

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SPECIFIC PERFORMANCE AGREEMENT**

This COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD (AGREEMENT), is made and entered into this 29 day of December, 2016, by and between Pinellas County, having its principal office at 315 Court Street, Clearwater, Florida 33756, a political subdivision of the State of Florida (hereinafter **COUNTY**) and **Gulfcoast Legal Services, Inc.**, having its principal office at 501 First Avenue North, Suite 420, St. Petersburg, Florida 33701, a not-for-profit corporation organized under the laws of the State of Florida (hereinafter **AGENCY**):

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

WHEREAS, the **COUNTY'S** 2016-2017 Community Development Annual Action Plan (Action Plan) includes Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) to provide housing, public services, community development and other assistance to eligible beneficiaries; and

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

WHEREAS, the Board of County Commissioners, in Resolution 16-45, approved the 2016-2017 Action Plan; and

WHEREAS, HUD has approved the **COUNTY'S** Action Plan and use of the funds for the activities identified in the Action Plan; and

WHEREAS, as a result of the submission and approval of the **COUNTY'S** Action Plan, **COUNTY** and HUD has entered into a Funding Approval/Agreement (AGREEMENT); and

WHEREAS, the **AGENCY** has requested funding to provide free legal advice and representation to low- and moderate-income residents; hereinafter referred to as Gulfcoast Legal Service's Fair Housing Program Operations; and

WHEREAS, this is an eligible project and meets the criteria of a National Objective under the CDBG regulations at 24 C.F.R. Part 570.201 and 24 C.F.R. Part 570.208; and

WHEREAS, the Gulfcoast Legal Service's Fair Housing Program Operations was approved as a project in the Action Plan; and

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

WHEREAS, under the CDBG Grant and other applicable Federal law, it is required that the **COUNTY** and the **AGENCY** enter into a written subrecipient AGREEMENT for the implementation of this activity; and

WHEREAS, Pinellas County Planning Department (DEPARTMENT) administers the CDBG program on behalf of the **COUNTY**.

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

## **1. PROJECT DESCRIPTION**

- a) The **AGENCY** shall provide free legal advice, brief service, and full legal representation in housing matters for CDBG income eligible residents of the Urban County via the **AGENCY'S** Fair Housing Program, located at 2189 Cleveland Street, Suite 210, Clearwater, Florida 33765; hereinafter referred to as "Project." Urban County is defined as all unincorporated areas and the following municipalities participating in the County's CDBG program: Belleair, Belleair Beach, Belleair Bluffs, Dunedin, Gulfport, Indian Rocks Beach, Indian Shores, Kenneth City, Madeira Beach, North Redington Beach, Oldsmar, Pinellas Park, Redington Beach, Redington Shores, Safety Harbor, St. Pete Beach, Seminole, South Pasadena, Tarpon Springs and Treasure Island. **COUNTY** shall provide funding to **AGENCY** under this AGREEMENT for operating expenses, program delivery salaries, and indirect costs related to the Project.
- b) The **AGENCY** agrees to provide the services described as the Project for the benefit of sixty-three (63) low- to moderate-income residents during the term of this AGREEMENT.
- c) **AGENCY** agrees that any equipment purchases to be reimbursed under this AGREEMENT shall be approved in advance by **COUNTY**, if expense is estimated to be \$500 or more. **AGENCY** agrees that it is **AGENCY'S** responsibility to notify **COUNTY** and provide two bids with notice of said items. Any said purchases made without prior **COUNTY** approval shall not be eligible for reimbursement.

## **2. MONITORING**

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

Depending on the **COUNTY'S** assessment of risk of performance by **AGENCY**, additional requirements may be imposed on the **AGENCY**, including training, technical assistance, desk-top and on-site reviews.

Substandard performance as determined by the **COUNTY** will constitute noncompliance with this AGREEMENT.

### 3. TERM OF AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become valid and binding upon proper execution by the parties hereto. This AGREEMENT is effective on **October 1, 2016**, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **September 30, 2017**, or until **COUNTY'S** full and complete disbursement of funding to **AGENCY**, whichever comes first. **AGENCY** may use the funds provided herein to cover eligible Project expenses incurred by the **AGENCY** between October 1, 2016 and September 30, 2017.

