

AMENDMENT 3 TO THE HOMELESS COALITION OF POLK COUNTY, INC. SUBRECIPIENT AGREEMENT

THIS AMENDMENT 2 (“Amendment”) to a Subrecipient Agreement is made and entered into as of the 15th day of March, 2022, between Polk County (the “County”), a political subdivision of the state of Florida, and Homeless Coalition of Polk County, Inc. (the “Subrecipient”);

RECITALS:

WHEREAS, the Subrecipient and the County previously entered into that certain Subrecipient Agreement for HMIS Services dated October 1, 2019, which as amended by Amendment 1 dated June 16, 2020 and Amendment 2 dated October 1, 2020 (collectively, the “Agreement”) has a term of October 1, 2019 to September 30, 2022 to distribute ESG CV1 funds for use as described therein; and

WHEREAS, the parties desire to revise the Scope of Services and Budget to include increased services of the HMIS Services program. To further increase program efficiencies in rehousing those who are experiencing homelessness, the Scope of Services and Budget will also include the salary and services that will be provided by a part time administrative staff person and;

WHEREAS, the County has an additional 45,000.00 in ESG CV1 Program funds available to support the Subrecipient’s extension of the HMIS Services program;

NOW, THEREFORE in consideration of the above Recitals and the benefits to be derived from the mutual observation of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, as follows:

1. The foregoing recitals are true, correct, and are a material part of this Amendment.
2. Agreement Section 2.1 is revised to add \$45,000.00 to the initial funds and state a maximum budget not to exceed \$175,000.00 for the Agreement term as extended through September 30, 2022 .
3. Agreement Appendix B, Budget, is amended and restated in its entirety to the Appendix B attached to this Amendment, to evidence an increase in Agreement funding for the HMIS Services program; and throughout the Agreement term; and to provide requirements for the disbursement of those funds.
4. The Agreement as modified by this Amendment, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement as of March 15, 2022.

Polk County, a political subdivision
of the State of Florida

By: 

Dr. Martha Santiago, Chair
Board of County Commissioners.

P. 71

ATTEST:

STACY M. BUTTERFIELD, CLERK




Deputy Clerk

Homeless Coalition of Polk County

By: 

Bridget Engleman, Executive Director

Reviewed as to form and legal sufficiency

By: 

County Attorney's Office

APPENDIX B**BUDGET**

The SUBRECIPIENT shall adhere to the following budget in carrying out this agreement. LINE ITEMS MAY NOT BE ADDED to the Budget during the term of this agreement.

LINE ITEM DESCRIPTION	COST
HMIS Services (including staffing costs, equipment, data collection, reporting, HMIS training and technical assistance)	\$30,000.00
HMIS Services – ESG COVID-19 (includes staffing costs, equipment, data collection, reportig, HMIS training and technical assistance for direct services to shelter operation support through the HMIS program clients directly affected by the COVID-19 global pandemic)	
Housing Navigator Services	\$100,000.00
HMIS Services – ESG COVID-19 (includes staffing costs, equipment, data collection, reportig, HMIS training and technical assistance for direct services to shelter operation support through the HMIS program clients directly affected by the COVID-19 global pandemic)	
Housing Navigator and Part Time Administrative Staff	\$45,000.00
TOTAL	\$175,000.00

The SUBRECIPIENT may request **PRIOR** approval for Budget line item shifts, except that such line item shifts involving personnel shall not result in an increase in the rate of such salaries. Requests for line item shifts shall be granted by the Polk County Housing and Neighborhood Development (HND) as it deems reasonable and necessary for the performance of Services and shall not be deemed approved unless given **IN WRITING** by HND.

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4/5/2

Board of County Commissioners Regular Meeting

Agenda Item # 18469

SUBJECT

Approve Emergency Solutions Grant COVID-19 1 (ESG-CV1) Subrecipient Agreement Amendment No. 3 between Polk County and Homeless Coalition of Polk County, Inc. (\$45,000.00 one-time expense).

DESCRIPTION

On October 1, 2019, Homeless Coalition of Polk County, Inc., and Polk County entered into an agreement in which the Scope of Services stated \$30,000.00 in ESG funds would be expended on the administration, operation, staffing, data collection and reporting of the Homeless Management Information System (HMIS) as required by the Emergency Solutions Grant Regulations.

On July 16, 2020, Polk County allocated additional funds from ESG-CV1 in the amount of \$100,000.00 to be used in providing HMIS services for those clients directly affected by the COVID-19 global pandemic. These funds were to be expended by September 30, 2022.

On October 1, 2020, Homeless Coalition of Polk County, Inc. and Polk County desired to revise the Agreement Scope of Services and Budget to include services that would be provided by a Housing Navigator who would increase program efficiencies in rehousing those who are experiencing homelessness.

Polk County is again allocating additional ESG-CV1 funds in the amount of \$45,000.00 to be expended by September 30, 2022. These funds will be utilized to continue services provided by the Housing Navigator in addition to a part-time administrative staff person. A budget amendment has been submitted to Budget & Management Services Division.

RECOMMENDATION

Request Board approve and execute this ESG-CV1 Subrecipient Agreement Amendment No. 3 between Polk County and Homeless Coalition of Polk County, Inc.

FISCAL IMPACT

Funds are budgeted in the Special Revenue Grant Fund.

CONTACT INFORMATION

TamaraWest@polk-county.net

April 5, 2022 Board of County Commissioners Regular Meeting
Agenda Item #71

SUBJECT

Approve Emergency Solutions Grant COVID-19 1 (ESG-CV1) Subrecipient Agreement Amendment No. 3 between Polk County and Homeless Coalition of Polk County, Inc. (\$45,000 one-time expense)

DESCRIPTION

On October 1, 2019, Homeless Coalition of Polk County, Inc., and Polk County entered into an agreement in which the Scope of Services stated \$30,000 in ESG funds would be expended on the administration, operation, staffing, data collection and reporting of the Homeless Management Information System (HMIS) as required by the Emergency Solutions Grant Regulations.

On July 16, 2020, Polk County allocated additional funds from ESG-CV1 in the amount of \$100,000 to be used in providing HMIS services for those clients directly affected by the COVID-19 global pandemic. These funds were to be expended by September 30, 2022.

On October 1, 2020, Homeless Coalition of Polk County, Inc. and Polk County desired to revise the Agreement Scope of Services and Budget to include services that would be provided by a Housing Navigator who would increase program efficiencies in rehousing those who are experiencing homelessness.

Polk County is again allocating additional ESG-CV1 funds in the amount of \$45,000 to be expended by September 30, 2022. These funds will be utilized to continue services provided by the Housing Navigator in addition to a part-time administrative staff person.

RECOMMENDATION

Request Board approve and execute this ESG-CV1 Subrecipient Agreement Amendment No. 3 between Polk County and Homeless Coalition of Polk County, Inc.

FISCAL IMPACT

Funds are budgeted in the Special Revenue Grant Fund.

