

**AGREEMENT FOR SERVICES
BETWEEN
CITY OF PENSACOLA AND
OPENING DOORS NORTHWEST FLORIDA (NWFL), INC.**

THIS AGREEMENT is made and entered by and between the City of Pensacola Housing Department ("City"), a municipal corporation of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Opening Doors Northwest Florida (NWFL), Inc., ("Sub recipient") a non-profit corporation authorized to do business in the State of Florida (EIN # 59-2909065), located at 1020 West New Warrington Road, Pensacola, Florida 32505. For purposes of this agreement, the City of Pensacola Housing Department will serve as the pass through entity for the Emergency Housing Voucher Program Service Fee funds and Opening Doors Northwest Florida, Inc. (NWFL) will be the sub recipient of the Service Fee funds to assist the City with the Emergency Housing Voucher Program implementation.

WITNESSETH:

WHEREAS, the City Housing Department currently administers the Housing Choice Voucher Program (CFDA #14.871) through an existing Consolidated Annual Contributions Contract and has been awarded tenant based rental assistance vouchers, Emergency Housing Vouchers (EHV), through the American Rescue Plan Act (ARPA), to provide rental assistance to qualifying applicants to address the continued impact of the coronavirus;

WHEREAS, said vouchers will be used to house individuals and families who are homeless; at risk of homelessness; fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; or recently homeless; and

WHEREAS, said award requires that the City enter into a partnership with the local Continuum of Care to administer the program; and

WHEREAS, Opening Doors Northwest Florida, Inc., (NWFL), serves as the lead agency for the Continuum of Care in Escambia and Santa Rosa Counties; and

WHEREAS, the City hereby engages the services of the Sub recipient 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 Housing 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 30th day after September 30, 2023, 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 Sub recipient 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. Said termination shall be in accordance with provisions of 2 C.F.R. §§ 200.339-340, as applicable.

Section 4. Scope of Services

The Sub recipient 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, to provide referral and support services to individuals and families who meet the program criteria as specified by the U.S. Department of Housing and Urban Development.

Section 5. Compliance with Law

The Sub recipient 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 **\$122,500** solely from available EHV Program Service Fee funds to implement the eligible program activities in accordance with the Agreement Documents. The Sub recipient shall expend the funds allocated to Sub recipient 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 Sub recipient for services rendered herein.

Section 7. Reimbursement

Payment will be made on reimbursement basis only and requests for reimbursement must be submitted in the form and with the content prescribed by the City. The City will pay to the Sub

recipient funds available under this Agreement based upon information and documentation submitted by the Sub recipient to the City, so long as such information and documentation is consistent with any approved budget, U. S. Department of Housing and Urban Development regulations, and City policies concerning payments. Payments will be made only for eligible expenses actually incurred by the Sub recipient. Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified under generally accepted accounting principles approved by the City and outlined in 2 C.F.R. Part 200 known as the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and successors thereto, all of which are hereby referred to and incorporated by reference.

Section 8. Reporting

The Sub recipient 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 Sub recipient shall use the report form that has been approved by the City and that appears as Exhibit B, Monthly Financial Report, of this Agreement. The Sub recipient will use this report as the document to request reimbursement for expenditures incurred in the implementation of the EHV Program. Alternate reporting forms may be accepted to the extent the required data is clearly detailed. The financial statement shall be due monthly and shall continue until all information concerning the Program has been received by the City or its designated Agent. The statement is due on the 30th day of each subsequent month. The Sub recipient shall provide the City or its designated Agent with additional information as needed.

Section 9. Accountability

The Sub recipient 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, the United States Department of Housing and Urban Development, or their representatives, or the Sub recipient shall transfer these records and accounts to the custody of the City.

Section 10. Indemnification

The Sub recipient shall act as an independent contractor, and not as an employee of the City or its designated Agent, in operating the aforementioned service. The Sub recipient 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 Sub recipient'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 Sub recipient 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. Conflict of Interest

In accordance with 24 C.F.R 982, the Sub recipient, or subcontractors to the Sub recipient who have formulated policy or influenced decisions with respect to the program, may not enter into any contract or arrangement in connection with the HCV program during their tenure with the Sub recipient or for one year thereafter.

