

**EMERGENCY SHELTER AGREEMENT
CFDA 14.231
YOUTH AND FAMILY ALTERNATIVES, INC.**

THIS AGREEMENT is entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, for the use and benefit of its Emergency Shelter Grant (ESG) Program, and Youth and Family Alternatives, Inc., a not-for-profit corporation licensed to do business in the State of Florida, hereinafter referred to as SUBRECIPIENT.

W I T N E S S E T H:

WHEREAS, the COUNTY executed the ESG Program funding agreement for receipt of grant funds on November 6, 2007; and

WHEREAS, the COUNTY made application effective October 1, 2007, and entered into a contract with the U.S. Department of Housing and Urban Development, hereinafter called HUD, pursuant to the Stewart B. McKinney Homeless Assistance Act, Public Law 100-77, as amended; and

WHEREAS, pursuant to the aforesaid application, the COUNTY is undertaking certain activities to increase the number and quality of emergency shelters and transitional housing facilities for homeless individuals and families; to operate these facilities and provide essential social services; and to help prevent homelessness as described in Pasco County's Continuum of Care (COC) Plan, contained in the Consolidated Plan (2003); and

WHEREAS, the SUBRECIPIENT has requested funds from the COUNTY for the benefit of homeless individuals and/or families and/or for the prevention of homelessness as described in the ESG Program Application; and

WHEREAS, the SUBRECIPIENT has qualified for funding under the Stewart B. McKinney Homeless Assistance Act.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE I

WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement.

ARTICLE II

SCOPE OF SERVICES

1. The SUBRECIPIENT agrees to provide to the residents of Pasco County emergency shelter and/or direct services to the homeless and at-risk population.

2. The FIT (family intervention team) program will provide Homeless Prevention direct assistance to families in the form of one-time rental assistance and/or utility assistance for families facing eviction or utility cut off due to unforeseen or emergency situation.

3. In consideration of the provision of services by the SUBRECIPIENT, the COUNTY has allocated the total sum of Eight Thousand Six Hundred Fifty-Eight and 00/100 Dollars (\$8,658.00) to apply toward the project described in Paragraph 2.

4. The SUBRECIPIENT shall utilize the funds as indicated in Exhibit A attached hereto and incorporated by reference. The SUBRECIPIENT shall provide services regardless of race, color, creed, religion, ancestry, sex, national origin, familial status, disability or other handicap, marital status, or status with regard to public assistance.

ARTICLE III

TERM OF AGREEMENT

1. The effective date of this agreement is October 1, 2007, through September 30, 2008, at which time this agreement will terminate unless an extension is agreed upon by both parties in writing. The parties hereby acknowledge that a condition precedent to this agreement is compliance with all Federal requirements of the grant funds. Failure to comply with this condition will result in a breach of contract and damages shall be payable to the COUNTY in the amount of the allocation provided for in this agreement.

2. Failure to abide by the terms and conditions of this agreement shall result in loss of funding and the SUBRECIPIENT shall agree to return all funds to the COUNTY upon breach thereof.

3. This agreement may be terminated with cause for failure to perform this agreement within twenty-four (24) hours written notice by the COUNTY to the SUBRECIPIENT, specifying the reason for termination. The COUNTY may terminate this Agreement without cause with thirty (30) days notice, without penalty.

ARTICLE IV

MATCH

The SUBRECIPIENT shall provide an in-kind match of Eight Thousand Six Hundred Fifty-Eight and 00/100 Dollars (\$8,658.00) to equal the amount of grant funds received. Match must be submitted on a regular basis using the COUNTY-approved form. The proposed budget for this project, including the matching funds, is attached hereto as Exhibit A.

ARTICLE V

PAYMENT

1. Upon submittal of all requests for payment and approval by the COUNTY of the same, the SUBRECIPIENT shall request the COUNTY to issue a payment check from ESG Program funds. Payments to the SUBRECIPIENT or his/her contractor shall be limited to eligible expenditures as determined by the COUNTY, for the project described in this agreement.

All requests for payment must be made on a regular basis using the COUNTY-approved form Exhibit B.

