Fixed Price	\$ 12,810.00	\$12,810.00	Upon County acceptance and approval of the overall program process map
4	Develop standardized application forms (Intake and Appeals)	1	Fixed Price	\$ 36,540.00	\$36,540.00	Upon County acceptance and approval of the intake application (questions) and appeals form
5	Develop and publish an appeals process	1	Fixed Price	\$ 8,106.00	\$8,106.00	Upon County acceptance and approval of the Appeals SOP
6	Develop NOFA	1	Fixed Price	\$ 103,040.00	\$103,040.00	Upon the 'go-live' date for the intake application
TOTAL DOCUMENTATION FEES						\$246,176.00

Documentation Minimum Level of Service

1 Program Policies, SOPs, and NOFAs to be created within 30 days of contract start date OR 30 days prior to Program Launch Date including drafts, County Approvals and Final Version

DISASTER RELIEF PAYMENT PROGRAM						
Program Management (3 Years)						
Staff Number	Staff Position	QUANTITY	UNIT MEASURE	BLENDED LOADED UNIT PRICE / Measure	AMOUNT	Invoice Point
6	DRP Program Lead	3780	Hours	\$ 155.00	\$585,900.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.
16	Subject Matter Expert	336	Hours	\$ 250.00	\$84,000.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.
TOTAL PROGRAM MANAGEMENT FEES						\$669,900.00

Program Management Minimum Level of Service

Disburse funds for eligible essential living expenses (e.g., rent, mortgage, utilities) to qualified LMI households per 24 CFR 570.208(a)(2).

- 1 Maintain secure digital and physical files in accordance with 2 CFR 200.303 and HUD standards.
- 2 Track and log all disbursements in SOR and provide to the County to update HUD DRGR with applicant-level detail, maintaining audit-ready records for each disbursement, including source, amount, and recipient.
- 3 Conduct regular reconciliations to verify proper allocation and flag anomalies.
- 4 Maintain logs of assistance provided and common applicant challenges for process improvements.
- 5 Conduct periodic self-audits and provide documentation during County or HUD reviews.
- 6 Update policies and procedures promptly as regulations evolve or as directed by the County.
- 7 Keep all team members trained on the latest applicable federal, state, and local requirements.
- 8 Maintain QC logs and checklists for all disbursements and draw packets.
- 9 Ensure appeal decisions are issued within 15 business days of submission.
- 10 Maintain logs of appeals, decisions, and resolutions for monitoring purposes.
- 11 Submit monthly and quarterly reports with updates on application status, fund usage, and compliance.
- 12 Provide ad hoc reports upon County request within three business days.
- 13 Ensure all reports align with DRGR metrics and County formatting requirements.
- 14 Maintain accurate and real-time records of all program actions in the SOR.
- 15 Conduct or consult on Inspections and Receipt Reviews as required.

DISASTER RELIEF PAYMENT PROGRAM						
Application Completion (3 Years, Est. 2000 Applicants)						
Item Number	Task	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT	Invoice Point
1	Processed Application	1	Each	\$ 2,004.51	\$2,004.51	Per Application, upon the Applicant's execution of the DRP Grant Agreement - tracked in Canopy
TOTAL APPLICATION PROCESSING FEES-2000						\$4,009,016.00

Application Intake & Award Minimum Level of Service

Application Intake & Award

- 1 Perform complete verification of applicant eligibility, loss of income, hardship, job loss, and displacement due to disaster
- 2 Utilize standard tools (e.g., FEMA, SBA, insurance) to conduct compliant DOB analysis.
- 3 Provide written DOB determinations and maintain clear documentation in each applicant file.
- 4 Provide applicants with case updates within three business days of inquiry.
- 5 Issue awards or vouchers only after full eligibility, DOB clearance, and documentation review.
- 6 Complete draw requests within five business days of receipt, barring documentation issues.
- 7 Resolve payment issues or discrepancies within seven business days.

Payment Limitation Clause for Application Intake & Award:

- 1 The County will only authorize payment for services tied to successfully processed and approved applications. No compensation shall be provided for incomplete, withdrawn, ineligible, or denied applications that do not result in an eligible award or disbursement under the applicable CDBG-DR program guidelines.

TOTAL DOCUMENTATION FEES	\$246,176.00
TOTAL PROGRAM MANAGEMENT FEES	\$669,900.00
TOTAL APPLICATION PROCESSING FEES	\$4,009,016.00
DISASTER RELIEF PAYMENT PROGRAM TOTAL	\$4,925,092.00

Option A: Disaster Recovery Program Management						Attach any assumptions, detailed rate justifications, reuse of documentation, or quantity discount schedules as necessary.	
SMALL BUSINESS COMMUNITY RECOVERY PROGRAM							
Documentation Deliverables (30 Days)							
ITEM No.	TASK	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT	What it would cover:	
1	Develop & Deliver Program Policies	1	Fixed Price	\$ 38,850.00	\$38,850.00	Upon County acceptance and approval of the V1 Program Guidelines	
2	Develop Program Standard Operating Procedures	1	Fixed Price	\$ 44,688.00	\$44,688.00	Upon County acceptance and approval of the following SOPs -- Intake, eligibility, DOB / Underwriting, Award, Closeout	
3	Develop intake workflows	1	Fixed Price	\$ 25,116.00	\$25,116.00	Upon County acceptance and approval of the overall program process map	
4	Develop application and underwriting criteria for eligibility, financial need, and job impact.	1	Fixed Price	\$ 44,688.00	\$44,688.00	Upon County acceptance and approval	
5	Develop and publish an appeals process	1	Fixed Price	\$ 7,770.00	\$7,770.00	Upon County acceptance and approval of the Appeals SOP	
6	Develop NOFA	1	Fixed Price	\$ 98,552.00	\$98,552.00	Upon the 'go-live' date for the intake application	
7	Develop Enforceable Agreements detailing compliance terms and remedies	1	Fixed Price	\$ 44,688.00	\$44,688.00	Upon County acceptance and approval of the draft template, Grant/Loan agreement	
TOTAL DOCUMENTATION FEES						\$304,352.00	

Documentation Minimum Level of Service

1 Program Policies, SOPs, and NOFAs to be created within 30 days of contract start date OR 30 days prior to Program Launch Date Including drafts, County Approvals and Final Version

SMALL BUSINESS COMMUNITY RECOVERY PROGRAM						From Staff Rate Sheet	
Program Management (3 Years)							
Staff Number	Staff Position	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT		
13	Program Director	3528	Hours	\$ 230.00	\$811,440.00	Enter Staff to perform Program Management Tasks over 3 Years	
TOTAL PROGRAM MANAGEMENT FEES						\$811,440.00	

Program Management Minimum Level of Service

- 1 Coordinate with Chambers, SBDCs, and community partners for outreach and support.
- 2 Provide grants/forgivable loans in compliance with the LMI Job Creation/Retention national objective (24 CFR 570.208(a)(4)).
- 3 Administer CDBG-DR funds for eligible small businesses impacted by federally declared disasters.
- 4 Track and log all disbursements in SOR and provide to the County to update HUD DRGR with applicant-level detail, maintaining audit-ready records for each disbursement, including source, amount, and recipient.
- 5 Conduct targeted outreach to LMI and underserved business communities and track job creation/retention, ownership demographics, and LMI service area compliance.
- 6 Maintain logs of assistance provided and common applicant challenges for process improvements.
- 7 Conduct periodic self-audits and provide documentation during County or HUD reviews.
- 8 Update policies and procedures promptly as regulations evolve or as directed by the County.
- 9 Keep all team members trained on the latest applicable federal, state, and local requirements.
- 10 Maintain QC logs and checklists for all disbursements and draw packets.
- 11 Ensure appeal decisions are issued within 15 business days of submission.
- 12 Maintain logs of appeals, decisions, and resolutions for monitoring purposes.
- 13 Submit monthly and quarterly reports with updates on application status, fund usage, and compliance.
- 14 Provide ad hoc reports upon County request within three business days.
- 15 Ensure all reports align with DRGR metrics and County formatting requirements.
- 16 Maintain accurate and real-time records of all program actions in the SOR.
- 17 Conduct or consult on Inspections and Receipt Reviews as required.

SMALL BUSINESS COMMUNITY RECOVERY PROGRAM Application Completion (3 Years, Est. 54 Applicants)					
Item Number	Task	QUANTITY	UNIT MEASURE	BLENDED LOADED UNIT PRICE / Measure	AMOUNT
1	Processed Application	1	Each	\$ 27,262.31	\$27,262.31
TOTAL APPLICATION PROCESSING FEES-54					\$1,472,164.62

Application Intake & Award Minimum Level of Service

Application Intake & Award

1. Perform complete verification of applicant eligibility serving Low to moderate-income areas and/or creating low to moderate-income jobs
2. Utilize standard tools (e.g., FEMA, SBA, insurance) to conduct compliant DOB analysis.
3. Provide written DOB determinations and maintain clear documentation in each applicant file.
4. Provide applicants with case updates within three business days of inquiry.
5. Issue awards or vouchers only after full eligibility, DOB clearance, and documentation review.
6. Complete draw requests within five business days of receipt, barring documentation issues.
7. Resolve payment issues or discrepancies within seven business days.