CONTACT INFORMATION

Tarrel Davis
tarreldavis@polk-county.net

AMENDMENT 2 TO THE HOMELESS COALITION OF POLK COUNTY, INC. SUBRECIPIENT AGREEMENT

THIS AMENDMENT 2 (“Amendment”) is made and entered into as of the 1st day of October, 2020, between Polk County (the “County”), a political subdivision of the state of Florida, and Homeless Coalition of Polk County, Inc. (the “Subrecipient”);

RECITALS:

WHEREAS, the Subrecipient and the County entered into that certain ESG Subrecipient Agreement for HMIS Services dated October 1, 2019 which was later revised by an amended and restated Subrecipient Agreement dated June 16, 2020 with a term of October 1, 2019, to September 30, 2020 (collectively, the “Agreement”); and

WHEREAS, the parties desire to extend the Agreement term for an additional one year period that commences October 1, 2020 and expires September 30, 2021 (the “Second Renewal Term”); and

WHEREAS, the parties also desire to revise the Agreement Scope of Services and Budget to include services that will be provided by a Housing Navigator who will increase program efficiencies in rehousing those who are experiencing homelessness; and

WHEREAS, the County has additional ESG Program funds available to support the Subrecipient’s employment of the Housing Navigator for this purpose;

NOW, THEREFORE in consideration of the above Recitals and the benefits to be derived from the mutual observation of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, as follows:

1. The foregoing recitals are true, correct, and are a material part of this Amendment.
2. Agreement Appendix A, Scope of Services, is amended and restated in its entirety to the Appendix A attached to this Amendment for the purpose of adding the services of a Housing Navigator.
3. Agreement Section 2.1 is revised to state a maximum budget not to exceed \$100,000.00 for the Second Renewal Term.
4. Agreement Appendix B, Budget, is amended and restated in its entirety to the Appendix B attached to this Amendment, to evidence an increase in Agreement funding for the Housing Navigator’s services during the Second Renewal Term and to provide requirements for the disbursement of those additional funds.

5. The Agreement as modified by this Amendment, remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement as of October 1, 2020.

ATTEST:

Stacy M. Butterfield, Clerk

By: *Stacy M. Butterfield*
Deputy Clerk

Polk County, a political subdivision
of the State of Florida

By: *William D. Beasley*
William D. Beasley, County Manager



Reviewed as to form and legal sufficiency:

Amber Davis
County Attorney's Office

Witness: *Amber Davis*
Amber Davis
PRINT NAME

Homeless Coalition of Polk County, Inc.
a Florida not for profit corporation

By: *Laura Lee Gwinn*
Laura Lee Gwinn, Executive Director

APPENDIX B

BUDGET

The SUBRECIPIENT shall adhere to the following budget in carrying out this agreement. LINE ITEMS MAY NOT BE ADDED to the Budget during the term of this agreement.

LINE ITEM DESCRIPTION	COST
HMIS Services (includes staffing costs , equipment, data collection, reporting, HMIS training and technical assistance)	\$30,000.00
HMIS Services – ESG COVID-19 (includes staffing costs, equipment, data collection, reporting, HMIS training and technical assistance for direct services to shelter operation support through the HMIS program clients directly affected by the COVID-19 global pandemic)	\$100,000.00
Housing Navigator Services	
TOTAL	\$130,000.00

The SUBRECIPIENT may request **PRIOR** approval for Budget line item shifts, except that such line item shifts involving personnel shall not result in an increase in the rate of such salaries. Requests for line item shifts shall be granted by the Polk County Housing and Neighborhood Development (HND) as it deems reasonable and necessary for the performance of Services and shall not be deemed approved unless given **IN WRITING** by **HND**.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

SUBJECT

Emergency Solutions Grant (ESG) Subrecipient Agreement Amendment No. 2 between Polk County and Homeless Coalition of Polk County, Inc. (No fiscal impact).

DESCRIPTION

This contract will now include paying for salary for a Housing Navigator. As everyone faces new or changing conditions and uncertain futures, Emergency Solutions Grant (ESG) recipients in partnership with Continuums of Care (CoCs) should prioritize working with landlords and property owners to house people experiencing homelessness. A proactive, affirmative landlord engagement system is one of the most efficient means of implementing a successful rapid rehousing project. A centralized housing navigator will simplify housing location and stabilization for clients, while also ensuring providers and direct staff are not competing against each other for limited resources. The housing search, location, placement, and stabilization functions can best serve the community by taking place at a system level; thereby increasing the ability to invest in targeted outreach to landlords in higher opportunity areas (e.g. low crime rate, low poverty concentrations, transit- oriented developments, etc.) to encourage greater mobility and housing choice.

RECOMMENDATION

For the Board to approve and execute ESG Subrecipient Agreement Amendment No. 2 between Polk County and the Homeless Coalition of Polk County, Inc.

FISCAL IMPACT

No fiscal impact

7/6/21/2

CONTACT INFORMATION

Name: Tamara West

Title: Manager

Division: Housing and Neighborhood Development

Phone: 863-534-5238

E-mail Address: TamaraWest@polk-county.net

CHECKLIST

Purple Sheet and Review – Legal – Email

Division Fiscal Review

Risk Review (if appropriate)

Appropriate Insurance

Deputy County Manager is Aware and Agrees

Vendor Signature

<input checked="" type="checkbox"/>	TGW
<input checked="" type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	wa
<input type="checkbox"/>	

County Attorney
JAN 07 2021

Comments/Notes:

Division Director Signature

Marcia Anderson

Date

12/28/20

AMENDMENT 1 TO THE
HOMELESS COALITION OF POLK COUNTY, INC. SUBRECIPIENT AGREEMENT

THIS AMENDMENT 1 ("Amendment") is made and entered into as of the Effective Date defined in Section 5, below, between Polk County (the "County"), a political subdivision of the state of Florida, and Homeless Coalition of Polk County, Inc. (the "Subrecipient")

R E C I T A L S:

WHEREAS, the County and Subrecipient entered into that certain Subrecipient Agreement with a term of October 1, 2019 to September 30, 2020 (the "Contract") for Subrecipient to provide the County HMIS services as required by ESG Grant CDFA #14.231; and

WHEREAS, the federal government has awarded the County ESG-COVID-19 funds in the amount of \$100,000.00 for use in providing HMIS services for those clients directly affected by the COVID-19 global pandemic through September 30, 2022; and

WHEREAS, the HMIS services required for the ESG-COVID-19 are the same services the Subrecipient is providing the County pursuant to the Contract, the parties have agreed to amend the Contract to include the additional ESG-COVID-19 HMIS services;

NOW, WHEREFORE, in consideration of the above Recitals and the benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Article II is revised to add the following Section 2.2:
 - 2.2 The County agrees to reimburse the Subrecipient a maximum amount not to exceed \$100,000.00 from the ESG-COVID-19 funds, as outlined in Appendix B, Budget.
2. Section 4.1 is amended and restated, as follows:
 - 4.1 The Contract shall take effect on October 1, 2019, and, if not sooner cancelled as provided herein, shall terminate on September 30, 2020 unless all the ESG-COVID-19 funds have not been expended by that date. If not cancelled or terminated by September 30, 2020, the Contract shall continue until the first to occur of the following dates: (i) the date all ESG-COVID-19 funds have been expended, or (ii) September 30, 2022.
3. Contract Exhibit "B," Budget, is revised to add the following Line Item Description:

HMIS Services – ESG-COVID-19	\$100,000.00
(includes staffing costs, equipment, data collection, reporting, HMIS training and technical assistance for direct services to shelter operation support through the HMIS program clients directly affected by the COVID-19 global pandemic; all such costs to be incurred on or before September 30, 2022).	

