

**ST. PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of September 3, 2009**

TO: The Honorable Jeff Danner, Chair, and Members of City Council

SUBJECT:

A resolution authorizing the Mayor or his designee to execute a sub-grant agreement between the City and Catholic Charities Diocese of St. Petersburg, Inc. ("Catholic Charities"), and a subgrant agreement between the City and 211 Tampa Bay Cares, Inc. ("Tampa Bay Cares") for the purpose of implementing the homeless prevention and rapid re-housing program ("HPRP"), from which the City will allocate no more than \$300,000 to Catholic Charities to provide financial assistance for homeless prevention, rapid re-housing, housing relocation and stabilization services for homeless persons or those at risk of becoming homeless in the City; and no more than \$15,000 to Tampa Bay Cares to generate reports for assistance provided by the City's vendors who assist persons through the HPRP; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION:

The President signed into law on February 17, 2009, the American Recovery and Reinvestment Act ("ARRA") of 2009. ARRA made provisions for various departments within the federal government to make funding available to address different aspects of the economy that would result in reinvestment in America and put people back to work. A program that was generated from ARRA is the Homeless Prevention and Rapid Re-housing Program ("HPRP"). The City was programmed to receive \$914,999 in funding to provide homeless prevention and rapid re-housing assistance to persons eligible to receive assistance who were negatively impacted within the City.

The City wrote a Plan and drafted a substantial Amendment of its FY 2008-2009 Annual Action Plan on May 7, 2009, to establish the HPRP. City Council approved the City's Substantial Amendment to be forwarded to HUD. In anticipation of receipt of funding, the City announced the solicitation of applications in the St. Petersburg Times and Weekly Challenger for agencies that have experience providing the services of homeless prevention and rapid re-housing to secure a funding application from the City and return the application by May 15, 2009, at 4:00 p.m. The City received responses from three experienced and qualified vendors who responded with an interest in participating in the program and in entering into a subrecipient agreement, or Interlocal Agreement with the City.

The U.S. Department of Housing and Urban Development ("HUD") has forwarded the HPRP Grant Agreement ("Agreement") to the City for execution, prior to the implementation of the program. HUD has also acknowledged in the cover letter to the Agreement that it expects the execution of all sub-grantee contracts must be completed by September 30, 2009. The City is interested in engaging the services of following vendors to provide Homeless Prevention and Rapid Re-housing, and generation of data to support the City's reporting mechanisms:

- Catholic Charities will be allocated \$300,000 over a two-year period to provide Financial Assistance, for Homeless Prevention, Rapid Re-housing, Housing Relocation and Stabilization Services for homeless persons, or those at risk of becoming homeless in the City of St. Petersburg.
- Tampa Bay Cares will be allocated \$15,000 during the time in which the grant remains open and providing assistance to impacted persons (no more than 3 years), to compile data about those being assisted, which will provide the necessary information for the City to report to HUD.

Catholic Charities and Tampa Bay Cares has agreed to provide the HPRP services by submittal of an application from which performance data was incorporated into the attached proposed Subrecipient Agreement with the City. Catholic Charities will ensure that it assists impacted persons in a timely manner and will provide information to the City that will allow the City to produce the necessary quarterly and annual reports to HUD as mandated. Tampa Bay Cares will ensure that the City has data it needs to submit the required reports to HUD in the timeframes needed.


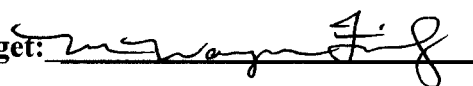
**RECOMMENDATION:** Administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute a sub-grant agreement between the City and Catholic Charities Diocese of St. Petersburg, Inc. (“Catholic Charities”), and a subgrant agreement between the City and 211 Tampa Bay Cares, Inc. (“Tampa Bay Cares”) for the purpose of implementing the homeless prevention and rapid re-housing program (“HPRP”), from which the City will allocate no more than \$300,000 to Catholic Charities to provide financial assistance for homeless prevention, rapid re-housing, housing relocation and stabilization services for homeless persons or those at risk of becoming homeless in the City; and no more than \$15,000 to Tampa Bay Cares to generate reports for assistance provided by the City’s vendors who assist persons through the HPRP; authorizing the Mayor or his designee to execute all documents necessary to effectuate this transaction; and providing an effective date.

**COST/FUNDING/ASSESSMENT INFORMATION:**

Funds have previously been appropriated in the HPRP Fund (1017).

**Attachments:** Resolution

**APPROVALS:**

**Administration:**  **Budget:** 

Legal: 00111441.doc v. 4

Resolution No. 2009-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A SUB-GRANT AGREEMENT BETWEEN THE CITY AND CATHOLIC CHARITIES DIOCESE OF ST. PETERSBURG, INC. ("CATHOLIC CHARITIES"), AND A SUBGRANT AGREEMENT BETWEEN THE CITY AND 211 TAMPA BAY CARES, INC. ("TAMPA BAY CARES") FOR THE PURPOSE OF IMPLEMENTING THE HOMELESS PREVENTION AND RAPID RE-HOUSING PROGRAM ("HPRP"), FROM WHICH THE CITY WILL ALLOCATE NO MORE THAN \$300,000 TO CATHOLIC CHARITIES TO PROVIDE FINANCIAL ASSISTANCE FOR HOMELESS PREVENTION, RAPID RE-HOUSING, HOUSING RELOCATION AND STABILIZATION SERVICES FOR HOMELESS PERSONS OR THOSE AT RISK OF BECOMING HOMELESS IN THE CITY; AND NO MORE THAN \$15,000 TO TAMPA BAY CARES TO GENERATE REPORTS FOR ASSISTANCE PROVIDED BY THE CITY'S VENDORS WHO ASSIST PERSONS THROUGH THE HPRP; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City received a grant ("Grant") in the amount of \$914,999 from the Federal Government through the U.S. Department of Housing and Urban Development ("HUD") formula allocations to implement a Homeless Prevention and Rapid Re-Housing Program ("HPRP") to assist persons and households who are at risk of becoming homeless, or who are already homeless and are in need of housing; and

WHEREAS, HUD has signed a Grant agreement ("Agreement") and submitted it to the City for implementation of the HPRP program; and

WHEREAS, City Council authorized acceptance of the Grant by Resolution No. 2009 - 367 on July 23, 2009; and

WHEREAS, in April 2009, the City announced a request for qualification to solicit agencies that have experience with the delivery of services to the homeless, or those at risk of becoming homeless; and

WHEREAS, the City received responses from three applicants who were qualified and had the documented experience to provide the services; and

WHEREAS, the City has decided to engage the services of Catholic Charities Diocese of St. Petersburg, Inc. ("Catholic Charities") and 211 Tampa Bay Cares, Inc. ("Tampa Bay Cares") to provide the following services:

- Catholic Charities will be allocated \$300,000 over a two-year period to provide



**HOMELESSNESS PREVENTION AND RAPID RE-HOUSING GRANT  
AGENCY AGREEMENT  
(Services)**

THIS AGREEMENT, ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the City of St. Petersburg, a municipal corporation existing by and under the laws of the State of Florida ("City"), and Catholic Charities, Diocese of St. Petersburg, Inc., a corporation not-for-profit organized under the laws of the State of Florida ("Agency"):

WITNESSETH:

WHEREAS, the City is the recipient of a Homelessness Prevention and Rapid Re-Housing Grant (S-09-MY-12-0009); and

WHEREAS, the City desires to use a portion of said funds to assist persons/households who are homeless, or at risk of becoming homeless to secure permanent rental housing; and

WHEREAS, the City Council by Resolution number 2009-367 has appropriated funds from said grant for the implementation of said goals;