2. The SUBRECIPIENT shall submit to the COUNTY during the performance of this agreement all or a portion of the following as determined by the Community Development Division prior to payment by the COUNTY:

a. A cumulative statement of all costs of the project for the period from commencement through the end of the report period for which the statement is being submitted.

b. A statement for all costs of the project for the current report period, categorized by the budget line item.

c. An invoice and a copy of the front and back of the canceled check issued in payment. When reimbursement is sought for salaries to employees, a copy of the payroll shall be acceptable in lieu of copies of payroll checks.

d. Employee's name and the eligible gross wages and benefits being requested for reimbursement for each employee.

3. Upon receipt of the above-enumerated acceptable documentation, the COUNTY will initiate the payment process. Reimbursement to the SUBRECIPIENT shall be made as soon as practicable, not to exceed sixty (60) days.

4. Payments may be contingent upon certification of the SUBRECIPIENT'S financial-management system in accordance with the standards specified in Federal OMB Circular A-110/A-133, as applicable.

5. Within thirty (30) days after completion of all services to be performed by it, the SUBRECIPIENT shall render a final and complete statement to the COUNTY on all costs and charges for services not previously invoiced. The COUNTY shall not be responsible for payments of any charges, claims, or demands of the SUBRECIPIENT not received within the said thirty (30) day period; however, such time may be extended in the COUNTY'S discretion not to exceed a period of ninety (90) days, provided the delay in its submission is not occasioned by any fault or negligence of the SUBRECIPIENT.

ARTICLE VI

NOTICES

PASCO COUNTY

Community Development Manager
5640 Main Street, Suite 200
New Port Richey, FL 34652
(727) 8343445

SUBRECIPIENT

Ken Conley, Senior V.P.
7524 Plathe Road
New Port Richey, FL 34653
(727) 835-4166

ARTICLE VII

SPECIAL CONDITIONS

1. The SUBRECIPIENT shall comply with all requirements of the Stewart B. McKinney Act, (42 U.S.C. 11371-11378), and all Federal regulations pertaining thereto including, but not limited to, 24 Code of Federal Regulations (C.F.R.), Part 576. In addition, the SUBRECIPIENT shall comply with all requirements as stated in the local government, Grantee Emergency Shelter Grant Program Certifications (Exhibit C).

2. The SUBRECIPIENT agrees to participate in the local Homeless Management Information System (HMIS) for the COC Plan in accordance with the Business Associate Agreement between the SUBRECIPIENT and Pathways Community Network, Inc., effective January 31, 2005, all subsequent HMIS Contract Agreements, and as required by the HUD for data collection (Federal Register/Vol. 69, No. 146/Friday, July 30, 2004/Notices).

ARTICLE VIII

DOCUMENTATION/RECORD KEEPING/ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT agrees to maintain books, records, and documents in accordance with the accounting procedures and practices which sufficiently and properly reflect all expenditure of funds provided by the COUNTY under this agreement. Additionally, the SUBRECIPIENT agrees to maintain books, records, and documents in accordance with generally accepted accounting principles and books should actually reflect receipt of additional funds and proper expenditures of those funds for the purpose of providing shelter to the homeless on an emergency basis under the Stewart B. McKinney Act. The financial records and data should be maintained to provide data for periodic reports that may be required by the COUNTY and for the performance report required by the HUD.

1. A Quarterly beneficiaries report will be required to be submitted December 31, 2007, March 31, 2007, June 30, 2007, and September 30, 2008, as provided in Exhibit B.

2. The SUBRECIPIENT agrees to maintain on a current basis all documentation required by the HUD pursuant to the Stewart B. McKinney Act including aggregate HMIS data reports on universal data.

3. The SUBRECIPIENT assures that these records shall be subject at all times to inspection, review, or audit by State, Federal, and COUNTY personnel duly authorized by the COUNTY under this agreement.

4. The SUBRECIPIENT agrees to maintain and file with the COUNTY such progress, physical inventory, and other reports as the COUNTY may require within the period of this agreement.

5. The SUBRECIPIENT agrees to allow public access to all documents, papers, letters, or other materials, subject to the provisions of Chapter 119, Florida Statutes, and received by the provider in conjunction with this agreement. It is expressly understood that substantial evidence of the provider's refusal to comply with this provision shall constitute a breach of contract.

6. Any nonexpendable personal property acquired by the SUBRECIPIENT for the purpose of carrying on the project stated herein, and approved by the COUNTY, shall be subject to the provisions of the act and regulations governing, but not limited to, the provisions on use and disposition of property found in Federal OMB Circular A-102.