### 4. FUNDING

- a) **COUNTY**, through DEPARTMENT, shall pay **AGENCY** a maximum of **\$35,552.00 (Thirty Five Thousand Five Hundred Fifty Two and NO/100 Dollars)** in CDBG funding for the Project described in Section 1 ("Project Description") of this AGREEMENT.
- b) If **AGENCY** receives notification from a third-party funding source of an offer for additional funding to complete the Project, **AGENCY** shall notify **COUNTY** in writing within thirty (30) days of receiving notification, and submit a cost allocation plan for approval by **COUNTY** within forty-five (45) days of said notification. Should **AGENCY** collect any third-party payments for eligible activities for which **COUNTY** has reimbursed **AGENCY**, **AGENCY** shall reimburse **COUNTY** up to the total amount reimbursed by **COUNTY**.
- c) **COUNTY** shall pay **AGENCY**, on a reimbursement basis only, for all allowable agreed upon expenses to complete the Project. Reimbursement will be provided only for costs that can be documented as being directly related to the Project, including allowable indirect costs. Project Budget shall consist of, and be limited to, the following expenditures, shown on the following page, and be documented in accordance with 2 C.F.R. Part 200.413 and 2 C.F.R. Part 200.414.

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<b>Project Budget</b>	<b>Amount</b>
<b>Direct Costs:</b>	
Travel – Mileage (reimbursement must be per County Travel Policy; contact COUNTY'S Project Manager for instructions prior to booking)	\$3,491.00
Education & Outreach Program Materials	\$2,000.00
Housing Attorney Salary	\$11,500.00
Managing Attorney Salary	\$12,940.00
Fringe Benefits	\$5,621.00
<b>Indirect Cost Rate:</b> (choose only one of the following, or insert "N/A" if not requesting reimbursement for indirect costs)	N/A
___ % Federally Negotiated Rate	
10% de Minimis rate of Modified Total Direct Costs (MTDC)	
<b>TOTAL:</b>	<b>\$35,552.00</b>

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- d) **AGENCY** shall submit supporting documentation with each request for reimbursement of actual costs incurred by **AGENCY** in carrying out the Project as described in Project Description. All requests must be approved by **COUNTY**, through the DEPARTMENT, prior to payment. A "Request for Reimbursement" form will be provided to **AGENCY** by the DEPARTMENT.
- e) Upon receipt and acceptance of a complete reimbursement request, **COUNTY** shall pay **AGENCY** in accordance with 2 C.F.R. 200.305(b) (3) (Payment).
- f) Should **AGENCY** fail to submit adequate supporting documentation with each request for payment as required by **COUNTY**, the **COUNTY** may disapprove the request.
- g) It is understood that this Agreement is funded in whole or in part with CDBG funds provided to **COUNTY** by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the **COUNTY** may prescribe.
- h) **AGENCY** agrees that in the event that any grant is reduced or withheld by HUD, **COUNTY** shall not be liable for payment of Project expenses remaining unfunded by said reduced or withheld amount of the grant, with the exception of services or activities contracted by the **AGENCY**, prior to notification by HUD to **COUNTY** of grant reduction or grant funding withheld.

In the event that HUD determines that **AGENCY** has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this AGREEMENT, **AGENCY** shall provide said reimbursement from non-federal sources within ten (10) days of said notice from **COUNTY**.

- i) **AGENCY** shall insure recognition of the role of the **COUNTY** in providing funding through this AGREEMENT. Where possible, all media, press releases, and publications utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source.
- j) **AGENCY** shall comply with all other requirements in Attachment A, Financial and Administrative Requirements, and Attachment B, Employment and Personnel Requirements, adopted and incorporated herein.

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**5. SPECIFIC GRANT INFORMATION:** 2 C.F.R. Part 200.331(a) (1) (Federal Award Identification) requires that certain specific information about the Grant be included in this AGREEMENT. Such information, consistent with the accordant subsections under 2 C.F.R. Part 200.331(a)(1), follows:

(a)	Subgrantee's Name	Gulfcoast Legal Services, Inc.
(b)	Subgrantee's DUNS Number	151880432
(c)	Federal Award Identification Number (FAIN)	B-16-UC-12-0005
(d)	Federal Award Date	November 3, 2016
(e)	Subaward Period of Performance Start and End Date	October 1, 2016-September 31, 2017
(f)	Amount of Federal Funds Obligated by this Action ( <i>"by the pass-through entity to the subgrantee"</i> )	\$35,552.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee ( <i>"by the pass-through entity including the current obligation"</i> ) including other SPA's	\$35,552.00
(h)	Total Amount of the Federal Award ( <i>"committed to the subgrantee by the pass-through entity."</i> )	\$35,552.00
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Provision of funds for operating expenses, program delivery salaries and indirect costs for the Fair Housing Program, which provides free legal advice and representation.
(j)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(k)	Pass-Through Entity, GRANTEE	Pinellas County
(l)	Contact Information for Awarding Official, GRANTEE	Cheryl C. Reed, Compliance Section Manager, 440 Court Street, 2 <sup>nd</sup> Floor, Clearwater, Florida 33756 - Phone: 727-464-8234
(m)	CFDA Number and Name	14.218 Community Development Block Grant/Entitlement Grants
(n)	Amount Made Available Under Each Federal Award	\$ 2,475,418.00
(o)	Identification of Whether the Award is R&D	Award not for R&D
(p)	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	De minimis rate is charged

## **6. USE AND REVERSION OF ASSETS**

Although no program income, as defined by 24 C.F.R. Part 570.500(a), is anticipated as a result of this Project, any such income received by **AGENCY** is to be returned to **COUNTY** within ten (10) days of receipt of such funds. Upon completion of the Project, **AGENCY** shall transfer to **COUNTY** any grant funds on hand and any accounts receivable attributable to the use of those funds.

## **7. DEFAULT**

The **AGENCY** will be in default of this AGREEMENT, if **AGENCY** materially fails to perform under this agreement, including but not limited to:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the **AGENCY** to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT; or
- d) Submission by the **AGENCY** to **COUNTY** of reports that are incorrect or incomplete in any material respect.

In the event of a default by **AGENCY**, **COUNTY** may impose additional conditions, including requiring additional information from **AGENCY** to determine reasons for, or extent of, noncompliance or lack of performance, withhold authority to proceed to the next phase, require additional project monitoring, require the **AGENCY** to obtain technical or management assistance. **COUNTY** may also give **AGENCY** a reasonable opportunity to cure the default; reasonableness shall be determined by **COUNTY** and shall be based upon the nature and extent of the default.

## **8. REMEDIES**

In the event of a default, **COUNTY** shall be entitled, in addition to all other remedies provided in law or equity:

- a) To compel specific performance by **AGENCY** of its obligations under this AGREEMENT;
- b) In accordance with 24 C.F.R. Part 200.338, if **COUNTY** determines in its sole discretion that non-compliance or non-performance of the terms of the Agreement cannot be remedied by the imposition of additional conditions, or if **COUNTY** determines that an opportunity to cure the default is unwarranted or will likely be ineffective, **COUNTY** may take one or more of the following actions upon seven (7) calendar days' notice in writing to **AGENCY**:
  - i. Temporarily withhold reimbursement requests pending correction of the identified deficiency;

- ii. Disallow use of funds and any applicable matching credit for all, or a part of the cost of the activity or action not in compliance;
- iii. Initiate suspension or debarment proceedings;
- iv. Withhold further Federal awards for the project or program;
- v. Wholly or partly suspend or terminate the AGREEMENT; or
- vi. Take any other legal or equitable action available.

Per 2 C.F.R. Part 200.341, **AGENCY** will be entitled to hearings, appeals or other administrative proceedings to which **AGENCY** is entitled under any statute or regulation applicable to the action involved.

## **9. TERMINATION**

Termination for cause. This AGREEMENT may be terminated by **COUNTY** for cause in accordance with Section 8 herein (Remedies).

Termination for convenience. This AGREEMENT may be terminated by **COUNTY** or **AGENCY**, in whole or in part, upon sixty (60) days written notice by the terminating party, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination initiated by **AGENCY**, the **COUNTY** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **COUNTY** may terminate the award in its entirety. When applicable, the **COUNTY** will follow requirements per 2 C.F.R. Part 200.339 for reporting termination of AGREEMENT to the OMB-designated integrity and performance system, System for Award Management (SAM) database.

Closeout. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.343 (Closeout) and 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities).

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

## **10. HOLD HARMLESS**

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



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

## 11. INSURANCE

- a) **AGENCY** shall procure, pay for and maintain insurance coverage per Attachment C, Insurance Requirements.
- b) **AGENCY** shall furnish **COUNTY**, or its designee, with properly executed Certificate of Insurance which shall clearly evidence all insurance required in this section prior to commencement of Project. The certificates will, at a minimum, list exclusions, limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the **COUNTY**.