All reimbursement requests for services provided pursuant to this line item must be charged to cost center 340554054.

4. Except as revised by this Amendment, all other terms and conditions of the Contract remain the same, in full force and effect.
5. The Effective Date of this Amendment will be the date the later of the two parties executes the amendment as indicated in the signature blocks below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the Effective Date.

ATTEST
STACY M. BUTTERFIELD, CLERK

POLK COUNTY, a political subdivision of
the State of Florida

Atison Holland
Clerk

W.C. Braswell
W.C. Braswell, Chairman
Board of County Commissioners

Date: 6/16/2020
P.49

Reviewed as to form and legal sufficiency:
Amber Davis
County Attorney's Office



Witness:
Amber Davis
Printed Name: Amber Davis

HOMELESS COALITION OF
POLK COUNTY, INC.
a Florida not-for profit corporation

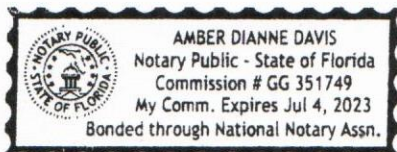
By: Laura Lee Gwinn
Printed Name: Laura Lee Gwinn
Its: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 2nd day of July, 2020, by Laura Lee Gwinn as Executive Director (title of officer) of Homeless Coalition of Polk County, Inc., on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Amber Davis, Notary Public
Print Name Amber Davis
My Commission Expires July 4th, 2023



EMERGENCY SOLUTIONS GRANT (ESG)

SUBRECIPIENT AGREEMENT

BETWEEN

POLK COUNTY

AND

HOMELESS COALITION OF POLK COUNTY, INC.

for

**HOMELESS MANAGEMENT INFORMATION SYSTEMS
(HMIS) SERVICES**

10240	340553054	5883510	E190005	2019-2020
Fund #	Cost Center #	Account #	Contract #	Funding Year

TABLE OF CONTENTS

Article I	Project Description	Pg. 3
Article II	Disbursements	Pg. 3
Article III	Reporting	Pg. 3
Article IV	Agreement Period and Termination	Pg. 4
Article V	Indemnification	Pg. 6
Article VI	Procedures for Invoicing and Payment	Pg. 6
Article VII	Implementation and Timetable	Pg. 7
Article VIII	Other Provisions	Pg. 7
Article IX	Notices	Pg. 12
Article X	Modification	Pg. 12
Article XI	Assurances	Pg. 13
Article XII	Financial Responsibility	Pg. 14
Article XIII	Evaluation and Monitoring	Pg. 15
Article XIV	Uniform Administrative Requirements	Pg. 16
	Governmental Agencies	Pg. 16
	Non-Governmental Agencies	Pg. 17
Article XV	Conflict of Interest	Pg. 17
Article XVI	Other Federal Requirements	Pg. 17
Article XVII	General Provisions	Pg. 18
Article XVIII	Insurance and Bond	Pg. 19
Appendix A	Scope of Services	Pg. 21
Appendix A - Page 2	Other Requirements	Pg. 22
	Subrecipient Information	Pg. 22
	Recipient Information	Pg. 22
Appendix B	Budget	Pg. 23
Appendix B-Page 2	Reimbursement Request	
	for ESG funds	Pg. 24
Appendix B- Page 3	Vendor/Invoice Form	Pg. 25
Appendix C	Monthly Status Report	Pg. 26
Appendix D	Monitoring Instrument	Pg. 27

**SUBRECIPIENT AGREEMENT
BETWEEN POLK COUNTY AND
HOMELESS COALITION OF POLK COUNTY, INC.**

This agreement is made and entered in triplicate this 1st day of October 2019, by and between Polk County, a political subdivision of the State of Florida, hereafter referred to as the "COUNTY", and **HOMELESS COALITION OF POLK COUNTY, INC.** hereafter referred to as the "SUBRECIPIENT".

WITNESSETH:

WHEREAS, the COUNTY has been awarded EMERGENCY SOLUTIONS GRANT (ESG) CDFA # 14.231 funds to provide homeless shelter operations support, homeless prevention assistance to households who would otherwise become homeless, the program also aims to rapidly re-house homeless persons; and

WHEREAS, it is in the best interest of the COUNTY to enter into a special agreement with the SUBRECIPIENT for the Homeless Management Information Systems (HMIS) services required in said grant; And.

WHEREAS, the SUBRECIPIENT has agreed to the above services in an amount not to exceed **\$30,000.00**; and

WHEREAS, the COUNTY has initially determined that the proposed activity will benefit persons who are either (1) at risk of becoming homeless or (2) currently experiencing homelessness in Polk County.

NOW THEREFORE in consideration of the mutual promises and covenants the parties agree as follows:

**ARTICLE I
PROJECT DESCRIPTION**

- 1.1 The SUBRECIPIENT agrees to implement this activity as described in detail in Appendix A, Scope of Services.

**ARTICLE II
DISBURSEMENTS**

- 2.1 The COUNTY agrees to reimburse the SUBRECIPIENT a maximum amount not to exceed **\$30,000.00**; from Emergency Solutions Grant (ESG) funds, as outlined in Appendix B, Budget.

**ARTICLE III
REPORTING**

- 3.1 The SUBRECIPIENT shall provide the COUNTY with a monthly report of all activities including a narrative summary of progress and financial statement on expenditures during the report period. Reports may be submitted on the report form attached to this agreement, Appendix C, or other format containing the same information as found in Appendix C. Reports are due on the fifteenth working day of each month, unless on an otherwise agreed upon schedule, and shall begin on the effective date of this agreement and continue until all information concerning the project has been received by the COUNTY for close-out.
- 3.2 Monthly reports not submitted may result in payments to the SUBRECIPIENT being withheld or denied. Failure to submit appropriate monthly reports may result in termination of this agreement.

- 3.3 The SUBRECIPIENT shall provide the Polk County Housing and Neighborhood Development office with additional program information as needed.
- 3.4 The SUBRECIPIENT shall submit complete financial accounting of the project to the COUNTY within thirty (30) calendar days of the COUNTY's final payment to the SUBRECIPIENT.

ARTICLE IV AGREEMENT PERIOD AND TERMINATION

- 4.1 This agreement shall take effect on **October 1, 2019**, and shall terminate on **September 30, 2020**, unless canceled sooner.
- 4.2 **SUSPENSION AND TERMINATION FOR CONVENIENCE:**
- A. If the SUBRECIPIENT should materially fail to comply with any term of the award, suspension or termination may occur in accordance with 2 CFR §200.339 and in accordance with 2 CFR 200-340. In the event that funds should fail to be or cease to be provided to the COUNTY then the COUNTY may terminate this agreement immediately.
- B. Remedies for non-compliance 2 CFR Sections 200.338-342: If the SUBRECIPIENT materially fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, in a state plan or application a notice of award or elsewhere, the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the COUNTY.
 2. Disallow (that is to deny both use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend or terminate the current award for the SUBRECIPIENT's program.
 4. Withhold further awards for the program.
 5. Take other remedies that may be legally available.
- C. Hearings Appeals: In taking an enforcement action the COUNTY will provide the SUBRECIPIENT an opportunity for such hearing appeal or other administrative proceeding to which the COUNTY or SUBRECIPIENT is entitled to under any statute or regulation applicable to the action involved.
- D. Efforts of Suspension and Termination: Costs resulting from obligations incurred by the SUBRECIPIENT clearing a suspension after termination of an award are not allowable unless the COUNTY expressly authorizes them in the nature of suspension or termination or subsequently. Other SUBRECIPIENT costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the SUBRECIPIENT before the effective date of suspension or termination are not in anticipation of it and in case of termination are noncancellable; and

2. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes effect.
- E. Relationship to Debarment and Suspension: The enforcement remedies identified in this section including suspension and termination do not preclude the grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see 2 CFR 180 and 213).
- F. Termination for Convenience: Except as provided above awards may be terminated in whole or in part only as follows:
 1. By the COUNTY with the consent of the SUBRECIPIENT in which case the two parties shall agree upon the termination condition including the effective date and in case of partial termination the portion to be terminated; or
 2. By the SUBRECIPIENT upon written notification to the COUNTY setting forth the reasons for such termination, the effective date, and in case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- 4.3 The COUNTY may issue a stop order to SUBRECIPIENT which will halt all work on the project in the event that the work is not being done according to federal guidelines and regulations, the assurances contained herein, or the provisions of this agreement.
- 4.4 The SUBRECIPIENT may not terminate its obligations under Paragraph 12.9 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the COUNTY.
- 4.5 The COUNTY reserves the right to terminate this contract upon written notification to the SUBRECIPIENT under any of the following conditions:
 - a. Notification by HUD to the COUNTY that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
 - b. Notification by HUD to the COUNTY that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
 - c. Written notification from HUD to the COUNTY that the program funds made available to the COUNTY are being curtailed, withdrawn, or otherwise restricted.
- 4.6 The COUNTY reserves the right to terminate this contract or to reduce the contract compensation amount if the SUBRECIPIENT:
 - a. Fails to file required reports or to meet project progress or completion deadlines;
 - b. Materially fails to comply with any provision of this agreement (which may result in suspension or termination in accordance with 2 CFR 200 or 2 CFR 200); Failure to make required disclosures can result in any of the remedies described in § 200.338

Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

- c. Expend funds under this agreement for ineligible activities, services or items;
- d. Implements the project prior to notification from the COUNTY that the federal environmental review process has been completed;
- e. Violates labor standards requirements; or
- f. Fails to comply with written notice from the COUNTY of substandard performance under the terms of this agreement.

- 4.7 The Subrecipient's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over ESG funds, including program income.

ARTICLE V INDEMNIFICATION

- 5.1 The SUBRECIPIENT, in accordance with Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts and omissions and intentional tortious acts which result in claims or suits against the COUNTY, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any subrecipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract. The Subrecipient agrees that it is an independent contractor of the COUNTY and not an agent or employee.

ARTICLE VI PROCEDURES FOR INVOICING AND PAYMENT

- 6.1 SUBRECIPIENT shall invoice the COUNTY on the following basis:

SUBRECIPIENT shall provide the COUNTY with an executed original of any documents or subcontracts authorizing the work to be done on the project(s).

- (1) If applicable, a request to subcontract work or services hereunder shall be submitted in writing and shall be subject to each provision of this agreement and any contract shall be in accordance with county, state, and federal guidelines and regulations. A list of all subcontractors shall be provided to the Housing and Neighborhood Development Office. This in no way relieves the SUBRECIPIENT from any other requirements of this agreement. Reimbursement requests shall include certification such as the certification shown in Appendix B, Page 3, in the absence of canceled checks for verification.

- (2) None of the work or services, including but not limited to, consultant services covered by this agreement, shall be subcontracted or reimbursed without the prior written notice to COUNTY.
- (3) All purchasing for consumable, capital equipment, and services shall be made by purchase order or by a written contract in conformity and in full compliance with the procedures prescribed by §§200.318- 200.326 which cover procurement standards. And appendix ii to part 200—contract provisions for non-federal entity contracts under federal awards.
 - a. The SUBRECIPIENT shall provide the COUNTY with project budget information.
 - b. The COUNTY agrees to make payment and reimburse all budgeted costs available under federal, state, and county guidelines.
 - c. Requests by the SUBRECIPIENT for payment shall be accompanied by proper documentation, **including cancelled checks for expenses to be reimbursed, and shall be submitted to the COUNTY for approval no later than thirty (30) days after the last date covered by the request.**
 - d. As applicable, the COUNTY will comply with Part VII, chapter 218, F.S., the Florida Prompt Payment Act, or s. 215.422, F.S., warrants, vouchers and invoices, when preparing reimbursement on accepted invoices.
 - e. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by COUNTY later than thirty (30) days after expiration date of this agreement.
 - f. The COUNTY may withhold payment of reimbursement requests if monthly reports are not current.

6.2 Upon receiving the invoices, reports and other materials, the COUNTY shall audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.

6.3 Upon determination by the COUNTY that the services or material invoiced have been received or completed, the COUNTY shall authorize payment to the SUBRECIPIENT in the amount it determines pursuant to the audit to be payable.

ARTICLE VII IMPLEMENTATION AND TIMETABLE

7.1 The parties expressly ratify the activities relating to this agreement and adopt the terms and conditions of this agreement for all such activities beginning **October 1, 2019**. The SUBRECIPIENT herein attests and certifies to the COUNTY that, regardless of the effective date of this Agreement, the SUBRECIPIENT will obtain all insurance coverage and limits as set forth by this Agreement to begin no later than **October 1, 2019**.

- 7.2 SUBRECIPIENT agrees to implement project(s) and comply with the Scope of Services set forth in Appendix A and Timetable set forth in Appendix C.

ARTICLE VIII OTHER PROVISIONS

8.1 Equal Employment Opportunity

The following provisions (a.) and (b.) are applicable to all contracts and subcontracts; provisions (c.) through (g.) are applicable to all non-exempt construction contracts and subcontracts which exceed \$10,000;

During the performance of this contract, the SUBRECIPIENT agrees as follows:

- a. The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The SUBRECIPIENT shall take affirmative action to ensure that all applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.
- c. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the SUBRECIPIENT commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The SUBRECIPIENT will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the COUNTY, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.
- g. The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanction for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

8.2 Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974 and in conformance with COUNTY policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Emergency Solutions Grant program funds.

Specific (not exclusive) Discrimination Actions Prohibited:

The SUBRECIPIENT may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, ancestry, national origin, marital status, familial status, age, handicap, disability, sex or any other basis prohibited by applicable law:

- a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- b. Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
- c. Subject segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- d. Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.

- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
- f. Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

8.3 Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

1. The SUBRECIPIENT will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a SUBRECIPIENT utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.
2. If a SUBRECIPIENT solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders. The requirements of Executive Orders 11625, 12432, 12138 and 2 CFR § 200.321 apply under this part. Consistent with HUD's responsibilities under these Orders.

8.4 Nondiscrimination in Federally-Assisted Programs- Equal Opportunity

The SUBRECIPIENT will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with COUNTY policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The SUBRECIPIENT will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

8.5 Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the SUBRECIPIENT and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this agreement are subject to the federal labor standards

provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the SUBRECIPIENT is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the SUBRECIPIENT shall comply with all regulations issued pursuant these Acts and with other applicable federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher rates.