Section 13. Civil Rights and Anti-Discrimination

The Sub recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

All services associated with this Program shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, color, sex, familial status, disability, religion, or national origin. The Sub recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

Sub recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. 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 Sub recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

Section 14 Administrative Requirements

The Sub recipient shall comply with applicable provisions of the administrative requirements described in 24 C.F.R. Part 982 for the tenant-based housing assistance program under Section 8 of the United States Housing Act of 1937 and shall comply with the requirements of 2 C.F.R. Part 200.

Section 15. Procurement

The Sub recipient shall be required to adhere to the procurement standards provided at 2 C.F.R. Part 200, as applicable, or the Sub recipient'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 16. Audit Inspections

The Sub recipient shall have an adequate financial system and internal fiscal controls in accordance with Federal requirements. Sub recipient 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 Sub recipient agrees to consent to such audits by United States Department of Housing and Urban Development or the City designated independent auditing firm(s) as may be required in relation to this Agreement; to produce all documents required upon request by the City, the United States Department of Housing and Urban Development, or their authorized representatives; and to provide the City (through its designated Agent) with the annual audit of the Program as carried out for the City of Pensacola EHV Program by an independent Certified Public Account. Said audit shall comply with provisions of 2 C.F.R. Part 200, as applicable.

Section 17. 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 18. 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 19. 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 20. Notice

All notices required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or if by mail, on the date of actual receipt or courier deposit (pickup) date. Notices shall be addressed to the following:

City of Pensacola	Grover C. Robinson, IV, Mayor City of Pensacola 222 W. Main Street P.O. Box 12910 Pensacola, Florida 32502 Phone: 850-435-1604 E-mail: Grobinson@cityofpensacola.com
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Sub recipient	Opening Doors Northwest Florida Inc. (NWFL) John Johnson, Executive Director 1020 W. New Warrington Road Pensacola, Florida 32506 Phone: 850-439-3009 E-mail: JohnJ@openingdoorsnwfl.org
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Section 21. 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:

OPENING DOORS NORTHWEST FLORIDA, INC.

By: Corporate Secretary

By: Executive Director

Legal in form and
Valid as drawn:

Approved as to Substance:

Susan Woolf, City Attorney

Marcie Whitaker
Department Director

Exhibit A Scope of Services

I. SCOPE OF SERVICES

The Sub recipient and City of Pensacola Housing Department commit to administer the EHV Program in compliance with all program requirements as described in U.S. Department of Housing and Urban Development Notice PIH 2021-15, Emergency Housing Vouchers – Operating Requirements and in accordance with Title 24 C.F.R Part 982, Section 8 Tenant-Based Assistance: Housing Choice Voucher Program. The Housing Department and Continuum of Care plan to house 95% of the awarded vouchers within the first year of program implementation.

Program Liaisons:

City of Pensacola Housing Department
Dawn Corrigan
Rental Assistant Program Manager

Continuum of Care, Opening Doors Northwest Florida, Inc. (NWFL)
Martika Baker
Director of Case Management

The City will provide **\$122,500**, in EHV Program Service Fee funds for the Program. The EHV Service Fee funds must be directly spent on programmatic operational expenses and services, to include housing search assistance. The Sub recipient will also be required, at a minimum, to provide monthly reports to the City of clients served, services provided, and fees or housing setup costs paid.

The EHV Program will provide assistance to individuals and families who are homeless; at risk of homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; recently homeless and for whom providing rental assistance will prevent the family's homelessness; or having high risk of housing instability.

The EHV's may be used throughout Escambia County Florida and are eligible for portability. Portability of EHV's shall be accomplished in conformance with U.S. Department of Housing and Urban Development Notice PIH 2021-15, Emergency Housing Vouchers – Operating Requirements and Title 24 C.F.R. Part 982, Section 8 Tenant-Based Assistance: Housing Choice Voucher Program.