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

**PART I - SPECIFIC TERMS AND CONDITIONS**

**A. SCOPE OF SERVICES**

1. Agency shall provide short term financial assistance (up to 3 months) payments for rental assistance, motel/hotel vouchers, security deposits, and utility deposits/payments for 80 unduplicated persons/households to prevent evictions or rapidly re-house homeless residents.
2. Agency shall provide an estimated 640 hours of case management to verify each client's eligibility for participation in the program, evaluating appropriateness of HPRP for the household, outreach and engagement, and housing search and placement. One Case Manager will be assigned to assist with the implementation of the City's HPRP program.
3. Agency shall provide assistance to persons/households whose incomes are at or below 50% of area median income ("AMI"), as defined by the U.S. Department of Housing and Urban Development ("HUD") Section 8 income limits; current income limits as attached hereto as Exhibit A and as may be revised from time to time by HUD.
4. Agency shall make best effort to primarily serve at a minimum of 75% of persons/households within the City of St. Petersburg and remaining assistance in Pinellas County.
5. Agency shall document the income of each person/household by having the head of household complete and certify an Exhibit B, attached hereto, and attached to said Exhibit B a copy of supporting documentation of income and proof of residency. Documentation of income must be verified through third party verification or other form approved or amended by HUD from time to time.
6. For persons/households who are homeless, Agency must document homelessness by one of the following:
  - a) Sleeping in emergency shelter;
  - b) Sleeping in place not meant for human habitation;
  - c) Staying in hospital or institution for up to 180 days, but literally homeless immediately prior to entry;

- d) Graduating from/timing out of transitional housing; or
  - e) Victim of domestic violence.
7. Agency shall follow HUD's definition of being homeless in accordance with HUD CPD Advisory Letter 95-17, and said verifications shall include:
- a) Persons Coming From the Street: information obtained during the intake process, including names of other organizations or outreach workers who have assisted the client in the past, names and addresses of friends or relatives with whom the client has lived, whether the client receives general assistance checks and where the checks are delivered, and any other information regarding the client's activities in the recent past which might provide a means of verification. If unable to verify this type of living condition, Agency shall prepare a short written statement about the client's previous living place, have the client sign and date the statement and Agency shall sign and date the statement.
  - b) Persons Coming From Emergency Shelter or Referral Agency: written verification from the shelter staff with date(s) of stay and date of release, or written verification from referring agency as to where the client most recently resided.
  - c) Persons To Be Released From Institutions: evidence regarding income and documentation of attempts to identify housing and/or a support network such as family, friends, religious and social groups.
8. For persons/households who are at-risk of becoming homeless, Agency must document current situation, including but not limited to:
- a) Aging out of foster care;
  - b) Paperwork showing eviction within two weeks;
  - c) Paperwork showing housing unit has been condemned;
  - d) Severe cost burden (greater than 50% of income for housing costs);
  - e) Lack of reliable transportation – need to be closer to job;
  - f) Doubled up with another family or couch homeless;
  - g) Victim of predatory lending; or
  - h) Foreclosure
9. Agency shall provide for habitability inspections of property in accordance with attached Exhibit D to be rented by persons/households who are assisted through the program anytime a participant moves into housing paid for under the HPRP program. Inspection will not be required when clients are staying in their existing housing (unless there is a child under the age of 6 or an expected child, at which point a visual lead-based paint assessment must be conducted on properties built prior to 1978). If the lead-based paint is evident then, person/household shall find other accommodations. inspections shall be completed by a qualified inspector and costs of the inspections are an eligible cost for reimbursement.
10. Agency shall accomplish the goals of this Agreement in accordance with all the terms and conditions thereof, which include the regulations issued by HUD and contained in Docket No. FR-5307-N-0 titled (Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009), signed by HUD on March 19, 2009, and other regulations therein.
11. Agency shall comply with the Office of Management and Budget ("OMB") Memorandum dated June 22, 2009 titled "Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009." Agency shall provide the required information as attached hereto as Exhibit E upon execution of this Agreement and as may change from time to time.

12. Agency shall be responsible for compliance with all federal, state, city and county laws, regulations, and ordinances at all times applicable to the implementation of this Agreement.
13. The scope of service herein shall be altered only through prior written approval of both parties.

#### B. METHOD OF PAYMENT

1. City shall pay a maximum of \$300,000.00 (Three Hundred Thousand dollars and no cents) to the Agency and Agency shall accept that amount for services outlined in this Agreement, payable as follows.
  - a) Provide a maximum of \$278,324.00 (Two Seventy-Eight Thousand Three Hundred Twenty-Four dollars and no cents) for payment of up to three months rental assistance and utilities, hotel/motel vouchers, utility deposits/payments and security deposits;
  - b) Provide a maximum of \$21,676.00 (Twenty-One Thousand Six Hundred Seventy-Six dollars and no cents) for case management, outreach and engagement, and housing search and placement;
  - c) City shall reimburse Agency for actual costs paid by Agency to include adequate documentation of expenses and clients served;
    - 1) Reimbursement requests shall include the following:
      - 2) a copy of invoices with date of service and client name and address;
      - 3) a copy of cancelled checks from Agency for payment. For an item to be approved for reimbursement, the name of the vendor on a canceled check must match the name of the vendor on the corresponding invoice;
      - 4) client file with copy of Exhibit B and supporting documentation as to income and residency as specified in Section A above; and
      - 5) a copy of time sheets, attached hereto as Exhibit C, and payroll documentation for case manager. Reimbursement shall be based upon the number of hours completed assisting income eligible clients to find suitable living accommodations.
2. Reimbursement requests shall be made by the Agency during the first ten (10) days of each calendar month. All requests for payment made after the tenth day of the month will be held for processing until the following month. Reimbursement requests shall be submitted at least once per calendar quarter. If a reimbursement request is not submitted at least once during a calendar quarter, the City may reduce the contract amount by one quarter of the total budget, at the City's discretion.
3. The City reserves the right to disapprove requests for payment which are not consistent with the terms of this Agreement and/or which do not, in the sole discretion of the City, provide adequate documentation of services and/or materials rendered.
4. No requests for payment of services under this Agreement shall be accepted after October 6, 2012.

#### C. REPORTING AND MONITORING

1. Agency shall provide a written monthly report from information provided by 211 Tampa Bay Cares Homeless Management Information System ("HMIS"), to the City by the fifth working day of each month for activity the previous month, which summarizes progress made toward completion of services, comparing goals and accomplishments, and providing an explanation if accomplishments do not meet the implementation schedule.

2. Agency shall provide City with the following information/reports by November 1st of 2010, 2011 and 2012:
  - a) A cumulative report of assistance provided during the fiscal year; and
  - b) Assessment of effectiveness of the program.
3. Progress in implementation of this Agreement shall be measured against the goals provided in Section A above, and the amount of funds billed as of September 30, 2011, and September 30, 2012. Agency shall bill the City for services delivered with a minimum of 50% of funds allocated expended by September 30, 2011, and the remaining funds expended prior to September 30, 2012. Funding not expended in the time mentioned will be recaptured by the City and redistributed to other eligible vendors by City. All funds shall be expended by September, 2012, or shall be recaptured by City.
4. Agency shall furnish City with all additional information, records, reports and data as may be required by HUD or City pertaining to matters of this Agreement.
5. City shall have the right to monitor and evaluate all aspects of activities carried out by Agency. Such evaluation will be effected by the submission of reports and information by Agency and by file reviews and site visits of Agency by the City.

#### D. TIME OF PERFORMANCE

The services described in Part I, Section A of this Agreement shall commence on October 1, 2009 and shall be completed on or before September 30, 2012.

#### E. GENERAL TERMS AND CONDITIONS

1. The attached "Part II General Terms and Conditions" are incorporated into this Agreement and are binding on the parties hereto.
2. All parts and exhibits to this Agreement shall be read together providing, however, that in the case of conflict, terms of the Part I of this Agreement shall be controlling.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the date first above written.

