

**EMERGENCY SOLUTIONS GRANT PROGRAM SUBAWARD  
SPECIFIC PERFORMANCE AGREEMENT**

This EMERGENCY SOLUTIONS GRANT PROGRAM SUBAWARD (AGREEMENT), is made by and between **Pinellas County** (COUNTY), a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756 and **Homeless Leadership Alliance of Pinellas, Inc.** (hereinafter AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 647 1<sup>st</sup> Avenue North, St. Petersburg, Florida 33701:

WHEREAS, the COUNTY'S long-term housing and 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, to aid in the prevention and elimination of slums and blight, and to assist people to quickly regain stability in permanent housing after a housing crisis or homelessness; and

WHEREAS, the COUNTY'S 2022-2023 Annual Action Plan (Action Plan) includes Emergency Solutions Grant (ESG) funds from the U.S. Department of Housing and Urban Development (HUD) under the Stewart B. McKinney Homeless Assistance Act of 1987, Title IV, Subtitle B, as amended; the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), as amended, and the McKinney-Vento Homeless Assistance Act, as amended, to provide homeless shelter, housing assistance, essential services and other assistance to eligible beneficiaries in order to prevent individuals and families from becoming homeless; and

WHEREAS, the 2022-2023 Action Plan certifies the COUNTY'S compliance with Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) regulations and specifies projects to be funded under those grants; and

WHEREAS, the Board of County Commissioners, in Resolution 22-60, approved the 2022-2023 Action Plan; and

WHEREAS, HUD has approved the COUNTY'S Action Plan and use of 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 have entered into a Funding Approval/Agreement; and

WHEREAS, the AGENCY has requested funding for operational expenses related to the Homeless Management Information System (HMIS); hereinafter referred to as the **Homeless Leadership Alliance Operations**; and

WHEREAS, the Homeless Leadership Alliance Operations Project was approved as a project in the Action Plan and is an eligible project under the ESG regulations at 24 C.F.R. Part 576.107; and

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

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

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

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

**1. PROJECT DESCRIPTION**

- a) AGENCY shall serve as Lead Agency for the Pinellas Homeless Management Information System (PHMIS), maintaining the HUD-mandated centralized, collaborative database for collecting and tracking nonprofit and social service agencies information on individuals and families served that are, or are at risk of being homeless in order to measure performance, track outcomes, and improve the quality of data available for planning and policy purposes; hereinafter referred to as the "PROJECT." COUNTY shall provide funds to AGENCY under this AGREEMENT for eligible salaries, fringe benefits and administrative costs of 1.5 full-time equivalent (FTE) Data Entry and Support Specialist positions for the PROJECT.
- b) AGENCY agrees that expenses reimbursed under this AGREEMENT will be only for ESG eligible costs related to salaries for operating PHMIS, as described in 24 C.F.R. 576.107(a)(1)(vii) and (a)(2)(v) and (vii), including:
  - i. Completing data entry;
  - ii. Monitoring and reviewing data quality;
  - iii. Completing data analysis;
  - iv. Reporting to the HMIS Lead;
  - v. Training staff on using the HMIS or comparable database;
  - vi. Implementing and complying with HMIS requirements;
  - vii. Administering the system; and
  - viii. Conducting training on using the system or a comparable database.
- 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.
- d) The scope of the PROJECT shall not be altered without written approval of the COUNTY through DEPARTMENT.

## **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, desktop 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, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **September 30, 2023**, 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, 2022** and **September 30, 2023**.

## **4. FUNDING**

- a) COUNTY, through DEPARTMENT, shall pay AGENCY a maximum of **\$86,707.42 (Eighty-Six Thousand, Seven Hundred Seven and 42/100 Dollars)** in ESG funding for eligible expenses related to 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, if pre-approved in the award letter." Project Budget shall consist of, and be limited to, the following expenditures, shown on the Project Budget table below, and be documented in accordance with 2 C.F.R. Part 200.413 and 2 C.F.R. Part 200.414; however, the AGENCY may reallocate funds for allowable direct costs, or move funds between Project Budget line items as long as the net cost line-item modification does not exceed ten percent (10.0%) of the total maximum funding amount under this AGREEMENT.

