

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SPECIFIC PERFORMANCE AGREEMENT**

THIS AGREEMENT (AGREEMENT), is made and entered into this _____ day of _____, 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 (**COUNTY**) and **Pinellas Opportunity Council, Inc.**, having its principal office at **501 First Avenue North, Suite 517, St. Petersburg, FL 33701**, a not-for-profit corporation organized under the laws of the State of Florida (**AGENCY**):

WITNESSETH:

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has approved the **COUNTY'S** Annual Action Plan for the Fiscal Year ending September 30, 2017 for the Community Development Block Grant Program (CDBG) and use of the CDBG funds for the activities identified in the Action Plan; and

WHEREAS, the Action Plan includes CDBG funds from 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, Pinellas 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 Board of County Commissioners in Resolution **16-45** approved the **2016-2017** Action Plan furthering the **COUNTY'S** Community Development goals; 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 **Pinellas Opportunity Council's Chore Services Program** was approved as a project in the Action Plan; and

WHEREAS, this is an eligible project and meets the criteria of a National Objective under the CDBG regulations at 24 CFR 570.201(e) and 570.208(a)(2); and

WHEREAS, it is necessary for the **COUNTY** and the **AGENCY** to enter into an 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:

A. PROJECT DESCRIPTION

1. **AGENCY** shall provide heavy household cleaning, yardwork and minor repairs to the 60+ years of age population via its Chore Services Program; hereinafter referred to as "Project." **COUNTY** shall provide funds to **AGENCY** under this AGREEMENT for operating expenses, including utilities, rent, insurance and essential service salaries at the **AGENCY'S** project office located at 4039 - 8th Avenue South, St. Petersburg, FL 33711 for staff of the Chore Services Program.
2. **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.
3. **AGENCY** shall be responsible for compliance with all Federal, state, city and county laws, regulations, and ordinances at all times applicable to the terms of this AGREEMENT.
4. The Project Description outlined above shall not be altered without written approval of **COUNTY** through DEPARTMENT.

B. FUNDING

1. **COUNTY**, through DEPARTMENT, shall pay **AGENCY** a maximum of **\$30,000.00 (Thirty Thousand and NO/100 Dollars)** in CDBG funding for services performed under Section A. Project Description of this AGREEMENT.
2. Upon receipt of a complete reimbursement request, **COUNTY** shall pay **AGENCY** in accordance with §218.70, *et. seq.*, Florida Statutes, the Local Government Prompt Payment Act.
3. **AGENCY** shall submit supporting documentation with each request for reimbursement of actual costs incurred by **AGENCY** in carrying out the Project as described in Section A above. 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.
4. Should **AGENCY** fail to submit adequate supporting documentation with each request for payment as required by **COUNTY**, the DEPARTMENT may disapprove the request.
5. Should **AGENCY** collect any third party payments for eligible services for which **COUNTY** has paid **AGENCY**, **AGENCY** shall reimburse **COUNTY** up to the total amount paid by **COUNTY**.
6. The source of funding from **COUNTY** for payment of services performed under this AGREEMENT is a grant provided to **COUNTY** by the U.S. Department of Housing and Urban Development ("HUD") (Community Development Block Grant - CFDA #14.218). **AGENCY** agrees that in the event that any grant is reduced or withheld by HUD, **COUNTY** shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. 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**.

C. TERM OF AGREEMENT; EFFECTIVE DATE

1. This AGREEMENT shall become effective on **October 1, 2016**, and 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.

D. REVERSION OF ASSETS

1. Although no program income, as defined by 24 CFR 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.
2. **AGENCY** shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT nor enter into any subcontract pursuant to this AGREEMENT without submitting said proposed subcontract to **COUNTY** and without the prior written approval of **COUNTY** of the proposed subcontract. 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.