## 12. NOTICES; AGREEMENT REPRESENTATIVES

- a) Notices required by this AGREEMENT shall be in writing and delivered via mail (postage required), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notices delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise identified in this AGREEMENT or modified by subsequent written notice.
- b) Project shall be conducted and administered under the direction of **AGENCY** representative. Unless otherwise specified herein or necessary, **AGENCY** representative shall coordinate Project implementation with **COUNTY** representative (Project Manager). Further, unless otherwise stipulated herein or necessary, all notices, invoices, payments, reports, and other written communications shall be conducted and exchanged between the representatives for **AGENCY** and **COUNTY**, the contact information for whom follows:

**COUNTY REPRESENTATIVE:**

Maggie Miles, Project Manager  
Pinellas County Planning Department  
310 Court Street  
Clearwater, Florida 33756  
Telephone: 727-464-8263  
Fax: 727-464-8201  
Email: mmiles@pinellascounty.org

**AGENCY REPRESENTATIVE:**

Mary Rooney, Managing Attorney  
Gulfcoast Legal Services, Inc.  
501 First Avenue North, Suite 420  
St. Petersburg, Florida 33701  
Telephone: 727-821-0726 x265  
Fax: 727-821-3340  
Email: maryr@gulfcoastlegal.org

## 13. MODIFICATIONS

- a) **COUNTY** or **AGENCY** may amend this AGREEMENT at any time to conform with Federal, state or local governmental guidelines and policies, or for other reasons provided that such amendments make specific reference to this AGREEMENT, and are executed in writing, signed by a duly authorized

representative of **COUNTY** and **AGENCY**, and approved by the **COUNTY'S** governing body. Such amendments will not invalidate this AGREEMENT, nor relieve or release the **COUNTY** or **AGENCY** from its obligations under this AGREEMENT.

- b) Modifications to this AGREEMENT that do not result in an increase of funding, change the purpose or project description of this AGREEMENT, or otherwise amend the terms of this AGREEMENT shall be submitted in the format prescribed and provided by the **COUNTY** in Attachment D, Modification Form.

#### **14. ASSIGNABILITY**

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

**AGENCY** shall not pledge, mortgage this grant award, or any interest therein or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the written approval of the **COUNTY**.

#### **15. GOVERNING LAW**

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

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

Further, **AGENCY** agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing **AGENCY'S** organization and governing the Award provided under this AGREEMENT. Attachment E, Federal Program Requirements, provides a partial overview of federal requirements as they relate to the Award. **AGENCY** further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available. This AGREEMENT incorporates all terms and conditions of

the Grant and are hereby imposed upon **AGENCY**. Moreover, those rights reserved by HUD in the Grant are hereby reserved by the **COUNTY** to the extent permitted by law.

The laws of the State of Florida shall otherwise govern this AGREEMENT.

#### **16. RELATIONSHIP OF THE PARTIES**

Nothing contained in this AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. **AGENCY** will at all times remain an independent entity with respect to performance of the Project. **COUNTY** will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the **AGENCY** is an independent entity.

#### **17. PERFORMANCE WAIVER**

**COUNTY'S** failure to act with respect to a breach by **AGENCY** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **COUNTY** to exercise or enforce any right or provision will not constitute a waiver of such right or provision. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

#### **18. SEVERABILITY**

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

#### **19. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire AGREEMENT between **COUNTY** and **AGENCY** for the use of funds received under this AGREEMENT and it supersedes all prior communications and proposals, whether electronic, oral, or written between **COUNTY** and **AGENCY** with respect to this AGREEMENT. Should any section or any part of any section of this AGREEMENT be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this AGREEMENT.

**COUNTY** and **AGENCY** may execute this AGREEMENT in counterparts, each of which is deemed an original and all of which constitute only one AGREEMENT.

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

\*Note: Two witnesses are required\*

ATTEST:

Della Klug  
\_\_\_\_\_  
Witness #1 Signature

Della Klug  
\_\_\_\_\_  
Print or Type Name

s/ Jo Lugo  
\_\_\_\_\_  
Witness #2 Signature

Jo Lugo  
\_\_\_\_\_  
Print or Type Name

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

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

Date: December 29, 2016

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: Chelsea D. Hardy  
Chelsea D. Hardy  
Assistant County Attorney

ATTEST:

AGENCY: Gulfcoast Legal Services, Inc.