Payment Limitation Clause for Application Intake & Award:

The County will only authorize payment for services tied to successfully processed and approved applications. No compensation shall be provided for incomplete, withdrawn, ineligible, or denied applications that do not result in an eligible award or disbursement under the applicable CDBG-DR program guidelines.

TOTAL DOCUMENTATION FEES	\$304,352.00
TOTAL PROGRAM MANAGEMENT FEES	\$811,440.00
TOTAL APPLICATION PROCESSING FEES	\$1,472,164.62
SMALL BUSINESS COMMUNITY RECOVERY PROGRAM TOTAL	\$2,587,956.62

Option A: Disaster Recovery Program Management NON-PROFIT COMMUNITY RECOVERY PROGRAM Documentation Deliverables (30 Days)					
Attach any assumptions, detailed rate justifications, reuse of documentation, or quantity discount schedules as necessary.					
ITEM No.	TASK	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT
1	Develop & Deliver Program Policies	1	Fixed Price	\$ 21,378.00	\$21,378.00
2	Develop Program Standard Operating Procedures	1	Fixed Price	\$ 27,216.00	\$27,216.00
3	Develop intake workflows	1	Fixed Price	\$ 13,776.00	\$13,776.00
4	Develop application and underwriting criteria for eligibility, financial need, and job impact.	1	Fixed Price	\$ 21,378.00	\$21,378.00
5	Develop and publish an appeals process	1	Fixed Price	\$ 9,576.00	\$9,576.00
6	Develop NOFA	1	Fixed Price	\$ 66,416.00	\$66,416.00
7	Develop underwriting criteria addressing financial need, DOB compliance (Stafford Act §312), and disaster impact.	1	Fixed Price	\$ 18,555.60	\$18,555.60
8	Develop Enforceable Agreements detailing compliance terms and remedies	1	Fixed Price	\$ 18,555.60	\$18,555.60
TOTAL DOCUMENTATION FEES					\$196,851.20

Documentation Minimum Level of Service

1 Program Policies, SOPs, and NOFAs to be created within 30 days of contract start date OR 30 days prior to Program Launch Date Including drafts, County Approvals and Final Version

From Staff Rate Sheet

Enter Staff to perform Program Management Tasks over 3 Years

NON-PROFIT COMMUNITY RECOVERY PROGRAM Program Management (3 Years)					
Staff Number	Staff Position	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT
13	Program Director	1512	Hours	\$ 230.00	\$347,760.00
TOTAL PROGRAM MANAGEMENT FEES					\$347,760.00

Program Management Minimum Level of Service

- 1 Verify eligibility of 501(c)(3) or 501(c)(19) nonprofits aligned with HUD's LMI national objectives (24 CFR 570.208).
- 2 Manage CDBG-DR funds to assist nonprofits serving Low- and Moderate-Income (LMI) populations.
- 3 Execute grant agreements outlining performance, compliance, and recordkeeping requirements.
- 4 Track and log all disbursements in SOR and provide to the County to update HUD DRGR with applicant-level detail, maintaining audit-ready records for each disbursement, including source, amount, and recipient.
- 5 Ensure compliance with HUD regulations (24 CFR 570.201(c)) and environmental review (24 CFR Part 58).
- 6 Maintain logs of assistance provided and common applicant challenges for process improvements.
- 7 Conduct periodic self-audits and provide documentation during County or HUD reviews.
- 8 Update policies and procedures promptly as regulations evolve or as directed by the County.
- 9 Keep all team members trained on the latest applicable federal, state, and local requirements.
- 10 Maintain QC logs and checklists for all disbursements and draw packets.
- 11 Ensure appeal decisions are issued within 15 business days of submission.
- 12 Maintain logs of appeals, decisions, and resolutions for monitoring purposes.
- 13 Submit monthly and quarterly reports with updates on application status, fund usage, and compliance.
- 14 Provide ad hoc reports upon County request within three business days.
- 15 Ensure all reports align with DRGR metrics and County formatting requirements.
- 16 Maintain accurate and real-time records of all program actions in the SOR.
- 17 Conduct or consult on Inspections and Receipt Reviews as required.

NON-PROFIT COMMUNITY RECOVERY PROGRAM Application Completion (3 Years, Est. 24 Applicants)					
Item Number	Task	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT
1	Processed Application	1	Each	\$ 27,262.31	\$27,262.31
TOTAL APPLICATION PROCESSING FEES-24					\$654,295.38

Application Intake & Award Minimum Level of Service

Application Intake & Award

1. Perform complete verification of applicant eligibility serving Low to moderate-income populations
2. Utilize standard tools (e.g., FEMA, SBA, insurance) to conduct compliant DOB analysis.
3. Provide written DOB determinations and maintain clear documentation in each applicant file.
4. Provide applicants with case updates within three business days of inquiry.
5. Issue awards or vouchers only after full eligibility, DOB clearance, and documentation review.
6. Complete draw requests within five business days of receipt, barring documentation issues.
7. Resolve payment issues or discrepancies within seven business days.

Payment Limitation Clause for Application Intake & Award:

The County will only authorize payment for services tied to successfully processed and approved applications. No compensation shall be provided for incomplete, withdrawn, ineligible, or denied applications that do not result in an eligible award or disbursement under the applicable CDBG-DR program guidelines.

TOTAL DOCUMENTATION FEES	\$196,851.20
TOTAL PROGRAM MANAGEMENT FEES	\$347,760.00
TOTAL APPLICATION PROCESSING FEES	\$654,295.38
NON-PROFIT COMMUNITY RECOVERY PROGRAM TOTAL	\$1,198,906.58

Option A: Disaster Recovery Program Management						Attach any assumptions, detailed rate justifications, reuse of documentation or quantity discount schedules as necessary.
LOCAL MITIGATION PLANNING PROGRAM Program Management (3 Years)						
Staff Number	Staff Position	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT	What it would cover: • Up to \$1,000,000 for mitigation planning, feasibility studies, outreach and mitigation needs assessments, etc.
16	Subject Matter Expert	3024	Hours	\$ 250.00	\$756,000.00	Monthly - based on actual hours accompanied by descriptions for work completed during time billed.
10	Senior Planner	4536	Hours	\$ 200.00	\$907,200.00	Monthly - based on actual hours accompanied by descriptions for work completed during time billed.
9	Planner	4536	Hours	\$ 165.00	\$748,440.00	Monthly - based on actual hours accompanied by descriptions for work completed during time billed.
12	Senior Grant Manager	1512	Hours	\$ 225.00	\$340,200.00	Monthly - based on actual hours accompanied by descriptions for work completed during time billed.
TOTAL PROJECT MANAGEMENT FEES						\$2,751,840.00

Program Management Minimum Level of Service

- 1 Work closely with the County to conduct mitigation planning, feasibility studies, outreach, and mitigation needs assessment.
- 2 Update policies and procedures promptly as regulations evolve or as directed by the County.
- 3 Keep all team members trained on the latest applicable federal, state, and local requirements.
- 4 Submit monthly and quarterly reports with updates on application status, fund usage, and compliance.
- 5 Provide ad hoc reports upon County request within three business days.
- 6 Ensure all reports align with DRGR metrics and County formatting requirements.
- 7 Maintain accurate and real-time records of all program actions in the SOR.

Option A: Disaster Recovery Program Management						Attach any assumptions, detailed rate justifications, reuse of documentation, or quantity discount schedules as necessary.
LOCAL MITIGATION INFRASTRUCTURE PROGRAM Documentation Deliverables (30 Days)						
ITEM No.	TASK	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT	What it would cover: • Up to \$5,000,000 for each infrastructure project that increases resilience, reduces risk.
1	Develop & Deliver Program Policies	1	Fixed Price	\$ 78,750.00	\$78,750.00	Upon County acceptance and approval of the V1 Program Guidelines
2	Develop Program Standard Operating Procedures	1	Fixed Price	\$ 74,760.00	\$74,760.00	Upon County acceptance and approval of the following SOPs -- Intake, eligibility, DOB / Underwriting, Award, Closeout
3	Develop NOFA	1	Fixed Price	\$ 51,870.00	\$51,870.00	Upon the 'go-live' date for the intake application
4	Develop Enforceable Agreements detailing compliance terms and remedies	1	Fixed Price	\$ 39,900.00	\$39,900.00	Upon County acceptance and approval of the draft template, the Subrecipient Agreement
TOTAL DOCUMENTATION FEES						\$245,280.00

Documentation Minimum Level of Service

- 1 Program Policies, SOPs, and NOFAs to be created within 30 days of contract start date OR 30 days prior to Program Launch Date Including drafts, County Approvals and Final Version

LOCAL MITIGATION INFRASTRUCTURE PROGRAM Program Management (3 Years)					
Staff Number	Staff Position	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT
16	Subject Matter Expert	428.4	Hours	\$ 250.00	\$107,100.00
12	Senior Grant Manager	1495.2	Hours	\$ 225.00	\$336,420.00
15	Mitigation Programs Manager	3696	Hours	\$ 250.00	\$924,000.00
11	Mitigation Senior Grant Manager	9828	Hours	\$ 225.00	\$2,211,300.00
TOTAL PROGRAM MANAGEMENT FEES					\$3,578,820.00
Invoice Point					
16	Subject Matter Expert	428.4	Hours	\$ 250.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.
12	Senior Grant Manager	1495.2	Hours	\$ 225.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.
15	Mitigation Programs Manager	3696	Hours	\$ 250.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.
11	Mitigation Senior Grant Manager	9828	Hours	\$ 225.00	Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.