Project Budget		Amount
<b>Direct Costs:</b>		
Salaries and Fringe Benefits - Data Entry and Support Specialist (1.5 FTE)		\$78,824.93
<b>Subtotal:</b>		<b>\$78,824.93</b>
<b>Indirect Cost Rate:</b> (choose only one of the following, or insert "N/A" if not requesting reimbursement for indirect costs)		
___ % Federally Negotiated Rate		N/A
10% de Minimis rate of Modified Total Direct Costs (MTDC)		\$7,882.49
<b>TOTAL:</b>		<b>\$86,707.42</b>
<p>* Per Section 4 (c) the <b>AGENCY</b> may reallocate funds for allowable direct costs, or move funds between Project Budget line items, as long as the net cost line-item modification does not exceed ten percent (10.0%) of the total maximum funding amount under this AGREEMENT.</p> <p>** MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.</p>		

- 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 ESG funds provided to **COUNTY** by HUD and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the **COUNTY** may prescribe.
- 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.
- i) 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**.

- j) **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.
- k) **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.

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	Homeless Leadership Alliance of Pinellas, Inc.
(b)	Subgrantee's DUNS Number	625367235
(c)	Federal Award Identification Number (FAIN)	E-22-UC-12-0005
(d)	Federal Award Date	TBD Upon Receipt of Grant Agreement
(e)	Subaward Period of Performance Start and End Date	10/1/2022 – 09/30/2023
(f)	Amount of Federal Funds Obligated by this Action ("by the pass-through entity to the subgrantee")	\$86,707.42
(g)	Total Amount of Federal Funds Obligated to Subgrantee ("by the pass-through entity including the current obligation") including other SPA's	\$86,707.42
(h)	Total Amount of the Federal Award ("committed to the subgrantee by the pass-through entity.")	\$86,707.42
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Provision of funding for reimbursement of actual costs of salaries associated with maintaining the HMIS system.
(j)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(k)	Pass-Through Entity, GRANTEE	Pinellas County
(l)	Contact Information for Awarding Official, GRANTEE	Brook Gajan, Compliance Manager, 440 Court Street 2 <sup>nd</sup> Floor Clearwater, FL 33756 Phone: 727-464-8232
(m)	CFDA Number and Name	14.231 Emergency Solutions Grant Program
(n)	Amount Made Available Under Each Federal Award	\$214,491.00
(o)	Identification of Whether the Award is R&D	Award not for R&D
(p)	Indirect Cost Rate for the Federal Award (including if the de Minimis rate is charged)	N/A

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

Although no program income, as defined by 2 CFR 200.80, is anticipated as a result of this PROJECT, any such income received by **AGENCY** is to be returned to **COUNTY** within thirty (30) days of receipt of such funds. Upon completion of the PROJECT, **AGENCY** shall transfer to **COUNTY** any grant funds on hand and any accounts receivable attributable to the use of those funds.

## **7. 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 statues, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the **AGENCY** to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT; 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 2 C.F.R. Part 200.338, if **COUNTY** determines in its sole discretion that non-compliance or non-performance of the terms of the AGREEMENT cannot be remedied by the imposition of additional conditions, or if **COUNTY** determines that an opportunity to cure the default is unwarranted or will likely be ineffective, **COUNTY** may take one or more of the following actions upon seven (7) calendar days' notice in writing to **AGENCY**:

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

Per 2 C.F.R. Part 200.341, **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:**

Amora Fagan, Project Manager  
Pinellas County Housing & Community Development  
310 Court Street  
Clearwater, Florida 33756  
Telephone: 727-464-8251  
Fax: 727-464-8254  
Email: rlwayne@pinellascounty.org

**AGENCY REPRESENTATIVE:**

Monika Alesnik, Interim CEO  
Homeless Leadership Alliance of Pinellas  
740 4<sup>th</sup> Street N, Suite 206  
St. Petersburg, Florida 33701  
Telephone: 727-582-7919  
Fax: 727-582-7701  
Email: malesnik@hlapinellas.org

### **13. MODIFICATIONS**

- a) **COUNTY** and **AGENCY** may amend this AGREEMENT at any time to conform with Federal, state or local governmental guidelines and policies, or for other reasons provided that such amendments make specific reference to this AGREEMENT, and are executed in writing, signed by a duly authorized representative of **COUNTY** and **AGENCY**, and approved by the **COUNTY'S** governing body. Such amendments will not invalidate this AGREEMENT, nor relieve or release the **COUNTY** or **AGENCY** from its obligations under this AGREEMENT.
- b) Modifications to this AGREEMENT for minor project description updates that do not change the purpose of the project and for budget line-item changes that do not increase the maximum funding amount shall be submitted in the format prescribed and provided by the **COUNTY** in **Attachment D**, Modification Form. Modifications may be executed on behalf of the **COUNTY** by its Director of the DEPARTMENT.