Emily Fasnacht  
\_\_\_\_\_  
Witness #1 Signature

By: Fay D. [Signature]  
\_\_\_\_\_  
Name/Title

Emily Fasnacht  
\_\_\_\_\_  
Print or Type Name

Interim Exec. Dir. - Operations  
\_\_\_\_\_  
Name/Title

Collin R. Clark 12/21/16  
\_\_\_\_\_  
Witness #2 Signature

Date: 12-21-2016

Collin R. Clark  
\_\_\_\_\_  
Print or Type Name

## ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

### A1. FINANCIAL MANAGEMENT

- a) **Accounting Standards.** **AGENCY** agrees to comply with 2 C.F.R. Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b) **Cost Principles.** **AGENCY** will administer its program in conformance with 2 C.F.R. Part 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.
- c) **Duplication of Costs.** **AGENCY** certifies that work to be performed under this AGREEMENT does not duplicate any work to be charged against any other contract, subcontract or other source.

### A2. DOCUMENTATION AND RECORDKEEPING

- a) **Records to Be Maintained.** **AGENCY** will maintain all records required by the Federal regulations specified in 24 C.F.R. Part 570.506 that are pertinent to the activities to be funded under this AGREEMENT. Such records include but are not limited to:
  - i. Records providing a full description of each activity undertaken;
  - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - iii. Records required to determine the eligibility of activities;
  - iv. Client data demonstrating client eligibility. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of benefit provided. **AGENCY** understands that protected personally identifiable information (PII) is private and, when not directly connected with the administration of this AGREEMENT, shall not be disclosed, unless written consent is obtained from such person receiving benefit and, in the case of a minor, that of a responsible parent/guardian;
  - v. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - vi. Records documenting compliance with the civil rights components of the CDBG program;
  - vii. Financial records as required by 24 C.F.R. Part 570.502, and 2 C.F.R. Part 200.333;
  - viii. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to CDBG-funded construction projects; and
  - ix. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.
- b) **Access to Records and Retention.** **AGENCY** shall at any time during normal business hours, and as often as **COUNTY** and/or the Federal Government may deem necessary, make available for examination all of **AGENCY'S** records, books, documents, papers, and data with respect to all matters covered by this

AGREEMENT and shall permit **COUNTY** and/or its designated authorized representative to audit and examine the same for the purposes of making audit, examination, excerpts and transcriptions.

All records pertaining to this AGREEMENT shall be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. Notwithstanding the above, if any litigation, claim, audit, negotiation or other action that involves any of the records cited and that has started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by state law.

**c) Audits and Inspection**

If **AGENCY** expends more than \$750,000 or more in a fiscal year in Federal awards from all sources, **AGENCY** shall have a single or program-specific audit conducted for that year in accordance with 2 C.F.R. Part 200.501 – Audit Requirements. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228. Audit report shall be submitted to DEPARTMENT within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period, unless **AGENCY** and the DEPARTMENT agree to a longer period in advance. **AGENCY** shall be responsible for the costs associated with this audit. **AGENCY** shall submit any additional documentation requested by **COUNTY** to substantiate compliance to this provision if necessary. In the event the **AGENCY** expends less than the threshold established by 2 C.F.R. Part 200.501, the **AGENCY** is exempt from Federal audit requirements for that fiscal year, however, the **AGENCY** must provide a Single Audit exemption statement to the **COUNTY** no later than three months after the end of the **AGENCY’S** fiscal year for each applicable audit year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this AGREEMENT, **AGENCY** shall be held liable for reimbursement to **COUNTY** of all funds not expended in accordance with these applicable regulations and AGREEMENT provisions within thirty (30) days after **COUNTY** has notified **AGENCY** of such non-compliance.

The **AGENCY** is responsible for follow-up and corrective action on all audit findings pursuant to 2 C.F.R. Part 200.511 (Audit Findings Follow Up) and 2 C.F.R. Part 200.512 (Report Submission). Failure of **AGENCY** to comply with the above audit requirements will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

**A3. REPORTING**

- a) General. **AGENCY** shall provide to DEPARTMENT its Data Universal Numbering System (DUNS) Number and must register and maintain the currency of information in the System for Award Management (SAM) database, so that Grantee complies with the requirements established by the Federal Office of Management and Budget concerning the DUNS, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 C.F.R. Part 25 and 2 C.F.R. Part 170. **AGENCY** will also comply

with the Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25-Award Term.

