

**AGREEMENT FOR SERVICES
BETWEEN
CITY OF PENSACOLA AND
THE LOTUS CAMPAIGN, INC.**

THIS AGREEMENT is made and entered by and between the City of Pensacola (“City”), a municipal corporation of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and The Lotus Campaign Inc. (“Subrecipient”) a non-profit corporation authorized to do business in the State of Florida (EIN # 82-4662347), located at 200 South College Street, Suite 200., Charlotte, North Carolina 28202.

WITNESSETH:

WHEREAS, the City of Pensacola, along with the rest of the country, is in the midst of a deadly pandemic that has claimed hundreds of thousands of lives;

WHEREAS, COVID-19 has created significant disruptions in the economy nationwide and in the City of Pensacola ; and

WHEREAS, attainable housing has become scarce for persons experiencing homelessness; and

WHEREAS, the Lotus Campaign has a mission to increase the availability of housing for people experiencing homelessness by engaging the for-profit housing section as a partner in the solution; and

WHEREAS, the City hereby engages the services of the Subrecipient to provide services necessary for the implementation of the program.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, and promises herein contained, the appropriation and disbursement of funds by the City now or hereafter made, the parties agree as follows:

Section 1. Recitals

The Parties acknowledge and agree that the recitals above are true and correct and are hereby incorporated in this Agreement.

Section 2. Authority to Contract

Recipient acknowledges and agrees that pursuant to the Charter of the City of Pensacola, upon approval of appropriations by City Council, the Mayor is the public official with responsibility and authority to administer and enforce the provisions of this Agreement and that the Mayor may do so through such designees as he may deem appropriate. For the

purposes of making disbursements, reviewing performance, acquiring information, performing audits, and such other tasks as may be deemed appropriate, the Mayor hereby designates the Finance Director of the City and such members of the City's staff as he may appoint, to fulfill the responsibilities of administration of this Agreement.

Section 3. Term and Termination

This Agreement shall be effective for a period beginning the 1st day of the month of the effective date and shall terminate on the 31st day after December, 2024, unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice of such termination.

Notwithstanding anything herein to the contrary, if the Subrecipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the City, the City may immediately terminate this Agreement and shall reimburse payments that were expended through the effective date of termination.

Section 4. Scope of Services

The Subrecipient agrees to perform all work and services described in, and in accordance with, the Agreement Documents and specifically described in Exhibit A, Scope of Services,.

Section 5. Compliance with Law

The Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining the performance of this Agreement.

Section 6. Compensation

The City agrees to pay an amount not to exceed **\$425,000** solely from available American Rescue Plan Act (ARPA) funds to implement the eligible program activities in accordance with the Approved Budget shown in Exhibit B, the SLFRF and the United States Department of Treasury Interim Final, Coronavirus State and Local Fiscal Recovery Funds. The Subrecipient shall expend the funds allocated to Subrecipient under this Agreement solely for the purposes contemplated herein in Exhibit A, Scope of Services. The City shall pay this amount over the term of the Agreement to the Subrecipient for services rendered herein.

Section 7. Release of Funds

All payments made to the Subrecipient under this agreement will be made as reimbursements for actual costs of the program as budgeted in Exhibit B.

Section 8. Reporting

The Subrecipient shall provide the City with a monthly Financial Statement of all Program activities and expenditures as described in Exhibit A, Scope of Services, of this Agreement. The Subrecipient shall include such documentation to detail all expenditures made to date as well as a complete listing of all persons who were or were in danger of experiencing homelessness that have been placed in housing.

Section 9. Accountability

The Subrecipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement.

These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the City, any relevant federal agency, or their representatives, or the Subrecipient shall transfer these records and accounts to the custody of the City.