### **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) Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42.U.S.C. 11371-11378);
- b) Terms and conditions of the government grants under Title IX, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.);
- c) Title 24 of the Code of Federal regulations, 576 (HUD regulations concerning ESG);
- d) 24 CFR part 5, subpart A, including nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a) and the housing counseling requirements at 24 CFR 5.111.

- e) The "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 C.F.R. Part 200; and
- f) Any and all laws, statutes, ordinances, rules, regulations or requirements of the Federal, State or local governments, and any agencies thereof, which relate to or in any manner affect the performance of this AGREEMENT.

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

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 on the last date of execution as shown below.

\*Note: Two witnesses are required\*

ATTEST:

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

Della Klug  
Witness #1 Signature

By:   
Barry A. Burton, County Administrator

Della Klug  
Print or Type Name

Date: November 7, 2022

Cheryl Leyenaar  
Witness #2 Signature

Cheryl Leyenaar  
Print or Type Name

ATTEST:

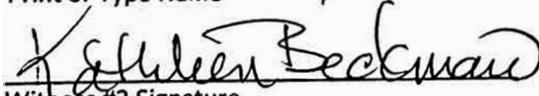
**AGENCY: Homeless Leadership Alliance of Pinellas, Inc.**

  
Witness #1 Signature

By: Monika Alesnik

Briana K. Lipski  
Print or Type Name

Monika Alesnik PhD  
Name/Title

  
Witness #2 Signature

Date: 10/14/2022

Kathleen Beckman  
Print or Type Name

## ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

### A1. FINANCIAL MANAGEMENT

- a) **Accounting Standards.** AGENCY agrees to comply with Subpart E of 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 Subpart E of 2 C.F.R. Part 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.
- c) **Duplication of Costs.** AGENCY certifies that work to be performed under this AGREEMENT does not duplicate any work to be charged against any other contract, subcontract or other source.

### A2. REQUIRED WRITTEN POLICIES, PROCEDURES

- a) **General.** AGENCY will provide the following written policies or procedures in accordance with 2 C.F.R. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 C.F.R. 5.106:
  - i. Conflict of Interest Policy, in accordance with 2 C.F.R. 200.112 (Conflict of Interest), 2 C.F.R. 200.318(c) (General Procurement Standards)
  - ii. Cost Allowability Procedures for determining the allowability of costs in accordance with 2 C.F.R. 200.302(b) (7) (Financial Management) and 2 C.F.R. 200.403 (Factors Affecting Allowability of Costs)
  - iii. Cash Management/Payment Timing Procedures to implement the requirements of 2 C.F.R. 200.305 (Payment)
  - iv. Procurement/Purchasing Policy, in accordance with 2 C.F.R. 200.318(a) (General Procurement Standards), 2 C.F.R. 200.319(c) (d) (Competition), and 2 C.F.R. 200.320 (Methods of Procurement), 2 C.F.R. 200.323(a) (Contract Cost and Price), 2 C.F.R. 200.325 (Bonding Requirements)
  - v. Compensation, Fringe Benefits and Travel Costs, in accordance with 2 C.F.R. 200.430 (Compensation-Personal Services), 2 C.F.R. 200.431 (Compensation-Fringe Benefits), 2 C.F.R. 200.474 (Travel Costs)
  - vi. If applicable. Gender Identity Equal Access Operating Policy and Procedures, in accordance with 24 C.F.R. 5.106 (Equal Access in Accordance with the Individual's Gender Identity in Community Planning and Development Programs) If AGENCY is a manager or owner of temporary or emergency shelters or other buildings and facilities and providers of services.

### A3. DOCUMENTATION AND RECORDKEEPING

- a) **Records to Be Maintained.** AGENCY will maintain all records required by the Federal regulations specified in 24 C.F.R. Part 576.500, 2 C.F.R. 200.302 (Financial Management) and 2 C.F.R. 200.333 (Records Retention) that are pertinent to the activities to be funded under this AGREEMENT. Such records include but are not limited to:
  - i. Records providing a full description of each activity undertaken;

- ii. Records required to determine the eligibility of activities;
- iii. Client data demonstrating client eligibility. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of benefit provided. **AGENCY** understands that protected personally identifiable information (PII) is private and, when not directly connected with the administration of this AGREEMENT, shall not be disclosed, unless written consent is obtained from such person receiving benefit and, in the case of a minor, that of a responsible parent/guardian;
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
- v. Records documenting compliance with the civil rights components of the ESG program;
- vi. Financial records as required by 24 C.F.R. Part 576.500(u), and 2 C.F.R. Part 200.333;
- vii. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to ESG-funded construction projects; and
- viii. Other records necessary to document compliance with 24 C.F.R. Part 576.