WITNESS:  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

CITY OF ST. PETERSBURG:  
By: \_\_\_\_\_  
Joshua A. Johnson, Director  
Housing and Community Development

Attest: \_\_\_\_\_  
Eva Andujar, City Clerk

WITNESS:  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Catholic Charities, Diocese of St. Petersburg, Inc.:  
By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Print: \_\_\_\_\_  
Corporate Secretary ( Seal )

Approved as to Content:

Approved as to Form:

\_\_\_\_\_  
City Attorney (designee)  
By:

\_\_\_\_\_  
City Attorney (designee)  
By:

PART II - GENERAL TERMS AND CONDITIONS  
(HPRP-Funded Service Agreements with Non-profit Agencies)

A. Source of Funds. The sole source of funding from the CITY for payment of services performed under this agreement is the Homelessness Prevention and Rapid Re-Housing Grant provided to the CITY by the U.S. Department of Housing and Urban Development. AGENCY agrees that in the event that the Homelessness Prevention and Rapid Re-Housing Grant is reduced or withheld by the U.S. Department of Housing and Urban Development, the CITY shall not be liable for payment of contracted services from any CITY fund other than the Homelessness Prevention and Rapid Re-Housing Grant. AGENCY further agrees that the maximum sum payable under this agreement may be reduced by the CITY, at the sole discretion of the CITY. In the event that the U.S. Department of Housing and Urban Development determines that AGENCY has not fulfilled its obligations in accordance with the requirements applicable to the Homelessness Prevention and Rapid Re-Housing Grant and/or requests reimbursement of expenses paid under this agreement, AGENCY shall provide said reimbursement from non-federal sources within ten days of said notice from the CITY.

B. Non-Discrimination. In carrying out this agreement, the AGENCY or any subcontractor shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, age, national origin or handicap.

C. Fair Housing. In carrying out this agreement, the AGENCY or any subcontractor shall not discriminate in the sale, rental, use or occupancy of housing; in the sale or rental of land to be developed for housing; in the financing of housing or the provision of brokerage services; including otherwise making unavailable or denying a dwelling to a person, because of race, color, religion, sex, national origin, handicap or familial status. AGENCY and any subcontractor agree to affirmatively further fair housing.

D. Equal Employment and Contracting Opportunity. During the performance of this agreement, the AGENCY shall comply with E.O. 11246 and implementing regulations at 41 CFR Part 60. AGENCY shall not discriminate against any person in any phase of employment because of race, color, religion, sex, or national origin. AGENCY and any subcontractor shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship. AGENCY and any subcontractor shall to the greatest extent feasible give opportunities for training and employment to low- and moderate-income persons residing within the Tampa - St. Petersburg metropolitan area and award contracts for work in connection with this agreement to eligible business concerns which are located in or owned in substantial part by persons residing in said metro area. In accordance with E.O. 11246 and implementing regulations at 41 CFR Part 60, AGENCY and any subcontractors performing services under this agreement shall develop a written affirmative action compliance program, if AGENCY or subcontractor has fifty (50) or more employees and is awarded a contract(s) totaling \$50,000.00 or more. Said program shall be due to CITY prior to any payment for services under this agreement.

E. Conflict of Interest. AGENCY shall ensure that no person who is an employee, agent, consultant, officer or elected or appointed official of the City or Contractor who exercises or has exercised any functions or responsibilities with respect to activities under this Agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

AGENCY shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using funds provided under this agreement. No employee, officer or agent shall participate in the selection, award or administration of a contract in which said funds are used, where he or his immediate family, partners, or organization in which he or his family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. AGENCY'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by AGENCY'S officers, employees or agents.

F. Lobbying Prohibited. AGENCY certifies that:

1) 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

2) 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, with a copy of said submittal provided to CITY within ten (10) days of submission.

G. Record Retention. All records pertaining to this agreement, including but not limited to financial, statistical, property and programmatic records, shall be retained for four (4) years from ending date of the CITY'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 four (4) 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.

H. Audits. AGENCY shall at AGENCY'S expenses provide to the CITY within one hundred eighty (180) days of the end of AGENCY'S fiscal year an audit, management letter and AGENCY'S response to the management letter as outlined in this section. This is a St. Petersburg City Council policy and by that City Council policy, no extensions may be given. Failure to comply may result in an inability to receive funds in future years.

1) The AGENCY shall at any time during normal business hours and as often as the CITY and/or 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 the CITY and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this agreement.

2) If AGENCY receives and/or expends more than \$500,000 in federal awards in the AGENCY'S fiscal year, including funds received under this Agreement, AGENCY shall at AGENCY'S expense have an organization-wide audit of AGENCY'S records performed by an independent Certified Public Accounting firm in accordance with OMB Circular A-133. Said audit, or audits if expenditures are incurred over more than one of AGENCY'S fiscal years, shall cover the entire period of this Agreement between disbursement of the first payment from the CITY to the AGENCY through disbursement of the last payment from AGENCY to a vendor or last payment from CITY to AGENCY, whichever is later, for payment of services under this Agreement. Unless modified in Part I of this Agreement, said audit shall be due to the CITY within one hundred eighty (180) days of the end of AGENCY'S fiscal year in which final payment under this Agreement is paid by AGENCY. If a lien is placed on real property as part of this Agreement, AGENCY shall provide CITY with an annual audit, within one hundred eighty (180) days of the end of AGENCY'S fiscal year, until such time as said lien expires, is forgiven or is paid in full.

3) If AGENCY is not subject to the requirements of OMB Circular A-133 and is awarded and/or expends \$50,000 or more in funds under this Agreement, AGENCY shall at AGENCY'S expense have an agency-wide financial audit performed by an independent Certified Public Accounting firm in accordance with Generally Accepted Accounting Principals (GAAP) and Generally Accepted Governmental Auditing Standards (GAGAS). Said audit shall test the fiscal integrity of financial transactions, the effectiveness of financial management systems and the effectiveness of internal control systems. Said audit shall cover the entire period of this Agreement between disbursement of the first payment from the CITY to the AGENCY through disbursement of the last payment from AGENCY to a vendor or last payment from CITY to AGENCY, whichever is later, for payment of services under this Agreement. Unless modified in Part I of this Agreement, said audit shall be due to the CITY within one hundred eighty (180) days of the end of AGENCY'S fiscal year in which final payment

under this Agreement is paid by AGENCY. If a lien is placed on real property as part of this Agreement, AGENCY shall provide CITY with an annual audit, within one hundred eighty (180) days of the end of AGENCY'S fiscal year, until such time as said lien expires, is forgiven or is paid in full.

4) If AGENCY is not subject to the requirements of OMB Circular A-133 and is awarded and/or expends less than \$50,000 in funds under this Agreement, AGENCY shall at AGENCY'S expense have a compiled financial statement accompanied by a letter from the independent accountant who performed the compilation indicating that controls and procedures are in place to govern the expenditure of grant funds appropriately. Said compilation shall cover the entire period of this Agreement between disbursement of the first payment from the CITY to the AGENCY through disbursement of the last payment from AGENCY to a vendor or last payment from CITY to AGENCY, whichever is later, for payment of services under this Agreement. Unless modified in Part I of this Agreement, said compilation shall be due to the CITY within one hundred eighty (180) days of the end of AGENCY'S fiscal year in which final payment under this Agreement is paid by AGENCY. If a lien is placed on real property as part of this Agreement, AGENCY shall provide CITY with an annual compilation, within one hundred eighty (180) days of the end of AGENCY'S fiscal year, until such time as said lien expires, is forgiven or is paid in full.

I. Reports and Information. At such times and in such form as CITY may require, AGENCY shall furnish to CITY statements, records, reports, data and information as the CITY may request pertaining to matters covered by this agreement.

J. Copyrights and Patents. If this agreement results in a book or other copyrightable materials or patentable materials, AGENCY may copyright or patent such, but CITY and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

K. Termination of Contract for Cause. If, through any cause, AGENCY shall fail to fulfill in a timely and proper manner its obligation under this agreement, or if AGENCY shall violate any of the covenants, agreements, or stipulations of this agreement, CITY shall thereupon have the right to terminate this agreement by giving written notice to AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, any finished or unfinished material prepared under this agreement shall become the property of CITY and just and equitable compensation or credit as determined by CITY shall be given for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the agreement by the AGENCY. The CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount for damages due to the CITY from the AGENCY is determined.