Program Management Minimum Level of Service

- 1 Conduct cost-benefit analysis and environmental reviews (24 CFR Parts 58 & 55); ensure compliance.
- 2 Execute compliant subrecipient or vendor agreements with clear performance and labor standards.
- 3 Prioritize and manage investments that reduce risk and benefit LMI communities (24 CFR 570.208(a)(1)).
- 4 Administer funds for mitigation infrastructure (e.g., flood protection, stormwater, resilience projects).
- 5 Ensure compliance with HUD regulations (24 CFR 570.201(c)) and environmental review (24 CFR Part 58).
- 6 Conduct periodic self-audits and provide documentation during County or HUD reviews.
- 7 Update policies and procedures promptly as regulations evolve or as directed by the County.
- 8 Keep all team members trained on the latest applicable federal, state, and local requirements.
- 9 Maintain QC logs and checklists for all disbursements and draw packets.
- 10 Maintain logs of appeals, decisions, and resolutions for monitoring purposes.
- 11 Submit monthly and quarterly reports with updates on application status, fund usage, and compliance.
- 12 Provide ad hoc reports upon County request within 3 business days.
- 13 Ensure all reports align with DRGR metrics and County formatting requirements.
- 14 Maintain accurate and real-time records of all program actions in the SOR.
- 15 Conduct or consult on Inspections and Receipt Reviews as required

TOTAL DOCUMENTATION FEES	\$245,280.00
TOTAL PROGRAM MANAGEMENT FEES	\$3,578,820.00
LOCAL MITIGATION INFRASTRUCTURE PROGRAM TOTAL	\$3,824,100.00

25-0425-RFP Management, Administration & Implementation of Community Development Block Grant -Disaster Recovery (CDBG-DR) Program		
Management, Administration & Implementation of		
Option B: Housing Program Management		3 Year Cost Estimates
ITEM No.	PROGRAM DESCRIPTION	COST
PROJECT/PROGRAM MANAGEMENT SERVICES		
1	Total Environmental Review/Inspection Fees	\$3,602,000.00
2	Project Management	\$3,215,520.00
3	Other Professional Services	\$2,987,593.00
4	Homeowner Rehabilitation/Reconstruction Program	\$455,746,737.00
5	Homeowner Reimbursement Program	\$2,728,108.00
6	Small Rental Rehabilitation/Reconstruction Program (Local Landlord Program)	\$71,779,514.37
TOTAL CDBG-DR PROJECT COST		\$ 540,059,472.37

Option B: Housing Program Management
Provide Staff Rates for a 3 Year Term

Staff	Staff Position	Billable Rate (Hourly)
1	Administrative Assistant	\$ 75.00
2	Call Center Representative	\$ 85.00
3	Case Manager	\$ 95.00
4	Construction Admin	\$ 115.00
5	Outreach Coordinator	\$ 165.00
6	Project Lead	\$ 175.00
7	Construction Project Manager	\$ 185.00
8	Policy Coordinator	\$ 185.00
9	SFH Deputy Program Director	\$ 190.00
10	Deputy Program Director	\$ 215.00
11	Deputy Construction Director	\$ 215.00
12	Process Manager	\$ 225.00
13	Program Director	\$ 230.00
14	Construction Director	\$ 230.00
15	Policy Manager	\$ 235.00
16	Finance Manager	\$ 250.00
17	Subject Matter Expert	\$ 250.00
18	Lead Project Manager	\$ 275.00

Penalty Clause for key staffing:

1 Should any key staff leave or be replaced within an agreed upon time frame, the Contractor shall incur a penalty as stipulated by the contract terms

Option B: Housing Program Management					
Environmental Reviews and Inspection Rates					
ITEM No.	TASK	QUANTITY	UNIT MEASURE	BLENDDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT
1	Environmental Review Tier 1* (County-wide)	1	Fixed Price	\$ 25,000.00	\$25,000.00
2	Environmental Review Tier 2 (Per Site/Project)	1725	Fixed Price	\$ 1,000.00	\$1,725,000.00
3	Environmental Assessment (As Needed Per Project)	0	Fixed Price	\$ 18,000.00	\$0.00
4	Interim Inspections (As Applicable)	1340	Fixed Price	\$ 550.00	\$737,000.00
5	Final Inspection (As Applicable)	1340	Fixed Price	\$ 550.00	\$737,000.00
6	Lead-Based Paint Inspection (As Needed)	5	Fixed Price	\$ 1,200.00	\$6,000.00
7	Lead-Based Paint Risk Assessment (As Needed)	300	Fixed Price	\$ 1,200.00	\$360,000.00
8	Mold Inspection (As Needed)	5	Fixed Price	\$ 1,200.00	\$6,000.00
9	Asbestos Inspection (As Needed)	5	Fixed Price	\$ 1,200.00	\$6,000.00
10	Davis Bacon Compliance		Time & Materials	\$ 40,000.00	\$0.00
TOTAL ENVIRONMENTAL REVIEW FEES/INSPECTION RATES					\$3,602,000.00

Option B: Housing Program Management					
Provide for a 3 Year Term					
ITEM No.	PROJECT ROLE	QUANTITY	UNIT MEASURE	BLENDDED (all inclusive) LOADED UNIT PRICE / HOUR	AMOUNT
1	Lead Project Manager	9,374	Hour(s)	\$ 275.00	\$2,577,960.00
2	Finance Manager	1,310	Hour(s)	\$ 250.00	\$327,600.00
3	Policy Manager	605	Hour(s)	\$ 235.00	\$142,128.00
4	Policy Coordinator	907	Hour(s)	\$ 185.00	\$167,832.00
TOTAL PROJECT MANAGEMENT FEES for 3 Years					\$3,215,520.00

Minimum Level of Service

- 1 Establish and Manage Project charters, project timelines, goals, metrics, and deliverables for the management of the programs.
- 2 Project Management Oversight for the Programs under the vendor's purview
- 3 Weekly & Monthly Status Reports
- 4 Reporting - Timelines, Budgets, Risks, Compliance, etc.
- 5 Administrative Oversight
- 6 Submit invoices, timesheets, and Record Keeping
- 7 Status Meetings
- 8 Communications Collaboration
- 9 Transition and Continuity of Operations
- 10 Managing Change Orders
- 11 Onboarding, training, and technical assistance

Option B: Housing Program Management					
Provide for a 3 Year Term					
Other Professional Services					
ITEM No.	SERVICE	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / HOUR	AMOUNT
1	Call Center Establishment and Operation	1	Est. Budget	\$ 1,068,480.00	\$1,068,480.00
2	In-Person Customer Service Center Establishment and Operation	1	Est. Budget	\$ 1,267,000.00	\$1,267,000.00
3	Training	1	Est. Budget	\$ 140,868.00	\$140,868.00
4	Grant Compliance and Monitoring (3 Programs)	1,953	Hour(s)	\$ 168.87	\$329,805.00
5	Project & Program Closeout (3 Programs)	882	Hour(s)	\$ 205.71	\$181,440.00
TOTAL OTHER PROFESSIONAL SERVICE FEES					\$2,987,593.00
Invoice Point					

Minimum Level of Service

Call Center Establishment and Operation

- Provide trained, U.S.-based personnel familiar with CDBG-DR and Pinellas-specific requirements to provide application intake and support.
- Operate a dedicated, functional call center with live support and a published contact number.
- Implements feedback mechanisms (e.g., customer service surveys) to measure performance, program efficiency, and effectiveness.

In-Person Customer Service Centers Establishment and Operation

- Provide trained, U.S.-based personnel familiar with CDBG-DR and Pinellas-specific requirements to provide in-person application intake and support during weekday, evening, and weekend hours.
- Operate during key program phases with ADA-accessible, transit-friendly, and rotating physical locations.
- Include language assistance, pop-up/mobile options, and customer satisfaction surveys.

Training

- Deliver comprehensive training before program engagement and within 3 days of regulatory changes.
- Cover HUD, CDBG-DR, URA, Davis-Bacon, financial, procurement, and environmental topics as necessary.
- Provide Training and Reviews on Standard Operating Procedures or Program Policies
- Maintain and submit attendance logs and training records for audit purposes.

Grant Compliance and Monitoring

- Provide trained staff with experience in 2 CFR Part 200 and HUD cross-cutting regulations.
- Conduct regular subrecipient/contractor monitoring and develop risk-based plans.
- Generate reports, checklists, and assist with audits, QPRs, and technical compliance.