- b) **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 14.231. Audit report shall be submitted to DEPARTMENT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, unless **AGENCY** and the DEPARTMENT agree to a longer period in advance. **AGENCY** shall be responsible for the costs associated with this audit. **AGENCY** shall submit any additional documentation requested by **COUNTY** to substantiate compliance to this provision if necessary. In the event the **AGENCY** expends less than the threshold established by 2 C.F.R. Part 200.501, the **AGENCY** is exempt from Federal audit requirements for that fiscal year, however, the **AGENCY** must provide a Single Audit exemption statement to the **COUNTY** no later than three months after the end of the **AGENCY'S** fiscal year for each applicable audit year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this AGREEMENT, **AGENCY** shall be held liable for reimbursement to **COUNTY** of all funds not expended in

accordance with these applicable regulations and AGREEMENT provisions within thirty (30) days after **COUNTY** has notified **AGENCY** of such non-compliance.

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

#### **A4. REPORTING**

- a) **General.** **AGENCY** shall provide to DEPARTMENT its Data Universal Numbering System (DUNS) Number and must register and maintain the currency of information in the System for Award Management (SAM) database, so that Grantee complies with the requirements established by the Federal Office of Management and Budget concerning the DUNS, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 C.F.R. Part 25 and 2 C.F.R. Part 170. **AGENCY** will also comply with the Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25-Award Term.
- b) **Program Income.** Although no program income, as defined by 2 CFR 200.80, is anticipated as a result of this PROJECT, any such income received by **AGENCY** is to be returned to **COUNTY** within thirty (30) calendar days of receipt of such funds. Such income may include income from service fees, sale of commodities, and rental or usage fees. Upon expiration, cancellation or termination of this AGREEMENT, **AGENCY** shall transfer to **COUNTY** any grant funds on hand and any accounts receivable attributable to the use of those funds.
- c) **Periodic Reports.** Quarterly, **AGENCY** shall submit performance reports to DEPARTMENT which summarizes information on the PROJECT and/or information as necessary to quantify the results. Quarterly reports are due 15 days following the end of each quarter of the AGREEMENT: October 15, January 15, April 15 and July 15. The final quarterly report is due no later than 15 business days after the end of the quarter that included the final payment request. Quarterly reports are submitted in the County's online grant management software.

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

- a) **APPLICABLE LAWS.** **AGENCY** shall comply with all federal, state, and local antidiscrimination laws during the term of this AGREEMENT. Specifically, **AGENCY** shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, gender, sexual orientation, age, familial status, pregnancy, handicap, and national origin, AIDS or HIV. Upon receipt of evidence of such discrimination, **COUNTY** shall have the right to terminate this AGREEMENT. **AGENCY** shall take the necessary steps to ensure that applicants for employment and employees are treated without regard to such discriminatory classifications. When expending the Award, **AGENCY** shall, within the eligible population, comply with the following nondiscrimination requirements:
- i. **Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations in 24 C.F.R. 5.105(a) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this AGREEMENT.
  - ii. **Anti-Discrimination.** Pinellas County Ordinance, Chapter 70 – Human Relations, Article II – Discrimination, which prohibits discrimination in the areas of employment, government programs, and housing and public accommodations on the basis of race, color, religion, national origin, familial status, sex (including gender identity and gender expression), sexual orientation, and disability within the legal boundaries of Pinellas County, Florida, including all unincorporated and incorporated areas.
  - iii. **Affirmative Outreach.** 24 C.F.R. 576.407 which requires **AGENCY** to make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis and/or establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. **AGENCY** must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, **AGENCY** must take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.
  - iv. **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.”

- v. **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138, 2 C.F.R. 200.321, and 24 C.F.R. Part 85.36(e) applies to grants under this part. Consistent with HUD's responsibilities under these Orders and with **COUNTY'S** Ordinance No. 26.5 Part 2, **AGENCY** must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
  - vi. **Age Discrimination Act of 1975, as Amended.** No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)
  - vii. **Section 504 of the Rehabilitation Act of 1973, as Amended.** No otherwise qualified individual will, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)
  - viii. **Public Law 101-336, Americans with Disabilities Act of 1990.** Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
- b) **POSTING REQUIREMENT.** **AGENCY** shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause.