8.6 Flood Disaster Protection.

This agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

8.7 Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed \$100,000).

The SUBRECIPIENT shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

8.8 Provision of the Hatch Act.

Neither the SUBRECIPIENT's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

8.9 Lead-Based Paint.

Any grants or loans made by the SUBRECIPIENT for the rehabilitation of residential structures with assistance provided under this agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. SUBRECIPIENT will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

8.10 Special Assessments.

SUBRECIPIENT will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee

under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

8.11 Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

SUBRECIPIENT will comply with the "POLK COUNTY RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104 (d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED." SUBRECIPIENT will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix A or Appendix B, SUBRECIPIENT will not cause either temporary or permanent involuntary displacement of any person or business as a result of Emergency Solutions Grant activities. The SUBRECIPIENT shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. SUBRECIPIENT hereby agrees to defend, to pay, and to indemnify the COUNTY from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this agreement.

8.12 Lobbying Restrictions

SUBRECIPIENT certifies that, to the best of its knowledge and belief:

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;
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; and It will require that the language of this Paragraph 8.12 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8.13 Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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ARTICLE IX NOTICES

- 9.1 SUBRECIPIENT and COUNTY agree that all notices required by this agreement shall be in writing and delivered by U.S. Mail, by messenger or personally delivered to the office of the duly authorized representative of the SUBRECIPIENT or COUNTY as specified herein.

SUBRECIPIENT:

Laura Lee Gwinn, Executive Director
329 West Highland Drive
Lakeland, FL 33810

COUNTY :

Tamara West, Manager
Housing and Neighborhood Development
1290 Golfview Ave., Suite 167
Drawer HSO4 - P. O. Box 9005
Bartow, FL 33831-9005

ARTICLE X MODIFICATION

- 10.1 Any program modification requested by SUBRECIPIENT must be requested at least ninety (90) days prior to the end of the term of this agreement. No modification to this agreement shall be binding on either party unless in writing and signed by both parties.
- 10.2 In the event that the Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, the SUBRECIPIENT shall be notified in writing and such notification shall constitute an official amendment.
- 10.3 The COUNTY may, at its discretion and upon provision of proper notice to the SUBRECIPIENT, amend this agreement to conform to changes in federal, state, and/or county guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this agreement.

ARTICLE XI ASSURANCES

- 11.1 SUBRECIPIENT agrees to comply with the provisions of Section 202, Executive Order 11246 and with the guidelines for applicants on equal opportunity obligations for Emergency Solutions Grants in regard to construction contracts.
- 11.2 SUBRECIPIENT agrees that it will comply with the following assurances:
- a. The SUBRECIPIENT agrees to comply with all applicable federal, state, and county laws, ordinances, codes and regulations. Any conflict or inconsistency between the above federal, state or county guidelines and regulations and this agreement shall be resolved in favor of the more restrictive regulations.
 - b. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives federal financial assistance.
 - c. In accordance with 24 CFR 570.505, property acquired or improved in whole or in part using ESG funds in excess of \$25,000.00 must be used as intended from the date ESG funds are first

spent until five (5) years after the closeout of the COUNTY's participation in the ESG program. Any transfer of the property or structure shall also be bound.

- d. If applicable, SUBRECIPIENT shall inform affected persons of the benefits, policies, and procedures provided for under HUD regulations.
- e. SUBRECIPIENT shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Should such possible conflicts, real or apparent, arise, the SUBRECIPIENT shall disclose such situations to the COUNTY and the County Attorney's Office for review.
- f. The SUBRECIPIENT agrees further that it shall be bound by the standard terms and conditions used in the grant agreement between HUD and COUNTY and such other rules, regulations or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this agreement by the parties hereto.
- g. In accordance with the Drug Free Workplace Act of 1988, the SUBRECIPIENT certifies that it has a policy designed to ensure that the SUBRECIPIENT's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
- h. In compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

ARTICLE XII FINANCIAL RESPONSIBILITY

- 12.1 Subrecipients and subcontractors must comply with all applicable federal regulations governing the use of ESG funds. The Subrecipient shall comply with 2 CFR §200.331(a)(5), 2 CFR §200.336, and 24 CFR §570.508 regarding access to its records and financial statements. Also, as required in 2 CFR §200.331(5), the Subrecipient shall permit the County and its auditors to have access to the Subrecipient's records and financial statements as necessary to meet the County's audit requirements under the federal award. All files, records, and documents, including financial statements and data, shall be made available for review to the County's Housing and Community Development Department, any auditors, the County's Office of Internal Audit and Evaluation, Comptroller General, HUD, the Inspector General, and/or any of their authorized representatives, who shall have access to and the right to audit, examine, inspect, make transcripts or excerpts of any of the above records, financial statements, documents, or papers related to the Project or are pertinent to the federal award or to meet any HUD requirements during normal business hours and any other reasonable time requested. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interviewing and discussion related to said documents. This same right to review and access will be imposed upon any third party or subcontractor and it is the Subrecipient's responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required by the County and/or HUD to ensure compliance with this Agreement and with all federal, state, and local laws

and regulations. This right of access is not limited to the required retention period but lasts as long as the records are retained. This section shall survive termination of this Agreement.

- 12.2 SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this agreement.
- 12.3 SUBRECIPIENT further agrees to provide for audit purposes (upon request) all files, records and documents pertaining to related activities and clientele demographic data contained in this agreement.
- 12.4 Any funds expended in violation of this agreement shall be refunded in full from non-federal resources.
- 12.5 Funding authorization through a Emergency Solutions Grant shall be used only for eligible activities specifically outlined in this agreement. In the event material progress is not evidenced nor commenced within the time limitations of this agreement, as determined by the COUNTY, the COUNTY may terminate this contract.
- 12.6 All funds not expended a result of the aforementioned deficiency of significant material progress or returned as a result of expiration and subsequent termination of the original funding agreement shall be used by the COUNTY at its discretion for reallocation to other eligible ESG activities.
- 12.7 Income over and above general maintenance and operating expenses generated as a result of receipt of Emergency Solutions Grant funds shall be returned to the COUNTY.
- 12.8 The COUNTY shall have the right to audit and monitor any program income as a result of a Emergency Solutions Grant activity.
- 12.9 Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the COUNTY for use in the Emergency Solutions Grant program. If SUBRECIPIENT executes an Assignment of Proceeds and Grant of Lien to the COUNTY specifying the terms of reversion of proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract.

ARTICLE XIII EVALUATION AND MONITORING

- 13.1 The SUBRECIPIENT agrees that the COUNTY may carry out periodic monitoring and evaluation activities as in accordance with 2 CFR §200.330-.332 to ensure compliance with all of the requirements of this Agreement, including the timeframes and performance standards as required herein. This agreement is dependent upon satisfactory monitoring and evaluation of activities and other performance measures, including, but not limited to the terms of this agreement, comparisons of planned versus actual progress relating to project scheduling, budget, and output measures. The SUBRECIPIENT agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as is determined necessary by the COUNTY. The SUBRECIPIENT shall submit, upon the request of the COUNTY, information and status reports required by the COUNTY or HUD on forms approved by the COUNTY.

Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within

thirty (30) days after being notified by the County, the County may impose additional conditions on the Subrecipient and its use of funds, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate under 2 CFR §200.338. The Subrecipient must return any ESG funds within 5 days of the Housing and Community Development Department Manager's written request.

