

CITY OF ST. PETERSBURG

MEMOARNDUM

TO: Jeff Danner, Chair, and Members of City Council
FROM: Joshua A. Johnson, Director, Housing and Community Development Department
DATE: September 2, 2009
SUBJECT: Minor Changes to Interlocal Agreement with Pinellas County for HPRP

Please be advised that Administration has been working with Pinellas County Department of Health and Human Services on the contents of the Interlocal Agreement ("Agreement") for the Homeless Prevention and Rapid Re-Housing program. Administration received a request to make minor changes to the Agreement from which the City and its subrecipients will implement its Homeless Prevention and Rapid Re-Housing program beginning October 2009. The revised Agreement will replace the Agreement that was provided to you earlier with the Agenda Back-up and Resolution. The changes requested that have been included in the revised Agreement are as follows:

- Delete the second "of" on page 1 in the third WHEREAS paragraph
- Section 1.7 to read "Progress in implementation of this Agreement shall be measured against the goals provided under paragraphs 1.2 through 1.4., above"
- Deleted "shall be" on the 5th line of Section 1.8
- Changed Section 4.1 read "on or after October 1, 2009"
- Added Pinellas County Department of Health and Human Services and the name of Diana Carro and Suite 266 in the section on Pinellas County on page 6

/jaj

cc: Tish Elston, First Deputy Mayor/City Administrator
David Metz, Deputy Mayor
Eva Andujar, City Clerk

INTERLOCAL AGREEMENT
Between
The City of St. Petersburg, Florida
And
Pinellas County, Florida
For
Homelessness Prevention and Rapid Re-Housing Program

THIS AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2009, by and between the City of St. Petersburg, Florida, a municipal corporation (“**City**”) and the Pinellas County Board of County Commissioners, (“**County**”) a political subdivision of the State of Florida (collectively, “**Parties**”)

W I T N E S S E T H:

WHEREAS, the City has been allocated \$914,999.00 in Homelessness Prevention and Rapid Re-Housing funding by the U.S. Department of Housing and Urban Development (“**HUD**”) to assist persons/households who are homeless, or at risk of becoming homeless to secure permanent rental housing; and

WHEREAS, the City, through its Housing and Community Development Department is responsible for monitoring and administrating all formula block grants that are allocated to the City from HUD; and

WHEREAS, the City solicited the services of experienced vendors to assist in delivering Homelessness Prevention and Rapid Re-Housing Program (“**HPRP**”) services; throughout the City of St. Petersburg and Pinellas County, making best effort to primarily serve at a minimum of 75% persons/households within the City of St. Petersburg; and

WHEREAS, the County, through its Department of Health and Human Services is one of three vendors who have submitted a response to the City’s solicitation of vendors to provide HPRP services; and

WHEREAS, County is willing and able to provide HPRP services pursuant to the requirements of the American Recovery and Reinvestment Act of 2009 (“**ARRA**”) and the City; and

WHEREAS, the City has selected the County as a sub-grantee to provide HPRP services to eligible households within the City of St. Petersburg and has allocated up to Five Hundred Fifty-Four Thousand Two Hundred Forty-Nine Dollars (\$554,249) in HPRP funding for the County for this purpose; and

WHEREAS, the services are to be provided between October 1, 2009 and September 30, 2012; and

WHEREAS, this Agreement is authorized by the provisions of Section 163.01, Florida Statutes, which authorizes the exercise by agreement of two or more public agencies of any power entrusted to them.

NOW THEREFORE, IN CONSIDERATION of the promises and covenants contained here, the Parties agree as follows:

1.
Scope of Services

1.1 County shall provide short term financial assistance (up to 3 months) payments for rental assistance, hotel/motel vouchers, security deposits, and utility deposits/payments for an estimated 84 unduplicated residents who are individuals and families currently in housing but are at risk of homelessness, and need temporary rent or utility assistance, or to move to another unit, to prevent homelessness.