Section 10. Indemnification

The Subrecipient shall act as an independent contractor, and not as an employee of the City or its designated Agent, in operating the aforementioned service. The Subrecipient shall hold harmless the City, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents from any and all claims, suits, actions, damages, liability, and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this Agreement. The Subrecipient's obligation shall not be limited by, or in any way to, any insurance coverage, or by any provision in or exclusion or omission from any policy of insurance.

Section 11. Nepotism

The Subrecipient agrees to abide by the provisions of §112.3135, Florida Statutes, pertaining to nepotism in the performance of this Agreement, which statute is hereby referred to and incorporated by reference herein.

Section 12. Civil Rights and Anti-Discrimination

The Subrecipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1968, as amended, and all federal and state laws and guidelines in that its operation under this Agreement is provided free of discrimination and without regard to race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), familial status, age, disability or religion..

Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein. The Subrecipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

Subrecipient will not discriminate against any employee or applicant for employment based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), familial status, age, disability or religion... Such action shall include, but not be limited to, the following: employment, 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 a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

Section 13 Administrative Requirements

The Subrecipient shall comply with applicable provisions of 2 CFR 200.332 and all aspects of the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. The Subrecipient shall not use, directly or indirectly, or permit others to use, directly or indirectly, funds supplied under this agreement for any purpose that would violate any requirements of the SLFRF or City ordinances, policies or practices.

Subrecipient shall also be an active participant in the Homeless Management Information System (HMIS) commonly utilized by Opening Doors of Northwest Florida.

Section 14. Procurement

The Subrecipient shall be required to adhere to the procurement standards provided at 2 C.F.R. Part 200, as applicable, or the Subrecipient's written procurement standards provided that such standards conform to Federal Law and the provisions of 2 C.F.R. Part 200. This shall apply to the purchase of materials, supplies, and equipment. Any purchase or aggregate purchase of \$3,000 - \$149,999 (small purchase within the simplified acquisition threshold) will require a formal bid procedure (including advertising and sealed bids using a firm fixed price). Any purchase or aggregate purchase less than \$3,000 must comply with micro purchase procedures used for procurement.

Section 15. Audit Inspections

The Subrecipient shall have an adequate financial system and internal fiscal controls in accordance with Federal requirements. Subrecipient agrees to maintain such property, personnel, all financial and accounting records, client and other records and documents, papers, maps, photographs, and other materials as are necessary to properly account for all funds expended in performance of this Agreement. Any funds expended in violation of the Agreement shall be refunded in full to the City from non-federal resources, or if this Agreement is still in force, shall be withheld by the City from any subsequent requests for payment.

The Subrecipient agrees to consent to such audits by the City or any relevant federal agency or their designated independent auditing firm(s) as may be required in relation to this Agreement; and to produce all documents required upon request by the City or any relevant federal agency, , or their authorized representatives;.

Section 16. Use of E-Verify

In compliance with the provisions of §448.095, Florida Statutes, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 17. Public Records

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, Florida Statutes, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties shall comply with the requirements within Attachment A attached hereto and incorporated by reference.

Section 18. No Waiver

No waiver, alterations, consent or modification of any of the provisions of the Agreement Documents shall be binding unless in writing and signed by the Mayor.

Section 19. Entire Agreement

This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. No other agreements, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or to bind either Party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ATTEST:

CITY OF PENSACOLA

Ericka L. Burnett
City Clerk

Grover C. Robinson, IV
Mayor

ATTEST:

THE LOTUS CAMPAIGN INC..

By: Corporate Secretary

By: Executive Director

Legal in form and
Valid as drawn:

Approved as to Substance:

Charlie Pepler, City Attorney

Department Director

Exhibit A Scope of Services

I. SCOPE OF SERVICES

Mission: To increase the availability of housing for people experiencing homelessness by engaging the for-profit sector as a partner in the solution.

Vision: The scope of homelessness in America is beyond the capacity of the public and nonprofit sectors to address alone. Lotus Campaign is building a new model that brings the for-profit and nonprofit sectors together to create sustainable, scalable solutions and lasting impact.