E. MONITORING

1. **COUNTY** shall have the right to monitor and evaluate all aspects of activities carried out by **AGENCY**. Such evaluation will be effected by risk assessments performed by DEPARTMENT, the submission of information by **AGENCY**, by quarterly monitoring site visits by DEPARTMENT, if applicable, or by other means appropriate to the project.
2. All records pertaining to this AGREEMENT, including but not limited to financial, supporting documents, statistical, property and programmatic records shall be retained for five (5) years from ending date of **COUNTY'S** fiscal year (October 1 through September 30) in which this AGREEMENT is paid in full, expired, or terminated. All records, however, that are subject to audit findings shall be retained for five (5) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida.
3. If **AGENCY** expends more than \$750,000 a year in Federal awards, **AGENCY** shall have a single or program-specific audit conducted for that year in accordance with 2 CFR 200.501 – Audit Requirements. Audit report shall be submitted to DEPARTMENT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, unless **AGENCY** and the DEPARTMENT agree to a longer period in advance. **AGENCY** shall be responsible for the costs associated with this audit. **AGENCY** shall submit any additional documentation requested by **COUNTY** to substantiate compliance to this

provision if necessary. In the event the **AGENCY** expends less than the threshold established by 2 CFR 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.

4. **AGENCY** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to **COUNTY** monitors or their designees for review upon request.
5. **AGENCY** shall at any time during normal business hours and as often as **COUNTY** and/or the Comptroller General of the United States and/or the U.S. Department of Housing and Urban Development and/or any of their duly authorized representatives may deem necessary make available for examination all of **AGENCY'S** records, books, documents, papers, and data with respect to all matters covered by this AGREEMENT and shall permit **COUNTY** and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this AGREEMENT.

F. DEFAULT, TERMINATION AND CANCELLATION

1. **COUNTY** may suspend, withhold payments, or terminate this AGREEMENT and all payments to **AGENCY** in whole or in part for cause upon seven (7) calendar days' notice in writing to **AGENCY**. **COUNTY** may terminate the Agreement for cause if **AGENCY** fails to comply with the material terms and conditions of the AGREEMENT, which shall include but is not limited to a) improper use of Project funds, b) refusal to accept conditions imposed by HUD pertaining to activities covered by this AGREEMENT, or c) submittal to **COUNTY** of documentation which is incorrect or incomplete in any material respect. **COUNTY** may also terminate the AGREEMENT for cause due to changes in federal or state law or the availability of grant funds, as identified in Section B of this AGREEMENT, which render the project impossible or infeasible.
2. In the event of default, lack of compliance or failure to perform on the part of **AGENCY**, **COUNTY** reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to, requesting additional information from **AGENCY** to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising **AGENCY** of deficiency and advising **AGENCY** that more serious sanctions may be taken if situation is not remedied; advise **AGENCY** to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise **AGENCY** to reimburse **COUNTY** for amount of costs incurred for any items determined ineligible.
3. In the event of a natural disaster, this AGREEMENT may be suspended or terminated and funds transferred to recovery activities as determined by **COUNTY**. Funds subject to this provision shall be those that are not contractually committed for construction, design or other such third party private vendors.
4. This AGREEMENT may be terminated in whole or in part for convenience by either party, in accordance with

24 CFR 85.44, by providing sixty (60) calendar days advance written notification to the other, setting forth the reasons for termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if in the case of a partial termination initiated by the **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.

G. INDEMNIFICATION

1. **AGENCY** shall indemnify 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 services 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.

H. INSURANCE

1. **AGENCY** shall procure, pay for and maintain insurance coverage per Attachment A.
2. **AGENCY** shall submit to **COUNTY**, prior to the distribution of any funds under this AGREEMENT, a Certificate of Insurance as proof of insurance coverage and upon request a copy of all policies evidencing such coverage. **COUNTY** reserves the right to request proof that the insurance premium for such policies effective during the term of this AGREEMENT has been paid.