Program and Project Closeout

- Finalize and organize all documentation and reports in compliance with HUD and County standards.
- Support audits, submit all certifications and performance metrics, and provide a transition plan.
- Deliver all closeout deliverables (e.g., final case files, outcome reports) by the end of the contract or as agreed.

Option B: Housing Program Management					
HOMEOWNER REHABILITATION/RECONSTRUCTION PROGRAM					
Documentation Deliverables (30 Days)					
ITEM No.	TASK	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT
1	Develop & Deliver Program Policies	1	Fixed Price	\$ 39,690.00	\$39,690.00
2	Develop Program Standard Operating Procedures	1	Fixed Price	\$ 120,960.00	\$120,960.00
3	Develop intake workflows	1	Fixed Price	\$ 28,350.00	\$28,350.00
4	Develop standardized application forms (Intake and Appeals)	1	Fixed Price	\$ 19,194.00	\$19,194.00
5	Develop and publish an appeals process	1	Fixed Price	\$ 9,744.00	\$9,744.00
6	Develop NOFA	1	Fixed Price	\$ 136,500.00	\$136,500.00
TOTAL DOCUMENTATION FEES					\$354,438.00
Invoice Point					

Attach any assumptions, detailed rate justifications, reuse of documentation, or quantity discount schedules as necessary.

What it would cover:

- Up to \$375,000 in repairs that have not been covered under other programs.
- Work to be completed after the application is approved.

Documentation Minimum Level of Service

Program Policies, SOPs, and NOFAs to be created within 30 days of contract start date OR within 30 days of Program Launch Date Including drafts, County Approvals and Final Version

HOMEOWNER REHABILITATION/RECONSTRUCTION PROGRAM Program Management (3 Years)						
From Staff Rate Sheet	Staff Number	Staff Position	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT
					Invoice Point	
Enter Staff to perform Program Management Tasks over 3 Years	13	Program Director	5443.2	Hours	\$ 230.00	\$1,251,936.00
	10	Deputy Program Director	5443.2	Hours	\$ 215.00	\$1,170,288.00
	17	Subject Matter Expert	1764	Hours	\$ 250.00	\$441,000.00
	5	Outreach Coordinator	252	Hours	\$ 165.00	\$41,580.00
	12	Process Manager	1713.6	Hours	\$ 225.00	\$385,560.00
TOTAL PROGRAM MANAGEMENT FEES					\$3,290,364.00	

Program Management Minimum Level of Service

- 1 Maintain secure digital and physical files in accordance with 2 CFR 200.303 and HUD standards.
- 2 Track and log all disbursements in SOR and provide to the County to update HUD DRGR with applicant-level detail, maintaining audit-ready records for each disbursement, including source, amount, and recipient.
- 3 Conduct regular reconciliations to verify proper allocation and flag anomalies.
- 4 Maintain logs of assistance provided and common applicant challenges for process improvements.
- 5 Conduct periodic self-audits and provide documentation during County or HUD reviews.
- 6 Update policies and procedures promptly as regulations evolve or as directed by the County.
- 7 Keep all team members trained on the latest applicable federal, state, and local requirements.
- 8 Maintain QC logs and checklists for all disbursements and draw packets.
- 9 Ensure appeal decisions are issued within 15 business days of submission.
- 10 Maintain logs of appeals, decisions, and resolutions for monitoring purposes.
- 11 Submit monthly and quarterly reports with updates on application status, fund usage, and compliance.
- 12 Provide ad hoc reports upon County request within 3 business days.
- 13 Ensure all reports align with DRGR metrics and County formatting requirements.
- 14 Maintain accurate and real-time records of all program actions in the SOR.

HOMEOWNER REHABILITATION/RECONSTRUCTION PROGRAM Application Completion (3 Years, Est. 1100 Applicants)						
Item Number	Task	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT	Invoice Point
				Invoice Point		
1	Processed Application	1	Each	\$ 25,507.41	\$25,507.41	Per application - upon execution of homeowner grant agreement - tracked in Canopy
TOTAL APPLICATION PROCESSING FEES - 1100					\$28,058,151.00	

Application Intake & Award Minimum Level of Service

Application Intake & Award

1. Perform complete verification of applicant ownership, occupancy, income, and damage.
2. Utilize standard tools (e.g., FEMA, SBA, insurance) to conduct compliant DOB analysis.
3. Provide written DOB determinations and maintain clear documentation in each applicant file.
4. Provide applicants with case updates within three business days of inquiry.
5. Issue awards or vouchers only after full eligibility, DOB clearance, and documentation review.
6. Complete draw requests within five business days of receipt, barring documentation issues.
7. Resolve payment issues or discrepancies within seven business days.

Payment Limitation Clause for Application Intake & Award:

1. The County will only authorize payment for services tied to successfully processed and approved applications. No compensation shall be provided for incomplete, withdrawn, ineligible, or denied applications that do not

HOMEOWNER REHABILITATION/RECONSTRUCTION PROGRAM Construction Management Services (3 Years)						
ITEM No.	PROJECT ROLE	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / HOUR	AMOUNT	Invoice Point
14	Construction Director	5443.2	Hour(s)	\$ 230.00	\$1,251,936.00	Monthly - based on actual hours accompanied by descriptions for work completed during time billed.
11	Deputy Construction Director	5443.2	Hour(s)	\$ 215.00	\$1,170,288.00	Monthly - based on actual hours accompanied by descriptions for work completed during time billed.
4	Construction Admin	19320	Hour(s)	\$ 115.00	\$2,221,800.00	Monthly - based on actual hours accompanied by descriptions for work completed during time billed.
7	Construction Project Manager	37296	Hour(s)	\$ 185.00	\$6,899,760.00	Monthly - based on actual hours accompanied by descriptions for work completed during time billed.
TOTAL CONSTRUCTION MANAGEMENT FEES					\$11,543,784.00	

Construction Management Minimum Level of Service

- 1 Review and confirm project scope, budget, and timeline, and assist with the development of scopes of work (SOW) for each property or project.
- 2 Participate in homeowner meetings to explain repair/reconstruction processes.
- 3 Coordinate environmental review clearance (24 CFR Part 58 compliance).
- 4 Assist with procurement of general contractors in compliance with 2 CFR Part 200.317-326, reviewing contractor competitive bids, and supporting the selection process.
- 5 Ensure contractors meet licensing, bonding, and insurance requirements, and manage contractor onboarding and pre-construction meetings.
- 6 Monitor construction progress and adherence to the approved SOW.
- 7 Conduct regular interim inspections and quality assurance site visits, and address construction deficiencies and issue correction notices.
- 8 Verify compliance with Davis-Bacon labor standards, and ensure compliance with Florida Building Code, HUD Housing Quality Standards (HQS), and local codes.
- 9 Maintain project files, including permits, inspection reports, change orders, and photos.
- 10 Prepare construction progress reports and updates for County review and County upload to the HUD DRGR system, and track and report on timelines, budgets, milestones, and contractor performance.
- 11 Ensure all work is complete and meets federal and local code requirements.
- 12 Coordinate final inspections and obtain Certificates of Occupancy and Document completion of work, including signed homeowner acceptance forms.
- 13 Manage contractor payments and closeout packages.
- 14 Identify and assist in resolving any construction-related issues or complaints.

HOMEOWNER REHABILITATION/RECONSTRUCTION PROGRAM Rehab/Reconstruction Services Unit Completion (3 Years, Est. 1100 Units)						
ITEM No.	QUANTITY	UNIT MEASURE	BLENDED LOADED UNIT PRICE / HOUR	AMOUNT	Invoice Point	
1	Single-Family Home and MHU Rehab/Recon	1	Unit	\$ 375,000.00	\$375,000.00	The invoice will be paid at 50% project completion, remaining 50% at project closeout. Pass through cost -- based on the actual cost of construction, no markup.
TOTAL CONSTRUCTION COST						\$412,500,000.00

Rehab/Reconstruction Minimum Level of Service

- 1 The contractor will be responsible for managing unit delivery using a fixed-price model, adhering to pass-through cost restrictions, and ensuring 100% completion of projects prior to invoicing.

Payment Limitation Clause for Rehab/Reconstruction Services:

- 1 The contractor will only be paid for completed units that pass inspection and receive a certificate of occupancy.

Penalty Clause for Rehab/Reconstruction Services:

- 1 Failure to meet minimum quarterly production targets will result in financial consequences to be determined during contract negotiations.