Subrecipient will partner with high-capacity social service organizations pre-qualified who vet individuals and families for housing, setting them up for the highest opportunity for long-term success, stability, and upward economic mobility. These organizations are required to continue providing supportive programming throughout the term of the lease and make monthly in-person visits with each individual or family.

Subrecipient will work with landlords of market-rate, multi-family communities whose units would not otherwise be available to those experiencing homelessness, due to their concerns of economic and perception risks. Subrecipient may provide economic guarantees for potential loss of rent and damages for tenants that would typically fail an application process, due to spotty housing, work, and credit histories. Subrecipient make a payment in lieu of a security deposit. In the rare case of eviction, Subrecipient may reimburse for legal costs and agree to appear on behalf of the landlord in court in exchange for a 30-day cure period to resolve any issues.

The Landlord Participation Program (“LPP”)

Subrecipient will create a Landlord Participation Program in the City of Pensacola, Florida. The Landlord Participation Program (“LPP”) is an incentive, a guarantee, and a bond of trust that allows Subrecipient to move people into housing quickly and effectively. The LPP encourages landlords to lease to people experiencing homelessness (or in imminent danger of) by providing a payment in lieu of security deposit and other measures to eliminate economic risk, while partnering with homeless support organizations in need of housing for eligible tenants. The LPP economic incentive and risk mitigation measures include the following: payment in lieu of security deposit, expedited inspection, renter’s insurance, application fee, guarantee against loss of rent, guarantee against tenant-caused damages, eviction assistance and reimbursement of legal costs, availability of nonprofit partners to deal with issues related to residents, and a minimum of one monthly visit to the rental units/resident by nonprofit partners.

The Lotus Campaign will utilize \$425,000 over a two-year period to create a Landlord Participation Program Pilot in Pensacola, Florida. Grant funding, in combination with additional funds raised by Lotus Campaign, will be used to launch an LPP pilot, recruit nonprofit and participating landlords, set up data and impact analysis, and help facilitate

housing placements for individuals and families experiencing or at risk of experiencing homelessness.

Impact and Goals

The Subrecipient's goal during the grant period is set up the foundation for a successful and sustainable LPP, recruit a minimum of one to two Participating Landlords and one to two Sponsoring Organizations, and help facilitate housing individuals at risk or experiencing homelessness. The Subrecipient will plan to leverage grant funding to attract additional funding to support this pilot. Additionally, the Subrecipient will measure the impact of the LPP pilot by tracking the following metrics:

- Number of units made available
- Number of individuals housed
- Cost per person per year to facilitate housing
- Number of Participating Landlord and Sponsoring Organization partners
- Other social impact data points as mutually agreed upon

Summary of Deliverables

- Set up and successfully launch a LPP pilot in Pensacola, Florida.
 - Phase One includes an in-person due diligence trip to Pensacola (planned for November 2021) to explore the feasibility of partnerships with nonprofit organizations and local landlords. This due diligence will determine whether a pilot is achievable.
 - Phase two includes recruiting program partners and facilitating housing for individuals at risk of/or experiencing homelessness. The success of the pilot will be contingent on the formation and number of partnerships with nonprofit partners (Sponsoring Organizations) and Participating Landlords.
- Set up a social impact and data tracker specific to the LPP pilot in Pensacola, tracking housing placements and other impact measures.
- Working alongside these new partners, Subrecipient will help debunk myths related to homelessness and open housing in neighborhoods of opportunity not previously accessible to this population.
- Create marketing and communications collateral that help support the program, recruit partners, and debunk myths related to homelessness.