I. REPORTING

1. **AGENCY** shall provide to DEPARTMENT its Data Universal Numbering System (DUNS) Number and must register and maintain the currency of information in the System for Award Management (SAM) database, so that Grantee complies with the requirements established by the Federal Office of Management and Budget concerning the DUNS, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 CFR 25 and 2 CFR 170.
2. 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 B Quarterly reports are due 30 days following the end of the quarter: January 30th, April 30th, July 30th, and September 30th. The September 30th 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.
3. **AGENCY** shall report all personnel changes, changes to systems utilized to carry out the Project Description for this AGREEMENT, any conflicts of interest that occur during the period of performance, debarment and suspensions, incidents of fraud, waste, and abuse, and the addition of more funding to complete the project after the commencement of this AGREEMENT, **AGENCY** shall notify **COUNTY** in writing within thirty (30) days

of receiving notification from the funding source and submit a cost allocation plan for approval by **COUNTY** within forty-five (45) days of said official notification.

4. **AGENCY** shall keep DEPARTMENT Project Manager abreast of significant events during the Project process:

Department Project Manager: **Maggie Miles**

Address: 440 Court Street, 2nd Floor, Clearwater, Florida, 33756

Telephone: 727.464.8210

Fax: 727.464.8254

E-mail: **mmiles@pinellascounty.org**

5. **AGENCY** shall furnish DEPARTMENT with all additional information, records, reports and data as may be required by HUD or **COUNTY** pertaining to matters of this AGREEMENT.

J. NONDISCRIMINATION AND EQUAL OPPORTUNITY

1. In carrying out this AGREEMENT, **AGENCY** shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex or gender as defined in §70-51 of the Pinellas County Codes, sexual orientation, age, familial status, handicap or national origin. 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 are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or gender as defined in §70-51 of the Pinellas County Codes, sexual orientation, age, familial status, handicap or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. **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. When expending CDBG Award, **AGENCY** shall, within the eligible population, comply with the following requirements for nondiscrimination on the basis of race, color, religion, sex or gender as defined in §70-51 of the Pinellas County Codes, sexual orientation, national origin, age, familial status and handicap:
 - (a) **Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations in 24 CFR part 1, together with section 109 of the Act (24 CFR 570.602) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this AGREEMENT.
 - (b) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- (c) **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138 and 24 CFR 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.
- (d) **Section 3.** The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than \$100,000) shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Compliance with the provisions of Section 3 shall be a condition of the Federal financial assistance provided under this contract and binding upon **COUNTY'S**, **AGENCY** and any of **AGENCY'S** subcontractors. Failure to fulfill these requirements shall subject **AGENCY** and any of **AGENCY'S** subcontractors, their successors and assigns, to those sanctions specified by the AGREEMENT through which Federal assistance is provided. **AGENCY** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

AGENCY will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

AGENCY further agrees to comply with these Section 3 requirements to include the following language in all subcontracts executed under this AGREEMENT: *"The work to be performed under this AGREEMENT is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*

AGENCY further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the **COUNTY**; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within

the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

(e) **ADA Compliance.** **AGENCY** shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (state and local government grantees).

3. **AGENCY** agrees that no person shall be excluded from benefits of, or be subjected to, discrimination under any activity carried out by the performance of the AGREEMENT on the basis of race, color, religion, sex or gender as defined in §70-51 of the Pinellas County Codes, sexual orientation, age, national origin, family status or handicap. Upon receipt of evidence of such discrimination, **COUNTY** shall have the right to terminate this AGREEMENT.

K. AMENDMENT/MODIFICATION

1. **COUNTY** or **AGENCY** may amend this AGREEMENT at any time provided that such amendments make specific reference to this AGREEMENT, and are executed in writing, signed by duly authorized representatives of each party, and approved by the **COUNTY'S** governing body, or designee. Such amendments shall not invalidate this AGREEMENT, nor relieve or release **AGENCY** or **COUNTY** from its obligations under this AGREEMENT.

2. Modifications to this AGREEMENT that do not result in an increase of funding, change the purpose 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 C.

L. COMPLIANCE WITH LOCAL, STATE AND FEDERAL RULES, REGULATIONS AND LAWS

1. **AGENCY** shall comply with all applicable laws, orders, and codes of the federal, state and local governments as they pertain to this Agreement, including, but not limited to, the requirements of 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule. **AGENCY** shall assist **COUNTY** in complying with all of the 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.) and under Title I of the Housing and Community Development Act of 1974 (PL 93-383), 24 CFR Part 570 *et seq*, incorporated herein and made part of this Agreement by reference.