7. In the event that the SUBRECIPIENT expends Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or more in Federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the provisions of Federal OMB Circular A-133, as revised. Article II, Paragraph 3, indicates Federal resources awarded through the COUNTY by this agreement. In determining the Federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of Federal awards, including Federal resources received from the COUNTY. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Federal OMB Circular A-133, as revised. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with the provision Federal OMB Circular A-133, as revised, will meet the requirements of this part.

8. In connection with the audit requirements addressed in Paragraph 7 above, the SUBRECIPIENT shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of Federal OMB Circular A-133, as revised.

9. If the SUBRECIPIENT expends less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Federal OMB Circular A-133, as revised, is not required. In the event that the SUBRECIPIENT expends less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Federal OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources.

10. In addition to reviews of audits conducted in accordance with Federal OMB Circular A-133, as revised, monitoring procedures may include, but not be limited to, on-site visits by the COUNTY and/or HUD, limited scope audits as defined by Federal OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the SUBRECIPIENT agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the COUNTY and/or HUD. In the event the COUNTY and/or HUD determines that a limited scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by the COUNTY and/or HUD to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

ARTICLE IX

ASSIGNMENTS AND SUBCONTRACTS

1. The SUBRECIPIENT shall neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the

COUNTY. No approval of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total dollar amount agreed upon in this contract. All such assignments or subcontracts shall be subject to the conditions of this contract and to any conditions of approval that the COUNTY shall deem necessary.

2. Neither the SUBRECIPIENT nor any of its contractors or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer, or employee of the SUBRECIPIENT or the locality during its tenure, or for one (1) year thereafter, has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired, prior to the beginning of this tenure any such interests, and if such interests are immediately disclosed to the COUNTY, the COUNTY, with prior approval of the HUD, may waive the prohibition contained in this subsection; provided that any such present member, officer, or employee shall not participate in any actions by the SUBRECIPIENT or the locality relating to such contract, subcontract, or arrangement. The SUBRECIPIENT shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project and shall require its contractors to insert in each of their subcontracts, the following provision:

No member, officer, or employee of the SUBRECIPIENT or of the locality during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

In the provision of the emergency shelter, the SUBRECIPIENT agrees to abide by all applicable Federal, State, and local laws.

ARTICLE X
INDEMNIFICATION

1. The SUBRECIPIENT shall defend, hold harmless, and indemnify the COUNTY and all of its agents and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY may sustain, suffer, incur, or be required to pay by reason of the loss of any monies paid to the SUBRECIPIENT resulting out of fraud, defalcation, dishonesty, or failure of the SUBRECIPIENT to comply with the Housing and Community Development Act of 1974 and its regulations; or arising out of any act, action, neglect, or omission during the performance of this agreement, any part thereof, or work performed there under, whether direct or indirect; or by reason of injury caused by the SUBRECIPIENT'S negligent maintenance of the property over which the SUBRECIPIENT has control; or by reason of a judgment over and above the limits provided by the insurance required under Article XI of this agreement; or by any defect in the condition or construction of the project if the project was inspected and accepted by the SUBRECIPIENT, whether or not due to or caused by negligence of COUNTY or any of its agents and employees, except that the SUBRECIPIENT will not be liable under this provision for damages

arising out of the injury or damage to persons or property directly caused by or resulting from the sole negligence of the COUNTY or any of its agents or employees.

2. The SUBRECIPIENT'S obligation to indemnify, defend, and pay for the defense or, at the COUNTY'S option, to participate and associate with the COUNTY in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the SUBRECIPIENT of the COUNTY'S notice of claim for indemnification to the SUBRECIPIENT. The notice of claim for indemnification shall be served by certified mail. The SUBRECIPIENT's obligation to defend and indemnify within seven (7) days of receipt of such notice shall not be excused because of the SUBRECIPIENT'S inability to evaluate liability or because the SUBRECIPIENT evaluates liability and determines the SUBRECIPIENT is not liable or determines the COUNTY is solely negligent. Only a final adjudication judgment finding the COUNTY solely negligent shall excuse performance of this provision by the SUBRECIPIENT. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the SUBRECIPIENT will be obligated to indemnify the COUNTY for the cost of the appeal(s). The SUBRECIPIENT shall pay all costs and fees related to this obligation and its enforcement by the COUNTY.