This agreement may not be so terminated if the failure to perform rises from unforeseeable causes beyond the control and without the fault or negligence of AGENCY. Such causes may include, but are not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault and negligence of AGENCY.

In the event of default, lack of compliance or failure to perform on the part of AGENCY, CITY 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 CITY for amount of costs incurred for any items determined ineligible.

L. Termination for Convenience. CITY may terminate this agreement at any time, by giving written notice to AGENCY of such termination and specifying the effective date of such termination, at least fifteen (15) days before the effective date thereof. In that event, all finished or unfinished documents and other material shall, at the option of CITY become its property. If the agreement is terminated by CITY as provided herein, AGENCY will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the AGENCY covered by this agreement, less payments of compensation previously made.

M. Hold Harmless. The AGENCY shall indemnify and hold the CITY and all of its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties"), harmless from and against all costs, expenses, liabilities, suits, claims, losses, damages, fines, fees, judgments, liens, penalties 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. The AGENCY will defend any actions or suits brought against the CITY by reason of the 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 the AGENCY or any of its agents or subcontractors. This Paragraph N is enforceable whether or not such negligence is claimed to be either solely that of the Agency, its employees, agents, representatives, contractors, subcontractors, or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties.

The provisions of Paragraph FF are independent of, and will not be limited by, any insurance required to be obtained by the Agency pursuant to this Agreement otherwise obtained by the Agency, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

N. Release. Agency does hereby release, remise, satisfy, quit claim and forever discharge the Indemnified Parties from any and all actions, claims and demands that Agency ever had, now has or may have or that any person claiming through the Agency may have against the Indemnified Parties as a result of, arising out of or in connection with this Agreement.

O. Partial Invalidity. 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.

P. Notification. . All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the actual date of delivery if hand delivered (signature required) to the authorized representative of the recipient at the address listed below. Either party may change the below listed address at which he receives written notices by so notifying the other party hereto in writing.

ADDRESS OF CITY:

City of St. Petersburg  
Housing & Community Development  
Post Office Box 2842 (if mailed)  
175 Fifth Street North (if delivered)  
St. Petersburg, Florida 33731

ADDRESS OF AGENCY:

Catholic Charities, Diocese of St. Petersburg  
1213 16<sup>th</sup> Street North  
St. Petersburg, FL 33705

Q. Assignment and Subcontracting. 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 the CITY and without the prior written approval of the CITY of the proposed subcontract. All federal 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 federal requirements are included in said subcontracts and all subcontractors abide by said requirements.

R. Relationship to Parties. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

S. Property Acquired. Title to all non-expendable personal property (\$300.00 or greater in value per unit and useful life of more than one year) purchased in whole or in part from funds provided under this agreement shall vest in the CITY, and upon termination of this agreement shall be returned to CITY within ninety (90) days. In the event that non-expendable personal property purchased under this agreement is sold during the term of this agreement or for one year after contract expiration, any income from the sale shall be returned to the CITY within ten (10) days of sale.

AGENCY shall furnish the CITY an inventory of personal property purchased in whole or in part from funds provided under this agreement within fifteen (15) days of the date of acquisition. AGENCY shall be responsible for the maintenance and upkeep of all non-expendable personal property and maintain sufficient insurance to cover the cost of replacement.

T. Modifications. No oral agreement or conversation with any officer, agent or employee of the CITY, either before or after execution of this agreement shall affect or modify any of the terms or obligations contained in this

agreement. Any such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY. This agreement shall not be modified except in writing by the designated CITY representative.

U. HUD Requirements. Unearned payments under this agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the United States Department of Housing and Urban Development at any time.

V. Non-Waiver. 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.

W. Religious Discrimination. AGENCY agrees that in consideration of receipt of funds under this agreement:

1) Agency shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

2) AGENCY shall provide no religious instruction or counseling, conduct no religious workshops or services, engage in no religious proselytizing, and exert no other religious influence on any client receiving service under this Agreement unless participation is clearly voluntary for the client and occurs separately in time or location from the activities described herein.

3) No property which is acquired, constructed or rehabilitated under this agreement shall be used for religious instruction, counseling, workshops and/or services for the term of this agreement and the term of any mortgage and/or promissory notes issued pursuant to this agreement unless specifically provided for in Part I of this Agreement.

4) AGENCY agrees to include the above four paragraphs in any subcontracts pursuant to this agreement.

X. OMB A-110. AGENCY shall comply with the requirements and standards of OMB Circular A-110.

Y. Cost Principles. AGENCY shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations".

Z. National Flood Insurance Program. AGENCY shall obtain flood insurance in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) for property assisted under this agreement which is within an area having special flood hazards as determined by CITY.

AA. Lead-Based Paint. AGENCY shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazards Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts, A, B, J, K, M and R of this title.

BB. Insurance.

a) Agency shall maintain coverage with the following minimum requirements while performing City business:

1.) A Commercial General Liability (CGL) in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; and (ii) contractual liability under this Agreement.

2) Workers Compensation insurance as required by Florida law and Employers Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.

b). All policies, except Workers' Compensation, must include the City of St. Petersburg, its officers, agents, employees and volunteers as "Additional Insured" under the liability policies.

c) All required insurance policies shall provide that the City shall be afforded at least thirty (30) days advance written notice in the event of cancellation, reduction or material change of any policy.

d) Certificates of Insurance shall be executed on a standard ACORD form and delivered to the City at least fifteen (15) days prior to this Agreement taking effect. Agency shall provide the City with copies of insurance policies required by this Agreement upon request of the City. The City reserves the right to request proof that the insurance premiums for the required policies have been paid.

e) Agency hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, and rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

f) The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Agency hereunder from time to time.

g) All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A and 8 in the current edition of Best's Insurance Guide.

CC. Relocation and Displacement. AGENCY shall provide relocation assistance at AGENCY'S expense in accordance with the CITY'S Residential Anti-displacement and Relocation Assistance Plan and the provisions of 24 CFR Part 576, to any person displaced as a result of activities performed under this agreement.

DD. Drug-Free Workplace. AGENCY certifies by signature on this Agreement to maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F.

EE. Minority Business Enterprises. AGENCY shall use its best efforts to contract with minority-owned businesses for materials, supplies and construction funded in whole or in part by this agreement. Documentation of contracts with minority-owned businesses and/or best efforts taken shall be provided to CITY upon request.

FF. Governing Law/Venue and Jurisdiction. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

GG. Non-Appropriation: The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

HH. No Third Party Beneficiaries: Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries thereto.

II. City Consent and Action.

a) For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

b) For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

## EXHIBIT A

### HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM

#### INCOME LIMITS

Very Low Income  
Maximum GROSS  
Household

1	\$20,700
2	\$23,700
3	\$26,650
4	\$29,600
5	\$31,950
6	\$34,350
7	\$36,700
8+	\$39,050

Please note: the maximum income for households with eight or more persons is fixed and does not increase as the size of the household increases.

**EXHIBIT B-1  
CLIENT VERIFICATION FORM**

Client Name: \_\_\_\_\_ Client/Case Number: \_\_\_\_\_

Where did you sleep last night? \_\_\_\_\_

I. Problems Presented/Verification Provided: \_\_\_\_\_  
\_\_\_\_\_

Verified by Case Worker: YES \_\_\_\_\_ DATE OF VERIFICATION: \_\_\_\_\_

**Eligible Criteria (must document current living situation):**

- 1. In places not meant for human habitation, such as cars, parks, sidewalks, abandoned building (on the street).
- 2. In an emergency shelter.
- 3. Graduating from/timing out of transitional housing.
- 4. Is being evicted within two weeks from a private dwelling unit and no residence has been identified and the person lacks the resources to obtain housing.
- 5. Is being discharged within two weeks from an institution, such as a mental or substance abuse treatment facility or a jail/prison, in which they had been a resident for more than 180 consecutive days, but literally homeless immediately prior to entry, and no subsequent residence has been identified and the person lacks the resources to obtain housing.
- 6. Is fleeing a domestic violence housing situation and the person lacks resources and support needed to obtain housing.
- 7. Other: \_\_\_\_\_

How was this verified?: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Case Manager's Signature

\_\_\_\_\_ Print Name

II. Disposition/Plan: \_\_\_\_\_

I, \_\_\_\_\_ verify I am without appropriate adequate housing opportunities. I further state that my present living arrangement is temporary and I have no place to relocate at the present time. The information I have provided and represented herein is correct and is a true representation of my interview.