- 13.2 A sample monitoring instrument attached as Appendix D contains the minimum monitoring measures to be used by the COUNTY. Other measures may also be utilized.

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**ARTICLE XIV
UNIFORM ADMINISTRATIVE REQUIREMENTS**

**2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
Federal Awards (Uniform Requirements)**

- 14.1 Applicable Laws and Regulations. The Subrecipient shall comply with the requirements of the Housing and Community Development Act of 1974, as amended, all ESG program requirements, 24 CFR Part 570, and other laws and regulations and regulatory guidance governing the use of these funds, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. It is the Subrecipient's responsibility to read, understand, and comply with these laws and regulations. In addition, the Subrecipient shall abide by any and all other applicable federal or state laws, rules, regulations, HUD guidance and policies governing the funds provided under this Agreement, whether presently existing or hereafter promulgated. Center shall also comply with all other applicable federal, state or local laws, statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the County Code.
- 14.2. Uniform Administrative Requirements and Cost Principles. The Subrecipient shall comply with the uniform administrative requirements specified at 24 CFR §570.502 and §570.610. Center also agrees to comply with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR part 200 and adopted by HUD at 2 CFR part 2400, except as modified by 24 CFR §570.502. Although 2 CFR part 200 addresses many requirements, some of the items it addresses includes, but is not limited to, standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, subrecipient monitoring and management, record retention and access, remedies for noncompliance, and closeout. The Subrecipient is aware and acknowledges that 2 CFR part 200 and 2 CFR part 2400 are recent regulatory changes to the administrative requirements and HUD is in the process of developing guidance on their specific requirements. Although this may change the administrative requirements set forth herein, the Subrecipient will comply with whatever guidance HUD requires. Costs incurred must be in conformance with 2 CFR part 200, subpart E. The Subrecipient also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, maintain necessary source documentation for all costs incurred, and submit an indirect cost allocation plan in accordance with 2 CFR 200, subpart E, if such plan is required.

Audits and Financial Statements.

- (a) The Subrecipient shall comply with 2 CFR part 200 Subpart F – Audits. In accordance with 2 CFR §200.510, shall prepare financial statements and a schedule of expenditures of federal awards. The Subrecipient shall provide the County with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.
- (b) In addition, if expending more than \$750,000 of Federal awards during an operating year, the Subrecipient shall comply with the audit provisions contained in 2 CFR subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. The Subrecipient shall submit its annual audit to the County and

within one hundred twenty (120) days of the end of the Subrecipient's fiscal year. The Subrecipient must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the County of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance. Any reimbursement by the Subrecipient shall not preclude the County from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If the Subrecipient expends less than \$750,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD, the County, or GAO.

- (c) The Subrecipient also agrees to allow the County's Internal Audit and Evaluation Department, or any of the County's other departments or representatives, to conduct any audits or financial monitoring the County feels necessary at any time during the term of this Agreement or pursuant to any HUD request.

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ARTICLE XV CONFLICT OF INTEREST

- 15.1 Conflict of Interest. In the procurement of supplies, equipment, construction, and services, the Subrecipient shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. The Subrecipient agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Center. If the Subrecipient has a parent, affiliate, or subsidiary organization, they must also maintain written standards of conduct covering organizational conflicts of interest.
- 15.2 In all cases not governed by 2 CFR §200.317 and §200.318, the Subrecipient shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the acquisition and disposition of real property and the provision of assistance to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. construction or rehabilitation). Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no "person" described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with ESG funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a ESG assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The "persons" covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of subrecipients that are receiving ESG funds. The Subrecipient shall also keep records supporting requests for waivers of conflicts.

ARTICLE XVI OTHER FEDERAL REQUIREMENTS

- 16.1 The SUBRECIPIENT shall carry out each activity in compliance with all applicable federal laws and regulations as described below:
- Public Law 88.352 - Title VI of the Civil Rights Act of 1964
 - Public Law 90.284 - Title VIII of the Civil Rights Act of 1988
 - Executive Order 11063 as amended by Executive Order 12259
 - Section 109 of the Act
 - Labor Standards
 - National Flood Insurance Program
 - Relocation and Acquisition
 - Employment and Contracting Opportunities;
 - Executive Order 11246 (41 CFR Chapter 60)

- Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 17010)
- Lead-Based Paint
- Use of Debarred, Suspended or Ineligible Contractors or Subrecipients
- Displacement
- Conditions for Religious Organizations
- Non-Discrimination Base on Handicap
- Section 504 of the Rehabilitation Act of 1973
- Architectural Barriers Act of 1963
- Environmental Protection Agency Regulations.

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**ARTICLE XVII
GENERAL PROVISIONS**

- 17.1 The SUBRECIPIENT agrees to abide by the provision of Chapter 112.3135, Florida Statutes, pertaining to Nepotism in their performance under this agreement. The SUBRECIPIENT also agrees to abide by Chapter 119, Records of the Florida Statutes, and its successors.
- 17.2 If applicable, SUBRECIPIENT agrees to comply with Section 286.011, F.S., relating to public meetings and records, and chapter 119 F.S., relevant to public records.
- 17.3 If applicable, the SUBRECIPIENT attests that the COUNTY's procurement requirements were adhered to in the procurement of goods and services purchased pursuant to this contract.
- 17.4 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 17.5 The SUBRECIPIENT shall assure that records regarding project requirements that apply for the duration of the agreement, the written agreement, and inspection and monitoring reports will be retained for a period of five years. The SUBRECIPIENT shall also assure if any litigation, claim, negotiation, audit, or other action has been started before the expiration of the above mentioned five-year term, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five-year period, whichever is later.
- 17.6 The COUNTY and SUBRECIPIENT agree that all activities shall be governed in all respects by the laws of the State of Florida, venue in the courts of Polk County, State of Florida.
- 17.7 All notices required by this agreement shall be in writing.
- 17.8 Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, Retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
- 17.9 If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected. Thereby and all other parts of this agreement shall nevertheless be in full force and effect.
- 17.10 This agreement constitutes the entire agreement between the COUNTY and the Subrecipient for the use of funds received under this agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the Subrecipient with respect to this agreement.

**ARTICLE XVIII
INSURANCE AND BOND**


- 18.1 The SUBRECIPIENT shall maintain, at all times, the following minimum levels of Insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below.
- a. Worker's Compensation -- in compliance with state and federal laws.
 - b. Comprehensive Automobile Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
 - c. Comprehensive General Liability -- \$1,000,000.00 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:
 - I. Premises and Operations; and
 - II. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damages coverages.
- 18.2 The SUBRECIPIENT shall provide to the COUNTY original Certificates of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences.
- 18.3 The COUNTY shall be named as an additional insured on all policies related to the project, excluding worker's compensation and professional liability.
- 18.4 All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII.
- 18.5 The SUBRECIPIENT's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the COUNTY. Such certificates of insurance provide that there shall be no termination, non-renewal modification or expiration of such coverage without forty-five (45) calendar days prior written notice to the COUNTY. In the event of any failure by the SUBRECIPIENT to comply with the provisions; the COUNTY may, at its option, on notice to the SUBRECIPIENT suspend the project for cause until there is full compliance. Alternatively, the COUNTY may purchase such insurance at the SUBRECIPIENT's expense, provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, the SUBRECIPIENT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
- 18.6 Bonding requirements. Bonding requirements in 2 CFR §200.325 may apply as needed.