1.2 County shall provide short term financial assistance (up to 3 months) payment for rental assistance, hotel/motel vouchers, security deposits, and utility deposits/payments to rapidly re-house an estimated 84 unduplicated residents who are individuals and families experiencing homelessness (in emergency or transitional housing or on the street) and need temporary assistance to obtain housing and have the ability to maintain housing.

1.3 County shall provide an estimated 504 hours of Housing Relocation and Stabilization Services which includes 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. A total of two (2) full-time Case Managers and one (1) Office Support Specialist will be assigned to assist with implementation of the City of St. Petersburg HPRP program. The County's Office where services will be provided is located at: 647 1st Avenue North, St. Petersburg, Florida 33701.

1.4 County 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 by HPRP funding. Inspections 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. If lead-based paint is evident then the person/household shall find other living accommodations. Inspections shall be completed by a qualified inspector and costs of the inspections are an eligible cost for reimbursement.

1.5 County shall be responsible for compliance with all federal, state, city and county laws, regulations, and ordinances at all times applicable to the HPRP and the implementation of this Agreement.

1.6 Assistance will only be provided to persons/households whose incomes are at or below 50% of area median income ("AMI"), as defined by HUD Section 8 income limits; as

may be revised from time to time by HUD. The current income limits as attached hereto as Exhibit "A".

1.7 Progress in implementation of this Agreement shall be measured against the goals provided under paragraphs 1.2 through 1.4., above, and the amount of funds billed as of September 30, 2011, and September 30, 2012. County 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. Allocated funding not expended within these time periods will be recaptured by the City and redistributed to other eligible vendors by City. All funds not expended by September 30, 2012, shall be recaptured by City.

1.8 County shall maintain a file for each person/household assisted and shall make files available for monitoring by the City, auditors, HUD, and their representatives. All files shall document the income of each person/household by having the head of household complete and certify the form attached hereto as Exhibit "B", or a similar form approved by the City, with supporting documentation of income and proof of residency attached to the completed Exhibit "B". Documentation of income must be verified through third party verification or other form of documentation approved or amended by HUD from time to time.

1.9 County 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 Homeless 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.

1.10 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.

1.11 The scope of service herein shall be altered only through prior written approval of the Parties.

2.

Method of Payment

2.1 Total funds available under this Agreement shall not exceed Five Hundred Fifty-Four Thousand Two Hundred Forty-Nine Dollars (\$554,249) for payment under this Agreement.

2.2 Payments shall not exceed:

- a maximum of Two Thousand Two Hundred Fifty Dollars (\$2,250) in assistance for singles/couples for a payment of up to three months rent/rent deposits, or utility/utility deposits; and
- a maximum of Three Thousand Dollars (\$3,000) in assistance for families with children for a payment of up to three months rent/rent deposits, or utility/utility deposits.

2.3 All requests for reimbursement by the County shall be submitted to City for review prior to payment to ensure compliance with HPRP regulations. Requests shall include documentation of expenses and clients served as reasonably required by the City. Required documentation may include, but not be limited to payroll registers, paid receipts for rental assistance and security/utility deposits.

2.4 Reimbursement of habitability inspections shall be for the reasonable cost (\$42.00/inspection) of the inspection plus travel which shall be submitted in the form of an invoice identifying properties inspected and copies of habitability inspection reports and mileage logs.

2.5 Reimbursement of Housing Relocation and Stabilization Services (to include case management) shall be completed after submission to City of monthly reports and timesheets, attached hereto as Exhibit "C", for all employees for whom reimbursement is requested. Reimbursement shall be based upon the number of hours completed assisting income eligible applicants to find suitable living accommodations.

2.6 City may disapprove requests for payment which are not consistent with the terms of this Agreement.

2.7 No request for payment under this Agreement shall be accepted after October 6, 2012.

3.

Reporting and Monitoring

3.1 County shall provide a written monthly report from information provided by 211 Tampa Bay Cares Homeless Management Information Systems, to 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 did not meet the implementation schedule.