In addition, I authorize the release of this information.

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

**EXHIBIT B-2**  
**INCOME AND DEMOGRAPHIC INFORMATION FORM**

**I. Personal Data**

Name: \_\_\_\_\_ SS# (last 4 #s): \_\_\_\_\_ DOB: \_\_\_\_\_ M \_\_\_ F \_\_\_

Name: \_\_\_\_\_ SS# (last 4 #s): \_\_\_\_\_ DOB: \_\_\_\_\_ M \_\_\_ F \_\_\_

\*Present Address: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

\*Previous Address: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

**\*Must document homelessness or about to become homeless**

Hispanic/Latino (must choose): \_\_\_ YES \_\_\_ NO

Race (circle one):    White            Black/African American            Native Hawaiian/Pacific Islander            Asian  
                                 American Indian/Alaskan Native            American Indian/Alaskan Native & White            Asian & White  
                                 Black/African American & White            American Indian/Alaskan Native & Black/African American  
                                 Other Multi-Racial

Veteran (Yes or No) \_\_\_\_\_

Individual: \_\_\_\_\_ Family w/ children: \_\_\_\_\_ Couple w/o children \_\_\_\_\_

Is Client Head of Household? Yes \_\_\_ No \_\_\_            Head of Household: Male \_\_\_ Female \_\_\_

Number of persons needing services:            Adults \_\_\_\_\_            Children \_\_\_\_\_

Gender/Ages: \_\_\_ / \_\_\_            \_\_\_ / \_\_\_            \_\_\_ / \_\_\_            \_\_\_ / \_\_\_

**II. Employment Data**

Status: Full Time \_\_\_ Part-Time \_\_\_ Day-Labor \_\_\_ Temp \_\_\_ None \_\_\_\_\_

Applied for SSI/SSDI: Yes \_\_\_ No \_\_\_    Status: Pending \_\_\_ Received \_\_\_ Denied \_\_\_ On Appeal \_\_\_\_\_

**III. Resources**

\*Monthly Income: \$ \_\_\_\_\_ Work \_\_\_ SSI/SSDI \_\_\_ TANF \_\_\_ Food Stamps \_\_\_\_\_

Child Support \_\_\_\_\_ None \_\_\_ Other (specify) \_\_\_\_\_

**\*Income Documentation collected must be through third party verification.**

**IV. Household Characteristics (if applicable)**

Family Violence \_\_\_ Physically Disabled \_\_\_ Drug Dependent \_\_\_ HIV/AIDS \_\_\_\_\_

Developmentally Disabled \_\_\_ Alcohol Dependent \_\_\_ Chronically Mentally Ill \_\_\_\_\_

Other (specify) \_\_\_\_\_

**V. Referral History**

Agency Referred to:	Date Contact Person:	Phone Number:
_____	_____	_____
_____	_____	_____

**EXHIBIT C  
TIMESHEET**

Name _____	Employee # _____
Week Ended _____	Hourly Rate _____

Work Description	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total Regular Hours
HPRP - Housing Relocation and Stabilization including case management (intake, outreach and engagement and housing search and placement)								0.0
Data Entry and Collection								0.0
<b>TOTAL HOURS</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

Employee Signature \_\_\_\_\_ Supervisor Signature \_\_\_\_\_

**\*Note: timesheet must total 40 or more hours per week.**

## EXHIBIT D

### HABITABILITY INSPECTION FORM

Complete the Habitability Inspection Form for each unit occupied by an HPRP participant. Units should be inspected on an annual basis or with a change in tenancy. Complete the project name and location for the unit inspected at the top of each form. On the last column indicate with a "P", for primary means of inspection, or an "S", for secondary means of inspection, if the habitability standard was met at the time of inspection. Note any concerns in this column if the housing unit does not meet the standard. For any standard that is not met, steps should be taken immediately to correct the problem or concern.

Project Name: HPRP Assistance

Address/Unit Location: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Habitability Standard	Needed Documentation (in additional to visual inspection)	P or S Comments
<b>Structure &amp; Materials</b>		
Is the unit structurally sound, and does it protect residents from the elements?	Building permit; occupancy permit; housing/health code inspection certificates	
<b>Access</b>		
Is the unit accessible and able to be used without going through other units? Is there a second means of egress in case of fire?		
<b>Space and Security</b>		
Is the space adequate for the resident and his/her belongings? Does the resident have an acceptable place to sleep?	Building permit; occupancy permit; housing/health code inspection certificates	
<b>Interior Air Quality</b>		
Does each room have some form of natural or mechanical ventilation? Is the interior air free of pollutants?	Building permit; occupancy permit; housing/health code inspection certificates; results of any air testing that has occurred (to measure levels of pollutants)	
<b>Water Supply</b>		
Is the water supply free from contamination?	Building permit; occupancy permit; housing/health code inspection certificates; results of any water testing that has occurred	

Habitability Standard	Needed Documentation (in additional to visual inspection)	P or S Comments
<b>Thermal Environment</b>		
Are the heating and/or cooling facilities adequate and in proper operating condition?	Building permit; occupancy permit; housing/health code inspection certificates; and records of inspections, tune-ups, repairs, or replacement of heating/cooling systems	
<b>Illumination and Electricity</b>		
Does the house have adequate natural or artificial illumination to permit normal indoor activities and support health and safety? Are there sufficient electrical sources to permit the safe use of essential electrical appliances?	Building permit; occupancy permit; housing/health code inspection certificates	
<b>Food Preparation</b>		
Do food preparation areas contain suitable space and equipment to store, prepare and serve food in a sanitary manner?	Building permit; occupancy permit; housing/health code inspection certificates	
<b>Sanitary Conditions</b>		
Is the unit maintained in sanitary condition?	Housing/health code inspection certificates	
<b>Fire Safety – Individual Units</b>		
Is there at least one working smoke detector on each occupied level of the unit? Are smoke detectors located in hallways adjacent to bedrooms where possible? Does each bedroom occupied by a hearing-impaired person have an alarm system designed for hearing-impaired persons?	None, but equipment must be regularly tested, and in units occupied by hearing-impaired persons, smoke detectors must have an alarm designed for hearing-impaired persons.	
<b>Fire Safety – Common Areas</b>		
Do all public areas (laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas ( have at least one smoke detector?)	None, but equipment must be regularly tested.	

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. Title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any Department or Agency of the United States, knowingly and willfully falsifies...or makes any false, fictitious or fraudulent statements of representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years or both."