II. SUB RECIPIENT INFORMATION

Opening Doors Northwest Florida, Inc. (NWFL)
1020 W. New Warrington Road
Pensacola, FL 32506
Phone: 850-439-3009
Attn: John Johnson, Executive Director

III. SERVICES PROVIDED TO ELIGIBLE EHV FAMILIES

Sub recipient - Opening Doors Northwest Florida, Inc. (NWFL)

1. Sub recipient will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance.
2. Sub recipient will aid household in addressing barriers.
3. Sub recipient will coordinate with the Housing Department to ensure appointment notifications are received and appointments kept by eligible individuals and families.
4. Sub recipient will assist eligible households to obtain and complete documents for participation in the EHV Program.
5. Sub recipient will provide housing search assistance, to include transportation, for eligible individuals and families.
6. Sub recipient will provide counseling on compliance with rental lease requirements.
7. Sub recipient will assist individuals and families with payment of security deposits, utility arrearages, utility deposits, application fees, obtaining identification, and addressing other barriers encountered by the applicants.
8. Sub recipient will assess and refer individuals and families to benefits and supportive services, where applicable.
9. Sub recipient will designate and maintain a lead EHV liaison to communicate with the Housing Department.
10. Sub recipient will refer eligible individuals and families to the Housing Department using the coordinated entry system.
11. Sub recipient will attend EHV participant briefings when needed.
12. Sub recipient will assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
13. Sub recipient will assure and make available supportive services to the EHV families, where desired.
14. Sub recipient will assist individuals and families with moving expenses when they initially lease a unit, if required.
15. Sub recipient will assist individuals and families with the cost of acquiring essential household items such as tableware, bedding, and basic furnishings.

16. Sub recipient will comply with the provisions of the Agreement.

PHA – City of Pensacola Housing Department

1. The Housing Department will coordinate with the Sub recipient in developing the services and assistance to be offered utilizing the EHV services fees.
2. The Housing Department will accept direct referrals for eligible individuals and families through the Sub recipient's coordinated entry system.
3. The Housing Department will commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.
4. The Housing Department will commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.
5. The Housing Department will designate and maintain a staff member to serve as the lead EHV liaison.
6. The Housing Department will comply with the provisions of the Agreement. A monthly report shall contain a narrative on the progress of the Project and financial statement on expenditures during the reporting period.

IV. PROGRAM EVALUATION

The Housing Department and Sub recipient agree to cooperate with HUD and provide requested data to HUD or to a HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or a HUD-approved contractor, including possible random assignment procedures.

V. BUDGET INFORMATION

The Sub recipient shall have a budget of **\$122,500.00** to cover the term of August 1, 2021 – September 30, 2023 to provide support services and case management for the EHV Program. \$100,000 shall be available to address the menu of services identified in this Scope of Services and \$22,500 shall be available to assist the Sub recipient provide housing search assistance to eligible program participants.

VI. AUDIT REQUIREMENTS

The Sub recipient shall provide the City with an audit report showing the financial affairs of the Recipient during the term of this Agreement.

VII. PAYMENT SCHEDULE

The Sub recipient shall be reimbursed on a monthly basis upon receipt by the City of the Financial Report showing expenditures incurred during the preceding month for Program activities.

Exhibit B Monthly Financial Report

REPORT # _____

TO: CITY OF PENSACOLA HOUSING DEPARTMENT

FROM: OPENING DOORS NORTHWEST FLORIDA, INC. (NWFL)

PROJECT: EHV PROGRAM CONTRACT # _____

REPORT PERIOD _____ TO _____

DATE SUBMITTED _____

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

CONTRACT AMOUNT
\$122,500.00

Expenditures: Month of _____, 20 ____

CLIENT NAME: ITEM

COST

_____	_____
_____	_____
_____	_____
_____	_____

Total expenditures this period \$ _____

Remaining contract amount \$ _____

Balance end of this reporting period \$ _____

Comments _____

I certify, that to the best of my knowledge, the data reported is correct.

Authorized Signature

Date: _____ Title: _____

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 PUBRICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.