2. **AGENCY** agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the CDBG Award provided under this Agreement. Attachment D provides a partial overview of federal requirements as they relate to the CDBG Award. **AGENCY** further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available.

3. **AGENCY** shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Systems for Award Management (SAM), Federal Funding Accountability and Transparency Act (FFATA), and Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25—Award Term, Financial Assistance Use of Universal Identifier and Systems for Award Management, 75 Federal Register

55671 (September 14, 2010) (to be codified at 2 CFR part 25), and Appendix A to Part 170—Award Term, Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Federal Register 55663 (September 14, 2010) (to be codified at 2 CFR part 170).

4. **AGENCY** shall likewise comply with the Lead-Based Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at Part 35, subparts A, B, H, J, K, M and R, as applicable.
5. **AGENCY** shall comply with the terms and conditions set forth in CFR 24, Part 5 General HUD Program Requirements; Waivers, Section 5.109, Equal Participation of Religious Organizations in HUD Programs, as well as 24 CFR Part 570.200, Part 570.503, as amended, and 570.607 regarding faith-based organizations participating in the CDBG Program and 24 CFR 576.23 regarding faith-based organizations participating in the ESG Program.
6. **AGENCY** shall likewise, unless federally exempt, comply with the terms and conditions set forth in CFR, Part 576 as amended Emergency Solutions Grant Program Requirements, Section 576.400 regarding the use of the Homeless Management Information System (HMIS).

M. OTHER REQUIREMENTS

1. **AGENCY** will comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Department of Housing and Urban Development regulations concerning CDBG) including subpart K of these regulations, except that **AGENCY** shall not assume **COUNTY'S** environmental responsibilities described at Sec.570.604; and **AGENCY** shall not assume **COUNTY'S** responsibility for initiating the review process under the provisions of 24 CFR Part 52. **AGENCY** also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds provided under this AGREEMENT. Further, **AGENCY** will comply with all terms of the Community Development Block Grant AGREEMENT and **COUNTY** requirements. Since **COUNTY** is responsible for its Community Development Block Grant program, **AGENCY** will provide DEPARTMENT with the opportunity to review all plans, contracts and other pertinent documentation prior to the commitment of funds in order to confirm compliance with the above federal and local requirements.
2. **AGENCY** certifies and discloses that, to the best of **AGENCY'S** knowledge and belief:
 - 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; and that
 - 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.

3. Nothing contained in the AGREEMENT is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The **AGENCY** shall at all times remain an "Independent Contractor" with respect to the services to be performed under this AGREEMENT. **COUNTY** shall 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 contractor.
4. No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. 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.
5. **AGENCY** shall insure recognition of the role of the **COUNTY** in providing services through this AGREEMENT. All activities, facilities and items utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source. In addition, **AGENCY** will include a reference to the support provided herein in all publications made possible with funds made available under this AGREEMENT.
6. 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.
7. The laws of the State of Florida shall govern this AGREEMENT.
8. **COUNTY** and **AGENCY** may execute this AGREEMENT in counterparts, each of which is deemed an original and all of which constitute only one AGREEMENT.
9. This AGREEMENT constitutes the entire agreement between the parties for the use of funds received hereunder. This Agreement supersedes all prior communications, whether written or oral, between the parties.

(SIGNATURE PAGE(S) TO FOLLOW)

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:

PINELLAS COUNTY, FLORIDA

a political subdivision, by and through its
County Administrator

Witness #1 Signature

By: _____
Mark S. Woodard, County Administrator

Print or Type Name

Date: _____

Witness #2 Signature

Print or Type Name

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Chelsea D. Hardy
Assistant County Attorney

ATTEST:

AGENCY: Pinellas Opportunity Council, Inc.

Witness #1 Signature

By: _____

Print or Type Name

Name/Title

Witness #2 Signature

Date: _____

Print or Type Name