PASS \_\_\_\_\_ or FAIL \_\_\_\_\_ (INDICATE ONE)

Signature of Inspector: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

**EXHIBIT E**

**ARRA Accountability and Transparency**

*In accordance with section 1512 of the American Recovery and Reinvestment Act, recipients of recovery funds must adhere to specific quarterly reporting requirements. In order to increase our accountability and transparency to the taxpayers, the City of St. Petersburg posts the following information, as required by the act, on our website as soon as a project has been awarded recovery funds.*

Name of entity receiving the award: Catholic Charities, Diocese of St. Petersburg

Grant Number of Prime Award: S-09-MY-12-0009

Award Title: Homelessness Prevention and Rapid Re-Housing Program (HPRP)

DUNS number: \_\_\_\_\_

CCR Information: \_\_\_\_\_

Subrecipient type: \_\_\_\_\_

Amount of Award: \$300,000.00

Date of Award: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Location/Place of performance (include Congressional district): \_\_\_\_\_

Area of benefit: Pinellas County

Names and compensation of top 5 officers:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Rationale for awarding the subgrant/subcontract: \_\_\_\_\_  
\_\_\_\_\_

For Subrecipient Vendors  
DUNS # or name and zip of headquarters: \_\_\_\_\_

**HOMELESSNESS PREVENTION AND RAPID RE-HOUSING GRANT  
AGENCY AGREEMENT  
(Services)**

THIS AGREEMENT, ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the City of St. Petersburg, a municipal corporation existing by and under the laws of the State of Florida ("City"), and 211 Tampa Bay Cares, Inc., a corporation not-for-profit organized under the laws of the State of Florida ("Agency"):

WITNESSETH:

WHEREAS, the City is the recipient of a Homelessness Prevention and Rapid Re-Housing Grant (S-09-My-12-0009); and

WHEREAS, the City desires to use a portion of said funds to assist persons/households who are homeless, or at risk of becoming homeless to secure permanent rental housing; and

WHEREAS, the City Council by Resolution number 2009-367 has appropriated funds from said grant for the implementation of said goals;

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

**PART I - SPECIFIC TERMS AND CONDITIONS**

**A. SCOPE OF SERVICES**

1. Agency shall provide initial and on-going training and technical support on the Tampa Bay Information Network ("TBIN") system to all registered users and their organizations annually related to the HPRP program.
2. Agency shall comply with the Department of Housing and Urban Development ("HUD") Homeless Management Information System ("HMIS") data and technical standards annually for the HPRP program.
3. Agency shall consult, advise, train, develop and provide aggregate reports related to the HPRP program to local community planners; national, state and local funding entities; and participating partner agencies on a monthly basis through the term of this Agreement.
4. Agency shall accomplish the goals of this Agreement in accordance with all the terms and conditions thereof, which include the regulations issued by HUD and contained in Docket No. FR-5307-N-0 titled (Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009), signed by HUD on March 19, 2009, and other regulations therein.
5. Agency shall comply with the Office of Management and Budget ("OMB") Memorandum dated June 22, 2009 titled "Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009." Agency shall provide the required information as attached hereto as Exhibit B upon execution of this Agreement and as may change from time to time.
6. Agency shall be responsible for compliance with all federal, state, city and county laws, regulations, and ordinances at all times applicable to the implementation of this Agreement.

7. The scope of service herein shall be altered only through prior written approval of both parties.

#### B. METHOD OF PAYMENT

1. City shall pay a maximum of \$15,000.00 (Fifteen Thousand dollars and no cents) to the Agency over a three year period (\$5,000.00 per year ) and Agency shall accept that amount for the purchase of licenses, technical support/training and reporting for HPRP providers and their users to access the TBIN system.
  - a) City shall reimburse Agency for actual costs paid by Agency, in accordance with the budget attached hereto as Exhibit A.
  - b) Reimbursement requests shall include the following:
    - 1) copies of paid invoices and canceled checks for payment of licenses;
    - 2) invoice to the City for technical support/training and reporting, which should include number of hours of technical support/training provided to each HPRP provider and list names of reports; and
    - 3) monthly reports summarizing HPRP participants through the HMIS system.
2. Reimbursement requests shall be made by the Agency during the first ten (10) days of each calendar month. All requests for payment made after the tenth day of the month will be held for processing until the following month. Reimbursement requests shall be submitted at least once per calendar quarter. If a reimbursement request is not submitted at least once during a calendar quarter, the City may reduce the contract amount by one quarter of the total budget, at the City's discretion.
3. The City reserves the right to disapprove requests for payment which are not consistent with the terms of this Agreement and/or which do not, in the sole discretion of the City, provide adequate documentation of services and/or materials rendered.
4. City may disapprove requests for payment which are not consistent with the terms of this Agreement.
5. No requests for payment of services under this Agreement shall be accepted after October 6, 2012.

#### C. REPORTING AND MONITORING

1. Agency shall provide a written monthly report from information provided in the HMIS, to the City by the fifth working day of each month for activity the previous month, which summarizes data entered into the HMIS system by Pinellas County Health and Human Services and Catholic Charities, Diocese of St. Petersburg.
2. Agency shall provide City with the following information/reports by November 1st of 2010, 2011 and 2012:
  - a) A cumulative report of assistance provided during the fiscal year; and
  - b) Assessment of effectiveness of the program.
3. Progress in implementation of this Agreement shall be measured against the goals provided in Section A above, and the amount of funds billed as of September 30, 2011, and September 30, 2012. Agency shall bill the City for services delivered with a minimum of 50% of funds allocated expended by September 30, 2011, and the remaining funds expended prior to September 30, 2012. Funding not expended in the time mentioned will be recaptured by the City and redistributed to other eligible vendors by City. All funds shall be expended by September, 2012, or shall be recaptured by City.

4. Agency shall furnish City with all additional information, records, reports and data as may be required by HUD or City pertaining to matters of this Agreement.
5. City shall have the right to monitor and evaluate all aspects of activities carried out by Agency. Such evaluation will be effected by the submission of reports and information by Agency and by file reviews and site visits of Agency by the City.

#### D. TIME OF PERFORMANCE

The services described in Part I, Section A of this Agreement shall commence on October 1, 2009 and shall be completed on or before September 30, 2012.

#### E. GENERAL TERMS AND CONDITIONS

1. The attached "Part II General Terms and Conditions" are incorporated into this Agreement and are binding on the parties hereto.
2. All parts and exhibits to this Agreement shall be read together providing, however, that in the case of conflict, terms of the Part I of this Agreement shall be controlling.

[Remainder of this Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the date first above written.

WITNESS:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

CITY OF ST. PETERSBURG:

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

Joshua A. Johnson, Director  
Housing and Community Development

Attest: \_\_\_\_\_

Eva Andujar, City Clerk

WITNESS:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

211 Tampa Bay Cares, Inc.:

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Print: \_\_\_\_\_

Corporate Secretary ( Seal )

Approved as to Content:

\_\_\_\_\_  
City Attorney (designee)

By:

Approved as to Form:

\_\_\_\_\_  
City Attorney (designee)

By:

PART II - GENERAL TERMS AND CONDITIONS  
(HPRP-Funded Service Agreements with Non-profit Agencies)

A. Source of Funds. The sole source of funding from the CITY for payment of services performed under this agreement is the Homelessness Prevention and Rapid Re-Housing Grant provided to the CITY by the U.S. Department of Housing and Urban Development. AGENCY agrees that in the event that the Homelessness Prevention and Rapid Re-Housing Grant is reduced or withheld by the U.S. Department of Housing and Urban Development, the CITY shall not be liable for payment of contracted services from any CITY fund other than the Homelessness Prevention and Rapid Re-Housing Grant. AGENCY further agrees that the maximum sum payable under this agreement may be reduced by the CITY, at the sole discretion of the CITY. In the event that the U.S. Department of Housing and Urban Development determines that AGENCY has not fulfilled its obligations in accordance with the requirements applicable to the Homelessness Prevention and Rapid Re-Housing Grant and/or requests reimbursement of expenses paid under this agreement, AGENCY shall provide said reimbursement from non-federal sources within ten days of said notice from the CITY.

B. Non-Discrimination. In carrying out this agreement, the AGENCY or any subcontractor shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, age, national origin or handicap.

C. Fair Housing. In carrying out this agreement, the AGENCY or any subcontractor shall not discriminate in the sale, rental, use or occupancy of housing; in the sale or rental of land to be developed for housing; in the financing of housing or the provision of brokerage services; including otherwise making unavailable or denying a dwelling to a person, because of race, color, religion, sex, national origin, handicap or familial status. AGENCY and any subcontractor agrees to affirmatively further fair housing.

D. Equal Employment and Contracting Opportunity. During the performance of this agreement, the AGENCY shall comply with E.O. 11246 and implementing regulations at 41 CFR Part 60. AGENCY shall not discriminate against any person in any phase of employment because of race, color, religion, sex, or national origin. AGENCY and any subcontractor shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship. AGENCY and any subcontractor shall to the greatest extent feasible give opportunities for training and employment to low- and moderate-income persons residing within the Tampa - St. Petersburg metropolitan area and award contracts for work in connection with this agreement to eligible business concerns which are located in or owned in substantial part by persons residing in said metro area. In accordance with E.O. 11246 and implementing regulations at 41 CFR Part 60, AGENCY and any subcontractors performing services under this agreement shall develop a written affirmative action compliance program, if AGENCY or subcontractor has fifty (50) or more employees and is awarded a contract(s) totaling \$50,000.00 or more. Said program shall be due to CITY prior to any payment for services under this agreement.