**Exhibit B
Approved Budget**

Lotus Campaign Landlord Participation Program - City of Pensacola Pilot Budget

EXPENSES	Year One Pilot		Year Two Pilot		Total	
	Lotus Campaign	City of Pensacola	Lotus Campaign	City of Pensacola	Lotus Campaign	City of Pensacola
Program Development	\$13,750	\$13,750	\$1,000	\$1,500	\$14,750	\$15,250
Program Management	\$78,375	\$100,375	\$64,925	\$77,825	\$143,300	\$178,200
Professional Fees	\$15,000	\$15,000	\$2,500	\$2,500	\$17,500	\$17,500
Office Overhead and Supplies	\$6,325	\$6,325	\$4,225	\$7,225	\$10,550	\$13,550
Marketing and Communications	\$0	\$28,000	\$4,000	\$24,000	\$4,000	\$52,000
Insurance	\$500	\$500	\$500	\$500	\$1,000	\$1,000
Landlord Participation Program Distributions	\$112,500	\$112,500	\$28,000	\$35,000	\$140,500	\$147,500
Continuing Liability Reserve*	\$50,000	\$0	\$25,000	\$0	\$75,000	\$0
<i>Subtotal</i>	<i>\$276,450</i>	<i>\$276,450</i>	<i>\$130,150</i>	<i>\$148,550</i>	<i>\$406,600</i>	<i>\$425,000</i>
Year One Total	\$552,900					
Year Two Total	\$278,700					
GRAND TOTAL	\$831,600		\$278,700			

Notes:

- 1) Program Development includes pilot due diligence, research and recruitment efforts.
- 2) Program Management includes salaries/wages, benefits and taxes.
- 3) Landlord Participation Program distributions include funding to nonprofit partners (subrecipients) for allowable expenses including payment in lieu of security deposit, renters insurance, application fees, inspection fees, etc.
- 4) * Continuing Liability Reserve includes funding for a continuing liability reserve (for leases in place at the end of the term of this grant contract there will be continuing liability for loss of rent and unpaid damages)

Exhibit C

Simultaneous to execution of this Agreement, Recipient shall provide to the Financial Services Department a current, fully completed W-9 form.

It is the responsibility of Recipient to be aware of and abide by the terms and conditions of this Agreement throughout the duration of the Agreement and any surviving terms.

Recipient shall submit to the Financial Services Department any and all invoices, in accordance herewith, requesting reimbursements. Recipient's invoice documentation shall be complete in the sole determination of the City's Finance Director and submitted to the Financial Services Department for the payment process to begin. Invoice documentation shall include all supporting documentation, including but not limited to, canceled checks showing proof of payment by Recipient for the expense incurred per approved budget expenditures. At the discretion of the City's Finance Director, a limited amount of funds may be advanced in order to facilitate Recipient's cash flow.

Recipient acknowledges invoice documentation received by the Financial Services Department, by 5:00 p.m. on the third (3rd) day of each month may be paid by the tenth (10th) day of each month, provided the City's Finance Director finds, in the City's Finance Director's sole discretion, no discrepancies or omissions in the documentation. Checks are to be mailed directly to a vendor's remittance address indicated on the invoice.

SUBRECIPIENT AGREEMENT INFORMATION SHEET

Subrecipient Name: The Lotus Campaign Inc.

Subrecipient Federal Identification Number: 82-4662347

Subrecipient address for each site:

TBD

Award number: 128.510.1280.128007.9882.

CFDA Number: 21.019

Program: Coronavirus Relief Fund

Award amount: \$425,000.00

Award type: Lotus Campaign

Award Description: To increase the availability of housing for people experiencing homelessness by engaging the for-profit sector as a partner in the solution and establishing a Landlord Participation Program in Pensacola.

Award payment method: Upfront payment of based on accurate estimates with reimbursements made and all expenses validated prior to any further draw.

Primary place of performance: City of Pensacola

Period of performance start date: Upon Execution

Period of performance end date: December 31, 2024

ARPA Expenditure Category: 3.11 Housing Support: Services for Unhoused Persons

Attached copy of W-9 and proof entity is registered to do business in the State of Florida (Sunbiz.org)

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D.** Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR AT: THE OFFICE OF THE CITY CLERK (850) 435-1715 PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

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