3.2 County shall provide City with the following information/reports by November 1 of 2010, 2011, and 2012:

- (1) A cumulative report of assistance provided during the fiscal year; and
- (2) Assessment of effectiveness of the program.

3.3 County shall furnish City with all additional information, records, reports, and data as may be required pertaining to matters of this Agreement.

3.4 City shall have the right to monitor and evaluate all aspects of activities carried out by County. Such evaluation will be effected by the submission of reports and information by County and by file reviews and site visits by City.

4.

Time of Performance

4.1 This Agreement shall take effect immediately upon filing with the Clerk of the Circuit Court for Pinellas County. The services described in this Agreement shall commence on or after October 1, 2009, and shall be completed on or before September 30, 2012.

5.

Entire Agreement/ Amendments

5.1 This document embodies the whole agreement of the Parties. There are no promises, terms, conditions, or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties. This Agreement may only be modified by a written modification executed by the Parties. This Agreement shall be binding upon the Parties, their successors, assigns and legal representatives.

6.

Non-Appropriation

6.1 The obligations of the Parties as to any funding required pursuant to this Agreement, shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, a party 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 party pursuant to this Agreement.

7.

Agreement Management

7.1 All notices, requests, demands, invoices or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address listed below, or upon the actual date of delivery, if hand delivered to the address below. Either party may change the below-listed address at which it receives written notices by providing notice of such change to the other party in accordance with this paragraph.

ST.PETERSBURG: City of St Petersburg, Florida
Department of Housing and Community Development
P.O. Box 2842
St. Petersburg, FL 33731-2842

PINELLAS COUNTY: Diana Carro,
Pinellas County Department of Health and Human Services
2189 Cleveland Street – Suite #266
Clearwater, FL 33765

8.

Miscellaneous

8.1 Should any section or 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 of this Agreement.

8.2 No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

8.3 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. 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.

8.4 The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

8.5 The sole source of funding from the City for payment under this Agreement is the HPRP funding in the amount of \$554,249 provided by HUD pursuant to a separate grant agreement between the City and HUD. This Agreement is subject to any HPRP requirements and restrictions contained in that grant agreement.

IN WITNESS WHEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

THE CITY OF ST. PETERSBURG, FLORIDA

By: _____
Rick Baker
As its: Mayor

ATTEST:

Eva Andujar, City Clerk

APPROVED AS TO CONTENT AND FORM:

City Attorney (Designee)
By: _____
Assistant City Attorney

PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its County Administrator *Pinellas County Code Sect. 2-188*

By: _____
Robert S. LaSala
County Administrator

ATTEST:

Ken Burke, Clerk of Court

APPROVED AS TO FORM:

County Attorney

EXHIBIT A

HOMELESS 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):

- G 1. In places not meant for human habitation, such as cars, parks, sidewalks, abandoned building (on the street).
- G 2. In an emergency shelter.
- G 3. Graduating from/timing out of transitional housing.
- G 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.
- G 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.
- G 6. Is fleeing a domestic violence housing situation and the person lacks resources and support needed to obtain housing.
- G 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 at-risk of becoming 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 (Income and Assets)

*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:	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
TOTAL HOURS	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

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
Structure & Materials		
Is the unit structurally sound, and does it protect residents from the elements?	Building permit; occupancy permit; housing/health code inspection certificates	
Access		
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?		
Space and Security		
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	
Interior Air Quality		
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)	
Water Supply		
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
Thermal Environment		
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	
Illumination and Electricity		
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	
Food Preparation		
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	
Sanitary Conditions		
Is the unit maintained in sanitary condition?	Housing/health code inspection certificates	
Fire Safety – Individual Units		
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.	
Fire Safety – Common Areas		
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: Pinellas County Health and Human Services
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: \$554,249.00

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: Health and Human Services currently works with persons who are homeless or at risk of becoming homeless.

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