TOTAL DOCUMENTATION FEES	\$354,438.00
TOTAL PROGRAM MANAGEMENT FEES	\$3,290,364.00
TOTAL APPLICATION PROCESSING FEES	\$28,058,151.00
TOTAL CONSTRUCTION MANAGEMENT FEES	\$11,543,784.00
TOTAL CONSTRUCTION COST	\$412,500,000.00
HOMEOWNER REHAB/RECONSTRUCTION PROGRAM TOTAL	\$455,746,737.00

Option B: Housing Program Management HOMEOWNER REIMBURSEMENT PROGRAM Documentation Deliverables (30 Days)					
ITEM No.	TASK	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT
1	Develop & Deliver Program Policies	1	Fixed Price	\$ 29,190.00	\$29,190.00
2	Develop Program Standard Operating Procedures	1	Fixed Price	\$ 55,776.00	\$55,776.00
3	Develop intake workflows	1	Fixed Price	\$ 18,690.00	\$18,690.00
4	Develop standardized application forms (Intake and Appeals)	1	Fixed Price	\$ 11,130.00	\$11,130.00
5	Develop and publish an appeals process	1	Fixed Price	\$ 5,292.00	\$5,292.00
6	Develop NOFA	1	Fixed Price	\$ 92,400.00	\$92,400.00
TOTAL DOCUMENTATION FEES					\$212,478.00

Attach any assumptions, detailed rate justifications, reuse of documentation or quantity discount schedules as necessary.

What it would cover:

- Up to \$50,000 reimbursed for eligible repairs already completed by the homeowner.
- Work to be completed after the application is approved.

Invoice Point

Documentation Minimum Level of Service

1 Program Policies, SOPs, and NOFAs to be created within 30 days of contract start date OR within 30 days of Program Launch Date, including drafts, County Approvals, and Final Version

HOMEOWNER REIMBURSEMENT PROGRAM Program Management (3 Years)					
Staff Number	Staff Position	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT
6	Project Lead	2142	Hours	\$ 175.00	\$374,850.00
5	Outreach Coordinator	252	Hours	\$ 165.00	\$41,580.00
TOTAL PROGRAM MANAGEMENT FEES					\$416,430.00

Program Management Minimum Level of Service

- Maintain secure digital and physical files in accordance with 2 CFR 200.303 and HUD standards.
- Track and log all disbursements in SOR and provide to County to update HUD DRGR with applicant-level detail maintaining audit-ready records for each disbursement including source, amount, and recipient.
- Conduct regular reconciliations to verify proper allocation and flag anomalies.
- Maintain logs of assistance provided and common applicant challenges for process improvements.
- Conduct periodic self-audits and provide documentation during County or HUD reviews.
- Update policies and procedures promptly as regulations evolve or as directed by the County.
- Keep all team members trained on latest applicable federal, state, and local requirements.
- Maintain QC logs and checklists for all disbursements and draw packets.
- Ensure appeal decisions are issued within 15 business days of submission.
- Maintain logs of appeals, decisions, and resolutions for monitoring purposes.
- Submit monthly and quarterly reports with updates on application status, fund usage, and compliance.
- Provide ad hoc reports upon County request within 3 business days.
- Ensure all reports align with DRGR metrics and County formatting requirements.
- Maintain accurate and real-time records of all program actions in the SOR.
- Conduct or Consult on Inspections and Receipt Reviews as required

HOMEOWNER REIMBURSEMENT PROGRAM Application Completion (3 Years, Est. 350 Applicants)					
Item Number	Task	QUANTITY	UNIT MEASURE	BLENDED LOADED UNIT PRICE / Measure	AMOUNT
1	Processed Application	1	Each	\$ 5,997.71	\$5,997.71
TOTAL APPLICATION PROCESSING FEES - 350					\$2,099,200.00

Application Intake & Award Minimum Level of Service

Application Intake & Award

- Perform complete verification of applicant ownership, occupancy, income, and damage.
- Utilize standard tools (e.g., FEMA, SBA, insurance) to conduct compliant DOB analysis.
- Provide written DOB determinations and maintain clear documentation in each applicant file.
- Provide applicants with case updates within three business days of inquiry.
- Issue awards or vouchers only after full eligibility, DOB clearance, and documentation review.
- Complete draw requests within five business days of receipt, barring documentation issues.
- Resolve payment issues or discrepancies within seven business days.

Payment Limitation Clause for Application Intake & Award:

- The County will only authorize payment for services tied to successfully processed and approved applications. No compensation shall be provided for incomplete, withdrawn, ineligible, or denied applications that do not result in an eligible award or disbursement under the applicable CDBG-DR program guidelines.

TOTAL DOCUMENTATION FEES	\$212,478.00
TOTAL PROGRAM MANAGEMENT FEES	\$416,430.00
TOTAL APPLICATION PROCESSING FEES	\$2,099,200.00
HOMEOWNER REIMBURSEMENT PROGRAM TOTAL	\$2,728,108.00

Option B: Housing Program Management SMALL RENTAL REHABILITATION/RECONSTRUCTION (LOCAL LANDLORD PROGRAM) Documentation Deliverables (30 Days)					
ITEM No.	TASK	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT
1	Develop & Deliver Program Policies	1	Fixed Price	\$ 29,190.00	\$29,190.00
2	Develop Program Standard Operating Procedures	1	Fixed Price	\$ 48,384.00	\$48,384.00
3	Develop intake workflows	1	Fixed Price	\$ 17,010.00	\$17,010.00
4	Develop standardized application forms (Intake and Appeals)	1	Fixed Price	\$ 19,194.00	\$19,194.00
5	Develop and publish an appeals process	1	Fixed Price	\$ 9,744.00	\$9,744.00
6	Develop NOFA	1	Fixed Price	\$ 73,684.80	\$73,684.80
TOTAL DOCUMENTATION FEES					\$197,208.80

Attach any assumptions, detailed rate justifications, reuse of documentation, or quantity discount schedules as necessary.

What it would cover:

- Up to \$375,000 in eligible repairs or reconstruction.
- Work to be completed after the application is approved.

Invoice Point

Upon County acceptance and approval of the V1 Program Guidelines

Upon County acceptance and approval of the following SOPs -- Intake, eligibility, DOB, Award, Closeout.

Upon County acceptance and approval of the overall program process map

There should only be 1 Intake Application form created and used for Home Owner Rehab/Recon, Home Owner Reimbursement, and Small Rental Rehab/Recon Local Landlord/Upon County acceptance and approval of Intake App (questions) and appeals form template

Upon County acceptance and approval of the appeals SOP

Upon 'go live' of the program application

Documentation Minimum Level of Service

1 Program Policies, SOPs, and NOFAs to be created within 30 days of contract start date OR within 30 days of Program Launch Date including drafts, County Approvals and Final Version

SMALL RENTAL REHABILITATION/RECONSTRUCTION (LOCAL LANDLORD PROGRAM) Program Management (3 Years)								
From Staff Rate Sheet	Staff Number	Staff Position	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT		
Enter Staff to perform Program Management Tasks over 3 Years	13	Program Director	588	Hours	\$ 230.00	\$135,240.00		
	10	Deputy Program Director	588	Hours	\$ 215.00	\$126,420.00		
	17	Subject Matter Expert	210	Hours	\$ 250.00	\$52,500.00		
	5	Outreach Coordinator	252	Hours	\$ 165.00	\$41,580.00		
TOTAL PROGRAM MANAGEMENT FEES					\$356,740.00			
Invoice Point								
Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.								
Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.								
Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.								
Monthly - based on actual hours, accompanied by descriptions for work completed during the time billed.								

Program Management Minimum Level of Service

- 1 Maintain secure digital and physical files in accordance with 2 CFR 200.303 and HUD standards.
- 2 Track and log all disbursements in SOR and provide to the County to update HUD DRGR with applicant-level detail, maintaining audit-ready records for each disbursement, including source, amount, and recipient.
- 3 Conduct regular reconciliations to verify proper allocation and flag anomalies.
- 4 Maintain logs of assistance provided and common applicant challenges for process improvements.
- 5 Conduct periodic self-audits and provide documentation during County or HUD reviews.
- 6 Update policies and procedures promptly as regulations evolve or as directed by the County.
- 7 Keep all team members trained on the latest applicable federal, state, and local requirements.
- 8 Maintain QC logs and checklists for all disbursements and draw packets.
- 9 Ensure appeal decisions are issued within 15 business days of submission.
- 10 Maintain logs of appeals, decisions, and resolutions for monitoring purposes.
- 11 Submit monthly and quarterly reports with updates on application status, fund usage, and compliance.
- 12 Provide ad hoc reports upon County request within three business days.
- 13 Ensure all reports align with DRGR metrics and County formatting requirements.
- 14 Maintain accurate and real-time records of all program actions in the SOR.

SMALL RENTAL REHABILITATION/RECONSTRUCTION (LOCAL LANDLORD PROGRAM) Application Completion (3 Years, Est. 177 Applicants)						
Item Number	Task	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / Measure	AMOUNT	Invoice Point
1	Processed Application	1	Each	\$ 25,507.41	\$25,507.41	Per application - upon execution of homeowner grant agreement - tracked in Canopy
TOTAL APPLICATION PROCESSING FEES - 177					\$4,514,811.57	

Application Intake & Award Minimum Level of Service

Application Intake & Award

1. Perform complete verification of applicant ownership, occupancy, income, and damage.
2. Utilize standard tools (e.g., FEMA, SBA, insurance) to conduct compliant DOB analysis.
3. Provide written DOB determinations and maintain clear documentation in each applicant file.
4. Provide applicants with case updates within three business days of inquiry.
5. Issue awards or vouchers only after full eligibility, DOB clearance, and documentation review.
6. Complete draw requests within five business days of receipt, barring documentation issues.
7. Resolve payment issues or discrepancies within seven business days.