## **B2. GENDER IDENTITY**

**AGENCY**, if a manager or owner of temporary or emergency shelters, shall comply with the terms and conditions set forth in 24 C.F.R. 5.105(a) (2) and 24 C.F.R. 5.106: equal access to accommodations, placement and services shall be provided in accordance with the individual's gender identity, and individuals will not be subjected to intrusive questioning or asked to provide evidence of the individual's gender.

## **B3. CONFLICT OF INTEREST**

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

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

#### **B4. DEBARMENT AND SUSPENSION**

- a) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.** **AGENCY** acknowledges that this Grant is subject to 31 C.F.R. Part 19 (Government Debarment and Suspension (Nonprocurement)). **AGENCY** acknowledges it is not included in the Federal Government's Excluded parties List, accessible on [www.sam.gov](http://www.sam.gov). If **AGENCY** ever is placed on such list, or becomes aware that it will be placed on such list, **AGENCY** shall notify **COUNTY** immediately.
- i. **AGENCY** certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - ii. Where **AGENCY** is unable to certify to any of the statements in this contract, **AGENCY** will attach an explanation to this contract.
  - iii. **AGENCY** further agrees by signing this AGREEMENT that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- b) **Changes.** **AGENCY** shall report all changes to systems utilized to carry out the PROJECT, any conflicts of interest that occur during the period of performance, debarment and suspensions, and incidents of fraud, waste, and abuse.

#### **B5. RELIGIOUS ACTIVITIES**

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

#### **B6. LOBBYING**

**AGENCY** acknowledges AGREEMENT is subject to 31 USC Part 1352 (Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions) and 55 FR 6736, and 54 FR 52306. **AGENCY** certifies by signing this contract, to the best of his or her knowledge and belief that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this Section 6B (Lobbying) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d) **Lobbying Certification.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

### 1. **INDEMNIFICATION**

**Agency** agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law, or of any other laws, regulations, ordinance, order or decree, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

### 2. **INSURANCE**

The Agency shall obtain and maintain, and require any sub-Agency's to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Agency shall maintain coverage and provide evidence of insurance for two (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 A- VIII or better.

Upon selection of Agency for award, the selected Agency shall email 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). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County 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.**

- A. 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 contract period.

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 Agency of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Agency or their agent prior to the expiration date.

- 1) The Agency shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Agency from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Agency of this requirement to provide notice.
  - 2) Should the Agency, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- B. If subcontracting is allowed under this RFP, the Primary Agency 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 sub-Agency's 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 sub-Agency; 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. All subcontracts between the Agency and its sub-Agency's shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:
- 1) Require each sub-Agency to be bound to the Agency to the same extent the Agency 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 sub-Agency.

## INSURANCE REQUIREMENTS

- 2) Provide for the assignment of the subcontracts from the Agency to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the sub-Agency except workers compensation and professional liability.
- 4) Provide a waiver of subrogation in favor of the County.
- 5) Assign all warranties directly to the County
- 6) Identify the County as an intended third-party beneficiary of the subcontract. The Agency shall make available to each proposed sub-Agency, prior to the execution of the subcontract, copies of the Contract Documents to which the sub-Agency will be bound by this Exhibit B and identify to the sub-Agency any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. 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 all are at the sole responsibility and risk of Agency.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) 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:

- 1) **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.

### Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

## INSURANCE REQUIREMENTS

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Agency, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No exclusions for physical abuse or sexual Molestation.

Limits

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

- 3) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits 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 commencement date of this contract.

Limits

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

- 4) **Cyber Risk Liability (Network Security/Privacy Liability) Insurance** including 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:

Limits

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

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

**ATTACHMENT D**



PINELLAS COUNTY HOUSING AND  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 COMMUNITY DEVELOPMENT DIVISION  
 440 COURT STREET, 2<sup>ND</sup> FLOOR, CLEARWATER, FL 33756

**AGREEMENT MODIFICATION REQUEST**  
*For budget allocation, or contract language changes.*

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

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

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

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

**PROVIDER AGENCY:**

**PINELLAS COUNTY GOVERNMENT:**

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

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

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

Carol Stricklin, Director  
 Name/Title

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

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

BCC Approval Required: Yes  No

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

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