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The undersigned person signing as an officer on behalf of the SUBRECIPIENT, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said SUBRECIPIENT and to bind the same to this agreement, and, further that said SUBRECIPIENT has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.


IN WITNESS WHEREOF the parties hereto duly execute this agreement as of the day and year first written above.

ATTEST
STACY M. BUTTERFIELD, CLERK



Clerk
DATE: 8/28/19

POLK COUNTY, FLORIDA

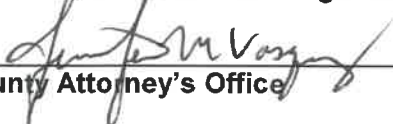

Bill Beasley, County Manager
DATE: 8/21/2019



Witness
DATE: 7-11-19

SUBRECIPIENT- HOMELESS COALITION OF POLK COUNTY, INC.

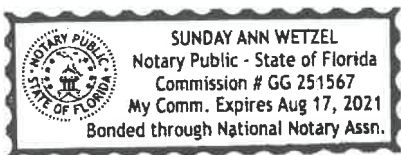

Laura Lee Gwinn, Executive Director
DATE: 7.11.19


Reviewed as to form and legal sufficiency:


County Attorney's Office

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me the 11 day of JULY 2019 by LAURA LEE GWINN, on behalf of Homeless Coalition of Polk County, Inc., He/she is personally known to me or has produced _____ as identification.




Notary Public
SUNDAY ANN WETZEL
Typed or printed name
08/17/2021
Term expiration (seal)

The undersigned person signing as an officer on behalf of the SUBRECIPIENT, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said SUBRECIPIENT and to bind the same to this agreement, and, further that said SUBRECIPIENT has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.

IN WITNESS WHEREOF the parties hereto duly execute this agreement as of the day and year first written above.

ATTEST
STACY M. BUTTERFIELD, CLERK

POLK COUNTY, FLORIDA

Jennifer Leiding
Clerk
DATE: 8/28/19

Bill Beasley
Bill Beasley, County Manager
DATE: 8/21/2019



SUBRECIPIENT- HOMELESS COALITION OF POLK COUNTY, INC.

Laura Lee Gwinn
Laura Lee Gwinn, Executive Director
DATE: 7.11.19

[Signature]
Witness

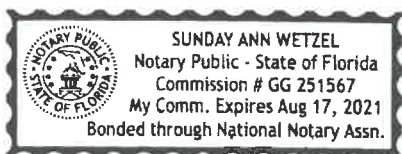
DATE: 7-11-19

Reviewed as to form and legal sufficiency:

[Signature]
County Attorney's Office

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me the 11 day of JULY 2019 by LAURA LEE GWINN, on behalf of Homeless Coalition of Polk County, Inc., He/she is personally known to me or has produced _____ as identification.



Sunday Ann Wetzel
Notary Public
SUNDAY ANN WETZEL
Typed or printed name
08/17/2021
Term expiration (seal)


The undersigned person signing as an officer on behalf of the SUBRECIPIENT, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said SUBRECIPIENT and to bind the same to this agreement, and, further that said SUBRECIPIENT has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.

IN WITNESS WHEREOF the parties hereto duly execute this agreement as of the day and year first written above.

ATTEST
STACY M. BUTTERFIELD, CLERK

POLK COUNTY, FLORIDA

Jennifer Lindinger
Clerk
DATE: 8/28/19

Bill Beasley
Bill Beasley, County Manager
DATE: 8/21/2019


[Signature]
Witness
DATE: 7/11-2019

SUBRECIPIENT- HOMELESS COALITION OF POLK COUNTY, INC.

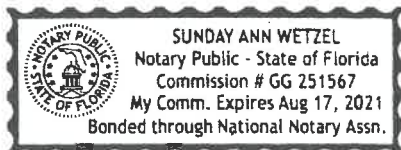
Laura Lee Gwinn
Laura Lee Gwinn, Executive Director
DATE: 7.11.19

Reviewed as to form and legal sufficiency:

[Signature]
County Attorney's Office

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me the 11 day of JULY 2019 by LAURA LEE GWINN, on behalf of Homeless Coalition of Polk County, Inc., He/she is personally known to me or has produced _____ as identification.



Sunday Ann Wetzel
Notary Public
SUNDAYANNWETZEL
Typed or printed name
08/17/2021
Term expiration (seal)

SCOPE OF SERVICES

- I. The project scope includes administration, operation, staffing, data collection and reporting of the Homeless Management Information System (HMIS) as required by Emergency Solutions Grant Regulations (24 CFR 576.107).
- II. The Homeless Coalition of Polk County will review the HMIS and provide the ESG participants with reports to monitor data collection so that sufficient demographic and client service data is collected by ESG participant agencies and input into the HMIS. ESG participants are responsible for the collection and maintenance of client data and files ESG participant agencies are also responsible for the validity and accuracy of the HMIS client data. ESG participants will also bear responsibility for making necessary corrections to any missing or inaccurate HMIS data. The data collected will meet all HUD data requirements and standards for HMIS as provided in HUD HMIS manuals and guidance. The most recent HUD HMIS data standards are outlined in the March 2014 HMIS Standard Manual. The Homeless Coalition of Polk County will assist the Polk County ESG participant agencies so they may adhere to all applicable regulations and provides the appropriate data and supporting documentation for accurate HMIS reporting. The ESG participants will review, update or correct required HMIS data elements. The Coalition will also provide HMIS training/technical assistance to ESG participant agencies as needed.

Program Objective

The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly re-house homeless individuals and families, and (6) prevent families and individuals from becoming homeless.

III. Other Requirements:

- A. The SUBRECIPIENT shall include in all advertising and/or promotion a statement that whole or partial funding of the project is supplied by Emergency Solutions Grants or wording to that effect.
- B. The Homeless Coalition of Polk County shall have the responsibility of providing administrative support for the ESG program by maintaining the HMIS software. The Coalition will generate reports to flag any missing data elements. The reports will be provided to the County by the appropriate ESG participating agency. The ESG participating agency is responsible for any necessary corrections. The Homeless Coalition of Polk County will provide THE COUNTY with HMIS data to assist with year-end accomplishment reporting for the ESG program.
- C. Assist the sub recipient to maintain documentation that ensures eligibility and compliance with the objectives of the Emergency Solutions Program.
- D. The Scope of Services may not be changed or modified without prior written approval by the COUNTY.
- E. Provide the account numbers on all correspondence, pay requests, and documents pertaining to this project.
- F. Although this agreement is in force until September 30, 2019, are spent and/or the project is otherwise complete, should the SUBRECIPIENT fail to meet the estimated timeline as presented on Appendix C, page 1, and fail to provide acceptable cause for this failure, the COUNTY may terminate this agreement at its sole discretion.
- G. The SUBRECIPIENT will provide participating agency access to the HMIS to provide reports from the HMIS each month that will provide supporting documentation for the data provided by

the ESG Participant in the IDIS data collection system or other reports as may be required by the County. This may include but is not limited to clients served data, program entry/exit data, service data, or demographic data.