3. Article X shall survive any termination, cancellation, or expiration of this Agreement.

ARTICLE XI

INDEPENDENT CONTRACTOR

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 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.

ARTICLE XII

INSURANCE

The SUBRECIPIENT shall maintain workers' compensation in accordance with Florida Statutes. The SUBRECIPIENT shall maintain premises liability coverage in an amount not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) and commercial property damage coverage for replacement value of the buildings utilized by the program.

ARTICLE XIII

MISCELLANEOUS

1. This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements, negotiations, or understandings, written or oral.

2. All parties hereto agree that if any part, term, or covenant of this Agreement is held to be illegal, unenforceable, or in conflict with any applicable federal, state, or local laws or regulations, such part shall be severable, with the remainder of this Agreement valid and enforceable.

3. No modifications of any kind may be made to this Agreement unless in writing and signed by all parties.

4. Nothing in this Agreement shall be construed in any way to waive the sovereign immunity of the COUNTY.

5. The laws of the state of Florida shall govern this Agreement.

6. Venue for any disputes over this Agreement shall be in Pasco County, Florida.

7. Upon termination of this Agreement for any reason, all funds that have been delivered to the SUBRECIPIENT by the COUNTY, but have not been expended by the SUBRECIPIENT, including any interest accrued from the effective date of this Agreement until termination, must be returned to the COUNTY no later than thirty (30) days from delivery of the notice of termination of this Agreement. The SUBRECIPIENT will be compensated for any work successfully completed prior to the SUBRECIPIENT'S notification of termination.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing agreement on this _____ day of _____, _____.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

JED PITTMAN, CLERK

TED SCHRADER, CHAIRMAN

WITNESSES:

YOUTH AND FAMILY ALTERNATIVES, INC.

BY: _____
GEORGE MAGRILL, PRESIDENT

EXHIBIT A

YOUTH AND FAMILY ALTERNATIVES, INC.
ESG BUDGET: OCTOBER 1, 2007-SEPTEMBER 30, 2008

HOMELESS PREVENTION	\$ 8,658.00
(Rental assistance and/or utility payments)	
MATCH	<u>\$ 8,658.00</u>
(Cash/donations and/or volunteer hours)	
TOTAL	<u>\$17,316.00</u>

**EXHIBIT B
EMERGENCY SHELTER GRANT PROGRAM
EXPENDITURE REPORT AND REQUEST FOR REIMBURSEMENT**

Provider Name and Address: _____		Period Covered by Report: From: _____ To: _____	
A. Budget Summary: Expenditure Categories Total Amount Budgeted		B. Actual Expenditures: Expenditures This Report Expenditures Year to Date Unexpended Balance:	
1. Essential Services			
2. Homeless Prevention			
3. Operating Expenses			
4. Rehabilitation Expenses			
5.			
Total Project Budget:			
Match:			
Total ESG Grant Funds:			
C. Amount Requested (ESG Grant Funds): I certify that the above report is a true and correct reflection of this period's activities, and the expenditures are related to the purpose of this reference contract.		D. Type of Request: <input type="checkbox"/> Month, <input type="checkbox"/> Final Approved for Payment: Supporting Documentation Provided: Comments: _____ _____ _____ Project Supervisor: Name: _____ Date: _____	
Print Name _____ _____ Signature of Provider Agency Official Title: _____ Date: _____ Telephone: _____		Pasco County Community Development Division 5640 Main Street, Suite 200 New Port Richey, FL 34652-2634	

EXHIBIT B

EMERGENCY SHELTER GRANT (ESG)
 QUARTERLY BENEFICIARIES REPORT
 Fiscal Year _____, _____ Quarter

Organization: _____

Project Title: _____

Activity Name: _____

Indicate program(s) and services with an "X."