Payment Limitation Clause for Application Intake & Award:

1. The County will only authorize payment for services tied to successfully processed and approved applications. No compensation shall be provided for incomplete, withdrawn, ineligible, or denied applications that do not

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SMALL RENTAL REHABILITATION/RECONSTRUCTION (LOCAL LANDLORD PROGRAM) Construction Management Services (3 Years)					
ITEM No.	PROJECT ROLE	QUANTITY	UNIT MEASURE	BLENDED (all inclusive) LOADED UNIT PRICE / HOUR	AMOUNT
14	Construction Director	604.8	Hour(s)	\$ 230.00	\$139,104.00
11	Deputy Construction Director	604.8	Hour(s)	\$ 215.00	\$130,032.00
4	Construction Admin	588	Hour(s)	\$ 115.00	\$67,620.00
7	Construction Project Manager	0	Hour(s)	\$ 185.00	\$0.00
TOTAL CONSTRUCTION MANAGEMENT FEES					\$336,756.00

Invoice Point

Monthly - based on actual hours accompanied by descriptions for work completed during time billed.

Monthly - based on actual hours accompanied by descriptions for work completed during time billed.

Monthly - based on actual hours accompanied by descriptions for work completed during time billed.

Construction Management Minimum Level of Service

- 1 Review and confirm project scope, budget, and timeline, and assist with the development of scopes of work (SOW) for each property or project.
- 2 Participate in homeowner meetings to explain repair/reconstruction processes.
- 3 Coordinate environmental review clearance (24 CFR Part 58 compliance).
- 4 Assist with procurement of general contractors in compliance with 2 CFR Part 200.317–326, reviewing contractor competitive bids, and supporting the selection process.
- 5 Ensure contractors meet licensing, bonding, and insurance requirements, and manage contractor onboarding and pre-construction meetings.
- 6 Monitor construction progress and adherence to the approved SOW.
- 7 Conduct regular interim inspections and quality assurance site visits, and address construction deficiencies and issue correction notices.
- 8 Verify compliance with Davis-Bacon labor standards, and ensure compliance with Florida Building Code, HUD Housing Quality Standards (HQS), and local codes.
- 9 Maintain project files, including permits, inspection reports, change orders, and photos.
- 10 Prepare construction progress reports and updates for County review and County upload to the HUD DRGR system. Track and report on timelines, budgets, milestones, and contractor performance.
- 11 Ensure all work is complete and meets federal and local code requirements.
- 12 Coordinate final inspections and obtain Certificates of Occupancy and Document completion of work, including signed homeowner acceptance forms.
- 13 Manage contractor payments and closeout packages.
- 14 Identify and assist in resolving any construction-related issues or complaints.

SMALL RENTAL REHABILITATION/RECONSTRUCTION (LOCAL LANDLORD PROGRAM) Rehab/Reconstruction Services Unit Completion (3 Years, Est. 177 Units)					
ITEM No.	QUANTITY	UNIT MEASURE	BLENDED LOADED UNIT PRICE / HOUR	AMOUNT	Invoice Point
1	Single-Family Home – Rehab/Reconstruction	1	Unit	\$ 375,000.00	\$375,000.00
TOTAL CONSTRUCTION COST -177					\$66,375,000.00

Invoice Point

The invoice will be paid at 50% completion, remaining 50% at project closeout. Pass through cost -- based on the actual cost of construction, no markup.

Rehab/Reconstruction Minimum Level of Service

- 1 Track and log all disbursements in SOR and provide to the County to update HUD DRGR with applicant-level detail, maintaining audit-ready records for each disbursement, including source, amount, and recipient.

Payment Limitation Clause for Rehab/Reconstruction Services:

- 1 The contractor will only be paid for completed units that pass inspection and receive a certificate of occupancy

Penalty Clause for Rehab/Reconstruction Services:

- 1 Failure to meet minimum quarterly production targets will result in financial consequences to be determined during contract negotiations

TOTAL DOCUMENTATION FEES	\$197,206.80
TOTAL PROGRAM MANAGEMENT FEES	\$355,740.00
TOTAL APPLICATION PROCESSING FEES	\$4,514,811.57
TOTAL CONSTRUCTION MANAGEMENT FEES	\$336,756.00
TOTAL CONSTRUCTION COST	\$66,375,000.00
SMALL RENTAL REHABILITATION/RECONSTRUCTION (LOCAL LANDLORD PROGRAM) TOTAL	\$71,779,514.37

Exhibit G - 2 Code of Federal Regulation (CFR) Part 200

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Contract Flow Down Clauses

Below is a summary of the mandatory Uniform Guidance clauses for non-federal entity contracts under federal awards. This agreement is either fully or partially funded with federal funds from the U.S. Department of Housing and Urban Development made available under the Community Development Block Grant Disaster Recovery (CDBG-DR) Funds. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all **Contractors are subject to and must comply with the following provisions (unless otherwise revoked) and all applicable existing and future Executive Orders including but not limited to Executive Order 14173, and, 24 CFR 570.487, 24 CFR 570.489, and the existing and any future modified Community Development Block Grant Disaster Recovery Universal Notice as related to the services provided.**

§ 200.112 Conflict of interest.

Federal agencies must establish conflict of interest policies for Federal awards. A recipient or subrecipient must disclose in writing any potential conflict of interest to the Federal agency or pass-through entity in accordance with the established Federal agency policies.

§ 200.214 Suspension and debarment.

Recipients and subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, as well as 2 CFR part 180. The regulations in 2 CFR part 180 restrict making Federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from receiving or participating in Federal awards.

§ 200.215 Never contract with the enemy.

Federal agencies, recipients, and subrecipients are subject to the guidance implementing Never Contract with the Enemy in 2 CFR part 183. The guidance in 2 CFR part 183 affects covered contracts, grants, and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

§ 200.216 Prohibition on certain telecommunications and video surveillance equipment or services. (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain covered telecommunications equipment or services;

- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

§ 200.311 Real property.

(a) **Title.** Subject to the requirements and conditions set forth in this section, title to real property acquired or improved under the Federal award will vest upon acquisition in the recipient or subrecipient.

(b) **Use.** Except as otherwise provided by Federal statutes or the Federal agency, real property must be used for the originally authorized purpose as long as it is needed for that purpose. While the property is being used for the originally authorized purpose, the recipient or subrecipient must not dispose of or encumber its title or other interests except as provided by the Federal agency. Easements for utility, cable, and similar services that benefit the real property and are consistent with the authorized use are not considered an encumbrance.

(c) **Appraisals.** When an appraisal of real property is required and obtained by the recipient or subrecipient, it must be conducted by an independent appraiser (for example, certified real property appraiser or General Services Administration representative) and certified by a responsible official of the recipient or subrecipient as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) except as provided in the implementing regulations at 49 CFR part 24, “Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally-Assisted Programs.”

(d) **Disposition.** When real property is no longer needed for the originally authorized purpose, the recipient or subrecipient must obtain disposition instructions from the Federal agency or pass-through entity. The instructions must specify one of the following disposition methods:

(1) Retain title after compensating the Federal agency. When the recipient or subrecipient retains title to the property, it must pay the Federal agency an amount calculated by multiplying the percentage of the Federal agency's contribution towards the original purchase (and costs of any improvements) by the current fair market value of the property. However, in situations where the recipient or subrecipient is disposing of real property acquired or improved with the Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sell the property and compensate the Federal agency. When a recipient or subrecipient sells the property, it must pay the Federal agency an amount calculated by multiplying the percentage of the Federal agency's contribution towards the original purchase (and cost of any improvements) by the proceeds of the sale after deducting any actual and reasonable expenses paid to sell or fix up the property for sale. When the Federal award has not been closed out, the net proceeds from the sale may be offset against the original cost of the property. When directed to sell the property, the recipient or subrecipient must sell the property utilizing procedures that provide for competition to the extent practicable and that result in the highest possible return.

(3) Transfer title to the Federal agency or a third party designated/approved by the Federal agency. When a recipient or subrecipient transfers title to the property to a Federal agency or third party designated or approved by the Federal agency, the recipient or subrecipient is entitled to be paid an amount calculated by multiplying the percentage of the recipient's or subrecipient's contribution towards the original purchase of the real property (and cost of any improvements) by the current fair market value of the property.

§ 200.313 Equipment.

See also § 200.439.

(a) **Title.** Title to equipment acquired under the Federal award will vest upon acquisition in the recipient or subrecipient subject to the conditions of this section. This title must be a conditional title unless a Federal statute specifically authorizes the Federal agency to vest title in the recipient or subrecipient without further responsibility to the Federal Government (and the Federal agency elects to do so). A conditional title means a clear title is withheld by the Federal agency until conditions and requirements specified in the terms and conditions of a Federal award have been fulfilled. Title for equipment vested in a recipient or subrecipient is subject to the following conditions:

- (1) Use the equipment for the authorized purposes of the project during the period of performance or until the property is no longer needed for the purposes of the project.
- (2) While the equipment is being used for the originally authorized purpose, the recipient or subrecipient must not dispose of or encumber its title or other interests without the approval of the Federal agency or pass-through entity.
- (3) Use and dispose of the property in accordance with paragraphs (b), (c), and (e) of this section.