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III. Other Requirements:

- A. The SUBRECIPIENT shall include in all advertising and/or promotion a statement that whole or partial funding of the project is supplied by Polk County Emergency Solutions Grant funds, or wording to that effect.
- B. Maintain documentation that ensures eligibility and compliance with a national objective of the ESG program.
- C. The Scope of Service may not be changed or modified without prior written approval by the COUNTY.
- D. Although this agreement is in force until all funds are spent and/or the project is otherwise complete, should the SUBRECIPIENT fail to meet the estimated timeline as presented on Appendix C, and fail to provide acceptable cause for this failure, the COUNTY may terminate this agreement at its sole discretion.

IV. SUBRECIPIENT INFORMATION

Address:
Homeless Coalition of
Polk County, Inc.
328 West Highland Drive
Lakeland, FL 33810

Contact Person:
Name: Laura Lee Gwinn
Title: Executive Director
Phone: 863-687-8386
Email: lgwinn@polkhomeless.org

V. RECIPIENT INFORMATION

Address:
Housing and Neighborhood Development
P.O. Box 9005
Drawer HS04
Bartow, FL 33831

Contact Person: Bridget Engleman
Title: ESG Program Supervisor
Phone: (863) 534-5616
E-Mail Address:bridgetengleman@polk-county.net

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APPENDIX B

BUDGET

The SUBRECIPIENT shall adhere to the following budget in carrying out this agreement. LINE ITEMS MAY NOT BE ADDED to the Budget during the term of this agreement.

LINE ITEM DESCRIPTION	COST
HMIS Services (includes staffing costs , equipment, data collection, reporting, HMIS training and technical assistance)	\$30,000.00
TOTAL	\$30,000.00

The SUBRECIPIENT may request **PRIOR** approval for Budget line item shifts, except that such line item shifts involving personnel shall not result in an increase in the rate of such salaries. Requests for line item shifts shall be granted by the Polk County Housing and Neighborhood Development (HND) as it deems reasonable and necessary for the performance of Services and shall not be deemed approved unless given **IN WRITING** by **HND**.

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REIMBURSEMENT REQUEST FOR ESG FUNDSPROJECT NAME: **Homeless Information Systems Services**SUBRECIPIENT: **Homeless Coalition of Polk County, Inc.**

PAYROLL (Must have authorized timesheets and payroll information): \$ _____

INVOICES (Attach all relevant invoices relevant and copies of disbursed checks):
\$ _____

EQUIPMENT (Office, etc., along with procurement information): \$ _____

OTHER CONTRACTS (Provide copies of contracts using ESG funds): \$ _____

REIMBURSEMENT REQUEST TOTAL: \$ _____

Authorized Signature_____
Date**FOR ESG USE ONLY**

Fund #	Cost Center #	Account #	Contract #	Funding Year
10727	340554054	5883510	E190005	2019-2020

STATE OF FLORDIA
COUNTY OF POLK

The foregoing instrument was acknowledge before me the ____ day of _____ 2019 by _____, on behalf of Homeless Coalition of Polk County, Inc., He/she is personally known to me or has produced _____ as identification.

Notary Public_____
Typed or printed name_____
Term expiration

(seal)

APPENDIX B-Page 3

To: Polk County Housing and Neighborhood Development

From: **Homeless Coalition of Polk County, Inc.**

Paid Invoices (Period Covered) from _____ To _____

List Each Invoice #	Check Number	Vendor Names	Project Total on Invoice
		TOTAL	

IN-KIND CONTRIBUTIONS [report if applicable]: Contributions used in completion of project using other than ESG funds [e.g., labor, materials, financial contributions, etc.]

ITEM(S) OR SERVICE(S)	VALUE

I certify that to the best of my knowledge the data reported in this reimbursement request is accurate.

_____/_____
Signature and Title / Date

SPECIAL NOTE: ALL Invoices and Checks listed above must be attached (as well as any bidding information and Contracts).

ALL COPIES MUST BE LEGIBLE AND REPRODUCIBLE.

PAGE #__ OF

10727	340554054	5883510	E190005	2019-2020
Fund #	Cost Center #	Account #	Contract #	Funding Year

[Goals and accomplishments reported must be measurable and specific to activities outlined in the Scope of Services.]

MONTHLY STATUS REPORT

SUBRECIPIENT: Homeless Coalition of Polk County, Inc.

PROJECT: HMIS

Signature REPORT PERIOD _____ THRU _____

Activity or Service Performed	Actual # this period	Actual # year to date
Number of persons in training		
Number added or (dropped)		

NUMBER OF PERSON WHO ARE:

This Period

Year to date

# MODERATE INCOME			
# LOW INCOME			
# FEMALE HEADS OF HOUSEHOLD			
	Race	Hispanic # Year to Date	
# WHITE			
# BLACK / AFRICAN AMERICAN			
# ASIAN			
# AMERICAN INDIAN / ALASKAN NATIVE			
# NATIVE HAWAIIAN / OTHER PACIFIC ISLANDER			
# AMERICAN INDIAN/ ALASKAN NATIVE & WHITE			
# ASIAN AND WHITE			
# BLACK / AFRICAN AMERICAN & WHITE			
# AMERICAN INDIAN / ALASKAN NATIVE & BLACK / AFRICAN AMERICAN			
# OTHER MULTI-RACIAL			
# ASIAN / PACIFIC ISLANDER			

Attach narrative documentation for all activities, if applicable.

MONITORING CHECKLIST

The information contained in this Monitoring Checklist/Report is for the purpose of internal quality control. The information does not represent the outcome of an audit by such agencies as HUD, DOT, DOE, etc. Various state and federal agencies use similar terminology but often with differing definitions. Terms as used in this Checklist/Report are defined as follows:

Finding: Apparent non-compliance with a regulation, contractual requirement, or policy. (*A Finding will reference the applicable authority [Rule, contract section, policy date or section].*)

Concern: Condition that if uncorrected, may develop into a Finding.

Occurrence: Isolated incident, requiring correction that occurred in spite of adequate quality controls.

Provider: _____

Project: Housing and Neighborhood Development Services
for the ESG/ESG Program

	Yes	No	N/A
Section 1 Review			
Does the file contain a complete application?..... <i>For Non-Profits:</i>			
a. Articles of Incorporation?.....			
b. Roster of Board of Directors?.....			
c. Organizational Chart (names of persons in key positions)?.....			
d. Copy of 501(c)(3) Federal Tax-Exempt Letter?.....			
Is the application in the file?			
Are copies of insurance/performance bonds in the file?			
Is the County named as an additional insured party or endorsed to be notified in			

	Yes	No	N/A
case of cancellation?			
Are written requests for budget changes in the file?			
Are any "Budget Adjustment Sheets" properly filed?			
Are correspondences with required responses in the file?			
Section 2 Review			
Is there documentation of National Objective/Census Data?			
Section 3 Review			
Are Fiscal/Budget Cover Sheets in the file?			
Is the appropriate "checklist" attached and completed?			
Are copies of cancelled checks, time sheets, payroll, paid invoices in the file?			
Have the invoices been processed in a timely manner?			
Section 5 Review			
Are all monthly status/activity reports current and in the file?			
Section 6 Review			
Are there letters of approval of application/funding?			
Is there a complete Agreement plus any Addenda in the file?			