- | | |
|---|--|
| <input type="checkbox"/> Emergency Shelter Facilities | <input type="checkbox"/> Transitional Shelter |
| <input type="checkbox"/> Vouchers for Shelters | <input type="checkbox"/> Outreach |
| <input type="checkbox"/> Drop-In Center | <input type="checkbox"/> Soup Kitchen/ Meal Distribution |
| <input type="checkbox"/> Food Pantry | <input type="checkbox"/> Health Care |
| <input type="checkbox"/> Mental Health | <input type="checkbox"/> HIV/AIDS |
| <input type="checkbox"/> Alcohol/Drug Program | <input type="checkbox"/> Employment |
| <input type="checkbox"/> Child Care | <input type="checkbox"/> Homeless Prevention |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Transportation |

Indicate the type of organization carrying out the activity with an "X."

- Public Agency
 Faith-Based Not-for-Profit
 Other Not-for-Profit

RESIDENTIAL:

	This Quarter	YTD
Quarterly number of adults served.	_____	_____
Quarterly number of children served.	_____	_____
TOTAL	_____	_____

NON-RESIDENTIAL:

	This Quarter	YTD
Quarterly number of adults served.	_____	_____
Quarterly number of children served.	_____	_____
TOTAL	_____	_____

RACIAL/ETHNIC CHARACTERISTICS:

Quarterly number served (including residential and non-residential).

	#Total	#Hispanic	#YTD
White	_____	_____	_____
Black/African American	_____	_____	_____
Asian	_____	_____	_____
American Indian/Alaskan Native	_____	_____	_____
Native Hawaiian/Other Pacific Islander	_____	_____	_____
American Indian/Alaskan Native and White	_____	_____	_____
Asian and White	_____	_____	_____
Black/African American and White	_____	_____	_____
Am. Indian/Alaskan Native and Black African American	_____	_____	_____
Other Multi-Racial	_____	_____	_____
TOTAL	_____	_____	_____

EMERGENCY OR TRANSITION SHELTERS:

Quarterly Number of Individual Households (Singles):

	Male	Female	Totals	YTD
Unaccompanied 18 and Over	_____	_____	_____	_____
Unaccompanied Under 18	_____	_____	_____	_____

Quarterly Number of Family Households with Children, Headed By:

	Male	Female	Totals	YTD
Single 18 and Over	_____	_____	_____	_____
Single Under 18	_____	_____	_____	_____
Two Parents 18 and Over	_____	_____	_____	_____
Two Parents Under 18	_____	_____	_____	_____

Quarterly Number of Family Households with No Children:

Total	YTD
_____	_____

List the number of persons for each subpopulation you served. If you served subpopulations that fit more than one category, you may place overlapping numbers (duplicate persons) on the appropriate lines.

	YTD
Chronically Homeless (Emergency Shelter Only)	_____
Severely Mentally Ill	_____
Chronic Substance Abuse	_____
Other Disability	_____
Veterans	_____
Persons with HIV/AIDS	_____
Victims of Domestic Violence	_____
Elderly	_____

Quarterly Number Served in Emergency or Transitional Shelters.

Shelter Type	Number of Persons Housed	YTD
Barracks	_____	_____
Group/Large House	_____	_____
Scattered Site Apartment	_____	_____
Single-Family Detached House	_____	_____
Single-Room Occupancy	_____	_____
Mobile Home/Trailer	_____	_____
Hotel/Motel	_____	_____
Other	_____	_____
TOTAL	_____	_____

Program Funding Sources:

ESG	_____
Other Federal	_____
Local Government	_____
Private	_____
Fees	_____
Other	_____
TOTAL	_____

EXHIBIT C

EMERGENCY SHELTER GRANT (ESG) CERTIFICATIONS

The Emergency Shelter Grantee certifies the following:

Major Rehabilitation/Conversion: It will maintain any building for which assistance is used under the ESG Program as a shelter for homeless individuals and families for at least ten (10) years. If the jurisdiction plans to use funds for purposes other than tenant-based rental assistance, the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least three (3) years.

Essential Services: It will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided without regard to a particular site or structure as long as the same general population is served.

Renovation: Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services: It will assist homeless individuals in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living, and other Federal, State, local, and private assistance.

Matching Funds: It will obtain matching amounts required under Title 24, CFR 576.51, of this title.

Confidentiality: It will develop and implement procedures to ensure the confidentiality of records pertaining to any individually provided family violence prevention or treatment services under any project assisted under the ESG Program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement: To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining and operating facilities, and providing services assisted through this program.

Consolidated Plan: It is following a current the HUD-approved Consolidated Plan.