- b) Program Income. Although no program income, as defined by 24 C.F.R. Part 570.500(a), is anticipated as a result of this Project, any such income received by **AGENCY** is to be returned to **COUNTY** within thirty (30) calendar days of receipt of such funds. Such income may include income from service fees, sale of commodities, and rental or usage fees. Upon expiration, cancellation or termination of this AGREEMENT, **AGENCY** shall transfer to **COUNTY** any grant funds on hand and any accounts receivable attributable to the use of those funds.
  
- c) Periodic Reports. Quarterly, **AGENCY** shall submit performance reports to DEPARTMENT which summarizes information on all clients/users of the Project and/or information as necessary to quantify the results. A reporting form is included and made a part of the AGREEMENT as Attachment E, Performance Reports. Quarterly reports are due 30 days following the end of the quarter: January 30<sup>th</sup>, April 30<sup>th</sup>, July 30<sup>th</sup>, and September 30<sup>th</sup>. The September 30<sup>th</sup> quarterly report is due either with the final payment request in October 2017 , or no later than October 15, 2017 if final payment has already been requested.

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**ATTACHMENT B – EMPLOYMENT AND PERSONNEL REQUIREMENTS****B1. ANTIDISCRIMINATION REQUIREMENTS**

- a) **APPLICABLE LAWS.** **AGENCY** shall comply with all federal, state, and local antidiscrimination laws during the term of this **AGREEMENT**. Specifically, **AGENCY** shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, gender, sexual orientation, age, familial status, pregnancy, handicap, and national origin, AIDS or HIV. Upon receipt of evidence of such discrimination, **COUNTY** shall have the right to terminate this **AGREEMENT**. **AGENCY** shall take the necessary steps to ensure that applicants for employment and employees are treated without regard to such discriminatory classifications. When expending the Award, **AGENCY** shall, within the eligible population, comply with the following nondiscrimination requirements:
- I. **Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations in 24 C.F.R. Part 1, together with section 109 of the Act (24 C.F.R. Part 570.602) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this **AGREEMENT**.
  - II. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
  - III. **Minority and Women’s Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138 and 24 C.F.R. Part 85.36(e) applies to grants under this part. Consistent with HUD’s responsibilities under these Orders and with **COUNTY’S** Ordinance No. 26.5 Part 2, **AGENCY** must make efforts to encourage the use of minority and women’s business enterprises in connection with funded activities.
  - IV. **Age Discrimination Act of 1975, as Amended.** No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)
  - V. **Section 504 of the Rehabilitation Act of 1973, as Amended.** No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)



VI. **Public Law 101-336, Americans with Disabilities Act of 1990.** Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

b) **POSTING REQUIREMENT.** **AGENCY** shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause.

## **B2. CONFLICT OF INTEREST**

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

**AGENCY** agrees to abide by the provisions of 2 C.F.R. Part 200.318 and 24 C.F.R. Part 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

## **B3. DEBARMENT AND SUSPENSION**

a) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. **AGENCY** acknowledges that this Grant is subject to 31 C.F.R. Part 19 (Government Debarment and Suspension (Nonprocurement)). **AGENCY** acknowledges it is not included in the Federal Government's Excluded parties List, accessible on [www.sam.gov](http://www.sam.gov). If **AGENCY** ever is placed on such list, or becomes aware that it will be placed on such list, **AGENCY** shall notify **COUNTY** immediately.

- i. **AGENCY** certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where **AGENCY** is unable to certify to any of the statements in this contract, **AGENCY** will attach an explanation to this contract.
- iii. **AGENCY** further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

- b) Changes. **AGENCY** shall report all changes to systems utilized to carry out the Project, any conflicts of interest that occur during the period of performance, debarment and suspensions, and incidents of fraud, waste, and abuse.

#### **B4. RELIGIOUS ACTIVITIES**

**AGENCY**, if a faith-based organization, shall comply with the terms and conditions set forth in 24 C.F.R. Part 5 General HUD Program Requirements; Waivers, Section 5.109, Equal participation of Religious Organizations in HUD Programs, as well as 24 C.F.R. Part 570.200, 24 C.F.R. Part 570.503, as amended, and 24 C.F.R. Part 570.607 regarding faith-based organizations.

#### **B5. LOBBYING**

**AGENCY** acknowledges AGREEMENT is subject to 31 USC Part 1352 (Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions) and 55 FR 6736, and 54 FR 52306.

**AGENCY** acknowledges that no Federal appropriated funds have been paid or will be paid, by or on behalf of the **AGENCY**, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member, officer or employee of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for such purposes, the **AGENCY** will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and send a copy to the **COUNTY** within fifteen (15) days.

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