(b) **General.** A State must use, manage and dispose of equipment acquired under a Federal award in accordance with State laws and procedures. Indian Tribes must use, manage, and dispose of equipment acquired under a Federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in this section. Other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow paragraphs (c) through (e) of this section.

(c) Use.

(1) The recipient or subrecipient must use equipment for the project or program for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the Federal award. The recipient or subrecipient must not encumber the equipment without prior approval of the Federal agency or pass-through entity. The Federal agency may require the submission of the applicable common forms for reporting on equipment. When no longer needed for the original project or program, the equipment may be used in other activities in the following order of priority:

- (i) Activities under other Federal awards from the Federal agency that funded the original program or project; then
- (ii) Activities under Federal awards from other Federal agencies. These activities include consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the recipient or subrecipient must also make the equipment available for use on other programs or projects supported by the Federal Government, provided that such use will not interfere with the purpose for which it was originally acquired. First preference for other use of the equipment must be given to other programs or projects supported by the Federal agency.

that financed the equipment. Second preference must be given to programs or projects under Federal awards from other Federal agencies. Use for non-federally funded projects is also permissible, provided such use will not interfere with the purpose for which it was originally acquired. The recipient or subrecipient should consider charging user fees as appropriate.

(3) Notwithstanding the encouragement in § 200.307 to earn program income, the recipient or subrecipient must not use equipment acquired with the Federal award to provide services for a fee that is less than a private company would charge for similar services unless specifically authorized by Federal statute. This restriction is effective as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the recipient or subrecipient may either trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment.

(d) **Management requirements.** Regardless of whether equipment is acquired in part or its entirety under the Federal award, the recipient or subrecipient must manage equipment (including replacement equipment) utilizing procedures that meet the following requirements:

(1) Property records must include a description of the property, a serial number or another identification number, the source of funding for the property (including the FAIN), the title holder, the acquisition date, the cost of the property, the percentage of the Federal agency contribution towards the original purchase, the location, use and condition of the property, and any disposition data including the date of disposal and sale price of the property. The recipient and subrecipient are responsible for maintaining and updating property records when there is a change in the status of the property.

(2) A physical inventory of the property must be conducted, and the results must be reconciled with the property records at least once every two years.

(3) A control system must be in place to ensure safeguards for preventing property loss, damage, or theft. Any loss, damage, or theft of equipment must be investigated. The recipient or subrecipient must notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

(4) Regular maintenance procedures must be in place to ensure the property is in proper working condition.

(5) If the recipient or subrecipient is authorized or required to sell the property, proper sales procedures must be in place to ensure the highest possible return.

(e) **Disposition.** When equipment acquired under a Federal award is no longer needed for the original project, program, or for other activities currently or previously supported by a Federal agency, the recipient or subrecipient must request disposition instructions from the Federal agency or pass-through entity if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal agency or pass-through entity disposition instructions:

(1) Equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Federal agency or pass-through entity.

(2) Except as provided in § 200.312(b), or if the Federal agency or pass-through entity fails to provide requested disposition instructions within 120 days, items of equipment with a current fair market value in excess of \$10,000 (per-unit) may be retained or sold by the recipient or subrecipient. However, the Federal agency is entitled to an amount calculated by multiplying the percentage of the Federal agency's contribution towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, the Federal agency or pass-through entity may permit the recipient or subrecipient to retain, from the Federal share, \$1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment.

(3) The recipient or subrecipient may transfer title to the property to the Federal Government or to an eligible third party provided that the recipient or subrecipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a recipient or subrecipient fails to take appropriate disposition actions, the Federal agency or pass-through entity may direct the recipient or subrecipient to take disposition actions.

(f) **Equipment retention.** When included in the terms and conditions of the Federal award, the Federal agency may permit the recipient to retain equipment or authorize a pass-through entity to permit the subrecipient to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

§ 200.314 Supplies.

See also § 200.453.

(a) Title to supplies acquired under the Federal award will vest upon acquisition in the recipient or subrecipient. When there is a residual inventory of unused supplies exceeding \$10,000 in aggregate value at the end of the period of performance, and the supplies are not needed for any other Federal award, the recipient or subrecipient may retain or sell the unused supplies. Unused supplies mean supplies that are in new condition, not having been used or opened before. The aggregate value of unused supplies consists of all supply types, not just like-item supplies. The Federal agency or pass-through entity is entitled to compensation in an amount calculated by multiplying the percentage of the Federal agency's or pass-through entity's contribution towards the cost of the original purchase(s) by the current market value or proceeds from the sale. If the supplies are sold, the Federal agency or pass-through entity may permit the recipient or subrecipient to retain, from the Federal share, \$1,000 of the proceeds to cover expenses associated with the selling and handling of the supplies.

(b) Unless expressly authorized by Federal statute, the recipient or subrecipient must not use supplies acquired with the Federal award to provide services for a fee that is less than a private company would charge for similar services. This restriction is effective as long as the Federal Government retains an interest in the supplies or as authorized by Federal statute.

§ 200.315 Intangible property.

(a) Title to intangible property acquired under a Federal award vest upon acquisition in the recipient or subrecipient. The recipient or subrecipient must use that intangible property for the originally authorized purpose and must not encumber the property without the approval of the Federal agency or pass-through entity. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313(e).

(b) To the extent permitted by law, the recipient or subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.

(c) The recipient or subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations in 37 CFR part 401.

(d) The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use the data for Federal purposes.

(e)

- (1) The recipient or subrecipient must provide research data relating to published research findings produced under the Federal award and that were used by the Federal Government in developing an agency action that has the force and effect of law if requested by the Federal agency in response to a Freedom of Information Act (FOIA) request. When the Federal agency obtains the research data solely in response to a FOIA request, the Federal agency may charge the requester a fee for the cost of obtaining the research data. This fee should reflect the costs incurred by the Federal

agency and the recipient or subrecipient. This fee is in addition to any fees the Federal agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(2) Published research findings mean:

- (i) Research findings published in a peer-reviewed scientific or technical journal; or
- (ii) Research findings publicly cited by a Federal agency in developing an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. Research data does not include any of the following:

- (i) Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (for example, laboratory samples).
- (ii) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- (iii) Personnel, medical, and other personally identifiable information that, if disclosed, would constitute an invasion of personal privacy. Information that could identify a particular person in a research study is not considered research data.

(f) Federal agencies should work with recipients to maximize public access to Federally funded research results and data in a manner that protects data providers' confidentiality, privacy, and security. Agencies should provide guidance to recipients to make restricted-access data available through a variety of mechanisms. FOIA may not be the most appropriate mechanism for providing access to intangible property, including Federally funded research results and data.

§ 200.316 Property trust relationship.

Real property, equipment, and intangible property acquired or improved with the Federal award must be held in trust by the recipient or subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Federal agency or pass-through entity may require the recipient or subrecipient to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

- (1) These business types are included on solicitation lists;
- (2) These business types are solicited whenever they are deemed eligible as potential sources;
- (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

- (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

§ 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Not applicable.

§ 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the 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.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

§ 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- (b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

§ 200.334 Record retention requirements.

The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. Federal agencies or pass-through entities may not impose any other record retention requirements except for the following:

(a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period.

(b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.

(d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency.

(e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award.

(f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:

(1) **If submitted for negotiation.** When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.

(2) **If not submitted for negotiation.** When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§ 200.339 Remedies for noncompliance

The Federal agency or pass-through entity may implement specific conditions if the recipient or subrecipient fails to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal award. See § 200.208 for additional information on specific conditions. When the Federal agency or pass-through entity determines that noncompliance cannot be remedied by imposing specific conditions, the Federal agency or pass-through entity may take one or more of the following actions:

(a) Temporarily withhold payments until the recipient or subrecipient takes corrective action.

(b) Disallow costs for all or part of the activity associated with the noncompliance of the recipient or subrecipient.

- (c) Suspend or terminate the Federal award in part or in its entirety.
- (d) Initiate suspension or debarment proceedings as authorized in [2 CFR part 180](#) and the Federal agency's regulations, or for pass-through entities, recommend suspension or debarment proceedings be initiated by the Federal agency.
- (e) Withhold further Federal funds (new awards or continuation funding) for the project or program.
- (f) Pursue other legally available remedies.

Appendix II to Part 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) **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."

(D) **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) **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.

(F) 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.

(G) 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 XII to Part 200

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

- (i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- (ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

- (A) A criminal proceeding that resulted in a conviction;
- (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (D) Any other criminal, civil, or administrative proceeding if—
 - (1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
 - (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) **Reporting Procedures.** Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) **Reporting Frequency.** During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) **Definitions.** For purposes of this award term—

Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Exhibit H



Pinellas County

**Artificial Intelligence
Policy**

A graphic of a central processing unit (CPU) or artificial intelligence chip. The letters "AI" are prominently displayed in white on a dark blue, glowing rectangular background. The chip is surrounded by a complex network of blue and white circuit lines that fan out across the entire image, creating a sense of digital connectivity and processing power.