E. Conflict of Interest. AGENCY shall ensure that no person who is an employee, agent, consultant, officer or elected or appointed official of the City or Contractor who exercises or has exercised any functions or responsibilities with respect to activities under this Agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

AGENCY shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using funds provided under this agreement. No employee, officer or agent shall participate in the selection, award or administration of a contract in which said funds are used, where he or his immediate family, partners, or organization in which he or his family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. AGENCY'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by AGENCY'S officers, employees or agents.

F. Lobbying Prohibited. AGENCY certifies that:

1) 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

2) 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, with a copy of said submittal provided to CITY within ten (10) days of submission.

G. Record Retention. All records pertaining to this agreement, including but not limited to financial, statistical, property and programmatic records, shall be retained for four (4) years from ending date of the CITY'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 four (4) 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.

H. Audits. AGENCY shall at AGENCY's expenses provide to the CITY within one hundred eighty (180) days of the end of AGENCY'S fiscal year an audit, management letter and AGENCY'S response to the management letter as outlined in this section. This is a St. Petersburg City Council policy and by that City Council policy, no extensions may be given. Failure to comply may result in an inability to receive funds in future years.

1) The AGENCY shall at any time during normal business hours and as often as the CITY and/or 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 the CITY and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this agreement.

2) If AGENCY receives and/or expends more than \$500,000 in federal awards in the AGENCY's fiscal year, including funds received under this Agreement, AGENCY shall at AGENCY'S expense have an organization-wide audit of AGENCY'S records performed by an independent Certified Public Accounting firm in accordance with OMB Circular A-133. Said audit, or audits if expenditures are incurred over more than one of AGENCY'S fiscal years, shall cover the entire period of this Agreement between disbursement of the first payment from the CITY to the AGENCY through disbursement of the last payment from AGENCY to a vendor or last payment from CITY to AGENCY, whichever is later, for payment of services under this Agreement. Unless modified in Part I of this Agreement, said audit shall be due to the CITY within one hundred eighty (180) days of the end of AGENCY'S fiscal year in which final payment under this Agreement is paid by AGENCY. If a lien is placed on real property as part of this Agreement, AGENCY shall provide CITY with an annual audit, within one hundred eighty (180) days of the end of AGENCY'S fiscal year, until such time as said lien expires, is forgiven or is paid in full.

3) If AGENCY is not subject to the requirements of OMB Circular A-133 and is awarded and/or expends \$50,000 or more in funds under this Agreement, AGENCY shall at AGENCY'S expense have an agency-wide financial audit performed by an independent Certified Public Accounting firm in accordance with Generally Accepted Accounting Principals (GAAP) and Generally Accepted Governmental Auditing Standards (GAGAS). Said audit shall test the fiscal integrity of financial transactions, the effectiveness of financial management systems and the effectiveness of internal control systems. Said audit shall cover the entire period of this Agreement between disbursement of the first payment from the CITY to the AGENCY through disbursement of the last payment from AGENCY to a vendor or last payment from CITY to AGENCY, whichever is later, for payment of services under this Agreement. Unless modified in Part I of this Agreement, said audit shall be due to the CITY within one hundred eighty (180) days of the end of AGENCY'S fiscal year in which final payment under this Agreement is paid by AGENCY. If a lien is placed on real property as part of this Agreement, AGENCY shall provide CITY with an annual audit, within one hundred eighty (180) days of the end of AGENCY'S fiscal year, until such time as said lien expires, is forgiven or is paid in full.

4) If AGENCY is not subject to the requirements of OMB Circular A-133 and is awarded and/or expends less than \$50,000 in funds under this Agreement, AGENCY shall at AGENCY'S expense have a compiled financial statement accompanied by a letter from the independent accountant who performed the compilation indicating that controls and procedures are in place to govern the expenditure of grant funds appropriately. Said compilation shall cover the entire period of this Agreement between disbursement of the first payment from the CITY to the AGENCY through disbursement of the last payment from AGENCY to a vendor or last payment from CITY to AGENCY, whichever is later, for payment of services under this Agreement. Unless modified in Part I of this Agreement, said compilation shall be due to the CITY within one hundred eighty (180) days of the end of AGENCY'S fiscal year in which final payment under this Agreement is paid by AGENCY. If a lien is placed on real property as part of this Agreement, AGENCY shall provide CITY with an annual compilation, within one hundred eighty (180) days of the end of AGENCY'S fiscal year, until such time as said lien expires, is forgiven or is paid in full.

I. Reports and Information. At such times and in such form as CITY may require, AGENCY shall furnish to CITY statements, records, reports, data and information as the CITY may request pertaining to matters covered by this agreement.

J. Copyrights and Patents. If this agreement results in a book or other copyrightable materials or patentable materials, AGENCY may copyright or patent such, but CITY and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

K. Termination of Contract for Cause. If, through any cause, AGENCY shall fail to fulfill in a timely and proper manner its obligation under this agreement, or if AGENCY shall violate any of the covenants, agreements, or stipulations of this agreement, CITY shall thereupon have the right to terminate this agreement by giving written notice to AGENCY of such

termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, any finished or unfinished material prepared under this agreement shall become the property of CITY and just and equitable compensation or credit as determined by CITY shall be given for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the agreement by the AGENCY. The CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount for damages due to the CITY from the AGENCY is determined.

This agreement may not be so terminated if the failure to perform rises from unforeseeable causes beyond the control and without the fault or negligence of AGENCY. Such causes may include, but are not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault and negligence of AGENCY.

In the event of default, lack of compliance or failure to perform on the part of AGENCY, CITY 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 CITY for amount of costs incurred for any items determined ineligible.

L. Termination for Convenience. CITY may terminate this agreement at any time, by giving written notice to AGENCY of such termination and specifying the effective date of such termination, at least fifteen (15) days before the effective date thereof. In that event, all finished or unfinished documents and other material shall, at the option of CITY become its property. If the agreement is terminated by CITY as provided herein, AGENCY will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the AGENCY covered by this agreement, less payments of compensation previously made.

M. Hold Harmless. . The AGENCY shall indemnify and hold the CITY and all of its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties"), harmless from and against all costs, expenses, liabilities, suits, claims, losses, damages, fines, fees, judgments, liens, penalties 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. The AGENCY will defend any actions or suits brought against the CITY by reason of the 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 the AGENCY or any of its agents or subcontractors. This Paragraph N is enforceable whether or not such negligence is claimed to be either solely that of the Agency, its employees, agents, representatives, contractors, subcontractors, or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties.

The provisions of Paragraph FF are independent of, and will not be limited by, any insurance required to be obtained by the Agency pursuant to this Agreement otherwise obtained by the Agency, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

N. Release. Agency does hereby release, remise, satisfy, quit claim and forever discharge the Indemnified Parties from any and all actions, claims and demands that Agency ever had, now has or may have or that any person claiming through the Agency may have against the Indemnified Parties as a result of, arising out of or in connection with this Agreement.

O. Partial Invalidity. 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.

P. Notification. . All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the actual date of delivery if hand delivered (signature required) to the authorized representative of the recipient at the address listed below. Either party may change the below listed address at which he receives written notices by so notifying the other party hereto in writing.

ADDRESS OF CITY:

ADDRESS OF AGENCY:

City of St. Petersburg  
Housing & Community Development  
Post Office Box 2842 (if mailed)  
175 Fifth Street North (if delivered)  
St. Petersburg, Florida 33731

211 Tampa Bay Cares, Inc.  
50 S. Belcher Road, Suite 116  
Clearwater, FL 33765

Q. Assignment and Subcontracting. 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 the CITY and without the prior written approval of the CITY of the proposed subcontract. All federal 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 federal requirements are included in said subcontracts and all subcontractors abide by said requirements.