Artificial Intelligence (AI) Policy

**Pinellas County
Artificial Intelligence (AI) Policy**

**Pinellas County Business Technology Services
Technical Steering Committee**

Revision History

Date	Change	Author	Revision
12/3/2023	First Draft for Technical Services Committee AI Subcommittee Review	Bryan Zumwalt	1.0
1/15/2024	Final Draft for Full Technical Services Committee Review	Bryan Zumwalt	1.1
2/22/2024	Final AI Policy Adopted by BTS Board – February 22 nd , 2024.	Bryan Zumwalt	1.2
Contributors:		Owner:	
Bryan Zumwalt , Chief Technology Officer, BTS Christopher Short , Chief Technology Officer, Clerk Jennifer Bryant , IT Director, Tax Collector David Palek , Enterprise Architect, Sheriff Rob Sullivan , Enterprise Architect, BTS		Business Technology Services Board Jeff Rohrs , Chief Information Officer, BTS	

Introduction

Pinellas County recognizes the transformative potential of artificial intelligence (AI) and its applications across various domains. This policy document outlines the principles and guidelines for the responsible use of AI within Pinellas County government. It is designed to ensure that AI technologies are used in a manner that promotes transparency, fairness, accountability, and the protection of individual rights. This policy outlines the following principles that shall be maintained as Pinellas County government introduces AI capabilities to its workforce:

- a. **Transparency:** Pinellas County will strive to ensure transparency of AI technologies used for decision-making and significant communications or content creation. This includes providing clear information to individuals about the use of AI systems, their purpose, and the potential impact on their rights and freedoms.
- b. **Fairness:** The use of AI technologies within Pinellas County will be guided by principles of fairness. Reasonable measures will be taken to prevent bias and discrimination in AI systems and to ensure that any future insights developed through the use of AI are free from unfair or unjust biases.
- c. **Accountability:** Pinellas County will establish clear lines of accountability for the use of AI technologies. Responsible parties will be identified and held accountable for the development, deployment, and outcomes of AI systems.
- d. **Privacy and Data Protection:** Pinellas County will prioritize the protection of individual privacy and personal data in the use of AI technologies. All applicable data protection laws and regulations will be adhered to, and appropriate safeguards will be implemented to protect sensitive information.
- e. **Security:** AI systems implemented within Pinellas County will be designed and deployed with robust security measures to protect against unauthorized access, data breaches, and other security risks.
- f. **Ethical Considerations:** Pinellas County will consider the ethical implications of AI technologies and ensure that they align with the values and goals of the community. The County will actively engage in ethical discussions when applicable and seek public input on the use of AI in sensitive areas.

1. Purpose

The purpose of this artificial intelligence (AI) policy is to ensure responsible, legal, and ethical use of artificial intelligence technology across Pinellas County government. The guidance below defines acceptable and prohibited uses and outlines employee obligations related to the use, integration with or development of artificial intelligence models and applications.

2. Scope

This policy applies to all Pinellas County Government exempt and classified employees, contractors, consultants, temporary employees, and other workers in the following constitutional offices and appointing authorities:

- Business Technology Services
- Board of County Commissioners
- Clerk of the Circuit Court
- Tax Collector
- Sheriff
- Supervisor of Elections
- Property Appraiser
- Sixth Judicial Circuit
- Public Defender
- State Attorney
- Human Resources
- Human Rights

3. Definitions

3.1 **Generative AI (GenAI)** refers to an artificial intelligence technology that derives new versions of text, audio, or visual imagery from large bodies of data in response to user prompts. GenAI can be used in stand-alone applications, such as OpenAI ChatGPT or Google Bard, or incorporated into other applications, such as Microsoft CoPilot or Microsoft Office Suite.

3.2 **Large Language Model (LLM)** is a specific subset of GenAI that uses deep learning to understand and generate human-like text. LLMs use large neural networks that have been trained on extensive language datasets and can perform tasks like generating coherent text, translation, and summarization. LLMs can autonomously create text, resembling human writing, with significant implications for applications like natural language understanding and content

generation. Due to their societal impact, LLMs require careful policies and regulations to ensure responsible deployment.

3.2 **Hallucinations** has become the term adopted by the AI community to describe how models will, from time to time, provide fictitious answers. The issue is not simply that the answers are wrong, it is that they are confident and convincing. Society has developed an endemic automation bias, humans favor suggestions from automated decision-making systems, often ignoring their own better judgment. Using output from AI tools without reviewing it for accuracy places the County at risk and may harm the reputation of Pinellas County government with citizens, employees and external entities.

3.3 **Cybersecurity:** The use of AI tools may introduce new opportunities for cyber-attacks. Hackers can manipulate language models and other AI tools to give away information they shouldn't, including personal or sensitive information. Implementing AI tools without the proper cybersecurity safeguards and best practices places County systems and data at a higher risk of attack.

3.8 Third-party risk: Data sent by Pinellas County government agencies to third parties could be used in the third party's use of AI tools. For example, sensitive customer information is a potential risk if the organization uses an external software vendor that employs AI tools.

4. Acceptable and Prohibited Use Cases

The use of AI while performing work for Pinellas County Government shall be subject to approval by each individual constitutional officer or appointing authority in consultation with Business Technology Services and within the boundaries of this policy and applicable law.

Any violation of this policy or undisclosed use cases may result in disciplinary action.

5. Policy

For any use of AI applications, employees must adhere to the following:

5.1 To maintain the **security of our data and IT systems**, employees are prohibited from attempting to gain access to unapproved AI applications when using County systems or networks, conducting business on behalf of the organization, or when using public/private data. To avoid potential data leaks or security incidents:

- **Do not** use company credentials, email addresses, or telephone numbers as a login to unapproved publicly available AI applications.
- **Do not** install non-approved Application Programming Interfaces (APIs), plug-ins, connectors, or software related to AI systems.
- **Do not** implement or use in any way code generated by AI on County systems without human review and oversight.

5.2 To maintain the **confidentiality of the County's sensitive information**, including but not limited to employee and citizen personal information, County intellectual property, and copyrighted material, employees and contractors must only share information with approved personnel and only input sensitive information into AI systems approved to be used with protected and/or sensitive data. To maintain confidentiality:

- **Do not** input County data into non-approved generative AI applications.
- **Do not** input personal information (PII) of employees, citizens, or other third parties into any non-approved AI application.

- **Do not** input any County or personal data into any generative AI system without prior approval.
- **Do not** store sensitive data in any repository that may be used to train an AI system without approval for the express purpose of training the system.
- **Do** collect and input only the minimum amount of data necessary for the AI application to function effectively.
- **Do** anonymize data whenever possible before inputting it into AI systems.

5.3 To **maintain transparency** with citizens and employees and protect the County from **claims against copyright infringement** and/or theft of intellectual property, all AI generated content must be cited and reviewed if used for work purposes. To protect the County:

- **Do** clearly label any content where AI played a significant role in the creation process, such as writing most of the text or generating key visuals. Include the AI application, and its role in the creation in a way that is recognizable to the consumer.
- **Do** maintain an updated record of instances of AI use for work purposes and be able to share those records with your manager or other authorized company personnel upon request.
- **Do Not** use any AI generated output that contains material suspected to be under copyright protection in internally or externally facing content.

5.4 To protect our **employees and citizens from harm, and to protect the County from reputational damage**, employees must use AI pursuant to each constitutional office or appointing authorities' code of conduct and non-discrimination policies. AI-created content that is inappropriate, discriminatory, or otherwise harmful to our employees or citizens must not be used for work purposes. Such use could result in disciplinary action.

- **Do** review output of AI applications to make sure it meets standards for principles of equity, ethics, and appropriateness.
- **Do not** use any output that discriminates against individuals on the basis of race, color, religion, sex, national origin, age, disability, marital status, political affiliation or sexual orientation.
- **Do not** use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual's identity.
- **Do** perform due diligence to confirm the validity and appropriateness of the data before presentation or incorporation in other materials.

5.5 All employees and contractors are expected to comply with all current or future applicable laws and regulations regarding the use or development of AI content or tools.

5.6 All employees are expected to report instances of non-compliance with this policy following their constitutional reporting process, to their constitutional officer or appointing authority if not otherwise guided by a reporting process, and designated security contacts. Employees are encouraged to speak up if they witness misconduct.

6. Failure to Comply

Users who fail to comply with any provision of this Policy may be subject to disciplinary action. Violations by contractors may be considered breach of contract and result in removal from assignment. Any AI-related activities which appear to violate applicable laws will be reported to external law enforcement.

If monitoring systems and processes detect a possible policy violation or if a user reports a possible policy violation that put the cybersecurity of the County at risk, the suspect event should be processed using appropriate security incident response processes (see the **BTS Cybersecurity Incident Response Policy**).