R. Relationship to Parties. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

S. Property Acquired. Title to all non-expendable personal property (\$300.00 or greater in value per unit and useful life of more than one year) purchased in whole or in part from funds provided under this agreement shall vest in the CITY, and upon termination of this agreement shall be returned to CITY within ninety (90) days. In the event that non-expendable personal property purchased under this agreement is sold during the term of this agreement or for one year after contract expiration, any income from the sale shall be returned to the CITY within ten (10) days of sale.

AGENCY shall furnish the CITY an inventory of personal property purchased in whole or in part from funds provided under this agreement within fifteen (15) days of the date of acquisition. AGENCY shall be responsible for the maintenance and upkeep of all non-expendable personal property and maintain sufficient insurance to cover the cost of replacement.

T. Modifications. No oral agreement or conversation with any officer, agent or employee of the CITY, either before or after execution of this agreement shall affect or modify any of the terms or obligations contained in this agreement. Any such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the CITY. This agreement shall not be modified except in writing by the designated CITY representative.

U. HUD Requirements. Unearned payments under this agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the United States Department of Housing and Urban Development at any time.

V. Non-Waiver. 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.

W. Religious Discrimination. AGENCY agrees that in consideration of receipt of funds under this agreement:

1) Agency shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

2) AGENCY shall provide no religious instruction or counseling, conduct no religious workshops or services, engage in no religious proselytizing, and exert no other religious influence on any client receiving service under this Agreement unless participation is clearly voluntary for the client and occurs separately in time or location from the activities described herein.

3) No property which is acquired, constructed or rehabilitated under this agreement shall be used for religious instruction, counseling, workshops and/or services for the term of this agreement and the term of any mortgage and/or promissory notes issued pursuant to this agreement unless specifically provided for in Part I of this Agreement.

4) AGENCY agrees to include the above four paragraphs in any subcontracts pursuant to this agreement.

X. OMB A-110. AGENCY shall comply with the requirements and standards of OMB Circular A-110.

Y. Cost Principles. AGENCY shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations".

Z. National Flood Insurance Program. AGENCY shall obtain flood insurance in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) for property assisted under this agreement which is within an area having special flood hazards as determined by CITY.

AA. Lead-Based Paint. AGENCY shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazards Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts, A, B, J, K, M and R of this title.

BB. Insurance.

- a) Agency shall maintain coverage with the following minimum requirements while performing City business:
- 1.) A Commercial General Liability (CGL) in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; and (ii) contractual liability under this Agreement.
  - 2) Workers Compensation insurance as required by Florida law and Employers Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
- b). All policies, except Workers' Compensation, must include the City of St. Petersburg, its officers, agents, employees and volunteers as "Additional Insured" under the liability policies.
- c) All required insurance policies shall provide that the City shall be afforded at least thirty (30) days advance written notice in the event of cancellation, reduction or material change of any policy.
- d) Certificates of Insurance shall be executed on a standard ACORD form and delivered to the City at least fifteen (15) days prior to this Agreement taking effect. Agency shall provide the City with copies of insurance policies required by this Agreement upon request of the City. The City reserves the right to request proof that the insurance premiums for the required policies have been paid.
- e) Agency hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, and rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
- f) The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Agency hereunder from time to time.
- g) All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A and 8 in the current edition of Best's Insurance Guide.

CC. Relocation and Displacement. AGENCY shall provide relocation assistance at AGENCY'S expense in accordance with the CITY'S Residential Anti-displacement and Relocation Assistance Plan and the provisions of 24 CFR Part 576, to any person displaced as a result of activities performed under this agreement.

DD. Drug-Free Workplace. AGENCY certifies by signature on this Agreement to maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F.

EE. Minority Business Enterprises. AGENCY shall use its best efforts to contract with minority-owned businesses for materials, supplies and construction funded in whole or in part by this agreement. Documentation of contracts with minority-owned businesses and/or best efforts taken shall be provided to CITY upon request.

FF. Governing Law/Venue and Jurisdiction. This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in Pinellas County, St. Petersburg Division. Venue for federal court actions shall be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

GG. Non-Appropriation: The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

HH. No Third Party Beneficiaries: Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries thereto.

II. City Consent and Action.

a) For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

b) For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

**EXHIBIT A  
BUDGET**

Tampa Bay Information Network  
HPRP Budget  
City of St. Petersburg CDBG

**Year 1**

Item	Item Type Description	Price Per Item	Quantity Description	Quantity Request	Total Expense	Reimbursement Documentation
User License	On-Time Fee for user license (does not recur annually)	\$ 250.00	4 user licenses	4	1,000	Invoice from Bowman Internet Systems
User License	Annual Fee for user license (recurs annually)	\$ 212.00	4 user licenses	4	848	Invoice from Bowman Internet Systems
User Technical Support	Technical Support for the HPRP project for City of St Petersburg staff and technical support for 2 TBIN users	\$ 212.00	Flat technical support fee per month	12	2,544	Invoice from 2-1-1 TBC
Monthly Reporting	Monthly reporting for HPRP project for the City of St Petersburg	\$ 50.66	Flat Reporting fee for each month	12	608	Invoice from 2-1-1 TBC
<b>Total</b>					<b>5,000</b>	

**Year 2**

Item	Item Type Description	Price Per Item	Quantity Description	Quantity Request	Total Expense	Reimbursement Documentation
User License	Annual Fee for user license (recurs annually)	\$ 212.00	4 user licenses	4	848	Invoice from Bowman Internet Systems
User Technical Support	Technical Support for the HPRP project for City of St Petersburg staff and technical support for 2 TBIN users	\$ 295.33	Flat technical support fee per month	12	3,544	Invoice from 2-1-1 TBC
Monthly Reporting	Monthly reporting for HPRP project for the City of St Petersburg	\$ 50.66	Flat Reporting fee for each month	12	608	Invoice from 2-1-1 TBC
<b>Total</b>					<b>5,000</b>	

**Year 3**

Item	Item Type Description	Price Per Item	Quantity Description	Quantity Request	Total Expense	Reimbursement Documentation
User License	Annual Fee for user license (recurs annually)	\$ 212.00	4 user licenses	2	848	Invoice from Bowman Internet Systems
User Technical Support	Technical Support for the HPRP project for City of St Petersburg staff and technical support for 2 TBIN users	\$ 295.33	Flat technical support fee per month	12	3,544	Invoice from 2-1-1 TBC
Monthly Reporting	Monthly reporting for HPRP project for the City of St Petersburg	\$ 50.66	Flat Reporting fee for each month	12	608	Invoice from 2-1-1 TBC
<b>Total</b>					<b>5,000</b>	

**EXHIBIT E**

**ARRA Accountability and Transparency**

*In accordance with section 1512 of the American Recovery and Reinvestment Act, recipients of recovery funds must adhere to specific quarterly reporting requirements. In order to increase our accountability and transparency to the taxpayers, the City of St. Petersburg posts the following information, as required by the act, on our website as soon as a project has been awarded recovery funds.*

Name of entity receiving the award: 211 Tampa Bay Cares, Inc.  
Grant Number of Prime Award: S-09-MY-12-0009  
Award Title: Homelessness Prevention and Rapid Re-Housing Program (HPRP)

DUNS number: \_\_\_\_\_

CCR Information: \_\_\_\_\_

Subrecipient type: \_\_\_\_\_

Amount of Award: \$15,000.00 (\$5,000.00 per year)

Date of Award: \_\_\_\_\_

Period of Performance: \_\_\_\_\_

Location/Place of performance (include Congressional district): \_\_\_\_\_

Area of benefit: City of St. Petersburg/Pinellas County

Names and compensation of top 5 officers:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Rationale for awarding the subgrant/subcontract: Lead agency for the HMIS system

For Subrecipient Vendors

DUNS # or name and zip of headquarters: \_\_\_\_\_