

**RELEASE OF LEASEHOLD AGREEMENT**

THIS RELEASE OF LEASEHOLD AGREEMENT (hereinafter known as the "Release") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Pinellas County (COUNTY), whose mailing address is 315 Court Street, Clearwater, Florida 33756.

For and in consideration of mutual obligations, promises and covenants, Pinellas County, a political subdivision of the State of Florida, does hereby release the following described property, to wit:

Case #: YWC-95-CDBG-29  
Agency: YWCA of Tampa Bay  
Project Address: 429 6<sup>th</sup> Avenue South  
St. Petersburg, FL 33701

**LEGAL DESCRIPTION: SECTION 19, TOWNSHIP 31 SOUTH, RANGE 17 EAST, SUBDIVISION 54882, BLOCK 6, LOTS 1-7, ST. PETERSBURG, FLORIDA**

**PARCEL NO.: 19-31-17-99642-000-0010**

from that certain Leasehold Use Agreement dated September 9, 1997 and recorded on **September 11, 1997**, in Official Records Book **9836**, Page **561**, and filed by said County in the Office of the Clerk of the Circuit Court of Pinellas County, Florida, for the construction of transitional or emergency housing to benefit the homeless, including day care services, on said property, and Pinellas County hereby declares the Period of Affordability has ended, and said Leasehold Use Agreement is released and of no further force and effect.

ATTEST:  
KEN BURKE, CLERK OF CIRCUIT COURT

  
\_\_\_\_\_  
Deputy Clerk Signature



PINELLAS COUNTY, FLORIDA  
a political subdivision, by and through its  
Board of County Commissioners

By: ~~4-29-16~~   
\_\_\_\_\_  
Charlie Justice, Chair

Date: 4-29-16, 2016

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: \_\_\_\_\_  
Michelle Wallace  
Sr. Assistant County Attorney  
APPROVED AS TO FORM

By:   
\_\_\_\_\_  
Office of the County Attorney

RESOLUTION NO.: 16-26

A RESOLUTION AUTHORIZING THE BOARD CHAIRMAN OR HIS DESIGNEE TO EXECUTE A TERMINATION OF LEASEHOLD USE AGREEMENT DATED SEPTEMBER 9, 1997 BETWEEN PINELLAS COUNTY AND THE YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF TAMPA BAY, INC. (YWCA) FOR A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT KNOWN AS FAMILY VILLAGE; AND TO EXECUTE ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pinellas County utilizes federal Community Development Block Grant (CDBG) funding for construction of public facilities, and to fund services for the improvement of the social and economic welfare of its Urban County residents; and

WHEREAS, on August 2, 1994, Pinellas County entered into a Specific Performance Agreement (County Agreement), in the amount of \$100,000.00, for the construction of sixteen, two bedroom apartments, a children's day care center, and space for an array of social services on a property located in downtown St. Petersburg; and

WHEREAS, on July 25, 1995, Pinellas County entered into a second Specific Performance Agreement, in the additional amount of \$200,000.00, for the construction of eight, two-bedroom apartments for short term emergency shelter and eight, two bedroom units for transitional housing for families requiring long term transition assistance; and

WHEREAS, also on July 25, 1995, the Board and YWCA executed a Land Use Restriction Agreement (LURA) where the project was scheduled for construction, and on July 1, 1997, the Board released the LURA due to a different project location ultimately being selected; and

WHEREAS, on July 23, 1997, the City of St. Petersburg (City) entered into an Agreement (City Agreement), in the amount of \$300,000.00 with the Young Women's Christian Association of Tampa Bay, Inc. (YWCA) to construct a 21,636 square foot building for use as an emergency shelter, transitional housing and day care center (Facility) located on property leased from the City at 429 Sixth Avenue South, St. Petersburg, FL (City Property); and

WHEREAS, on September 9, 1997, the Board executed an Amendment to the July 25, 1995 County Agreement with the YWCA, outlining the new site for the project and the need for a revised construction schedule, and executed a Leasehold Use Agreement since the new location for the project was owned by the City; and

WHEREAS, the YWCA began providing services at the Facility pursuant to the Agreements on October 1, 1998; and

WHEREAS, on June 3, 2013, the City received a proposal from All Children's Hospital, Inc., a Florida non-profit corporation (ACH), offering to exchange 1) an unimproved property owned by its supporting entity All Children's Hospital Foundation, Inc. together with 2) an irregular linear parcel adjoining Booker Creek east of Roser Park for the City's use as an extension to the Historic Booker Creek Trail Loop of the Pinellas Trail for the City Property; and

WHEREAS, ACH stated that the acquisition of the City Property would facilitate its short and long term campus expansion planning and enable growth of its mission tenets: Patient Care, Education, Research and Advocacy; and

WHEREAS, ACH also indicated that the City Property would further spur the development of the healthcare corridor and demonstrate ACH's commitment to St. Petersburg while providing extensive economic development opportunities; and

WHEREAS, ACH's proposal identified several benefits of the land swap including the creation of numerous temporary construction jobs and permanent high income jobs, enhancement of the medical district within the Bayboro Harbor Community Redevelopment Area; and increasing the density of future development on the City Property with a proposed clinical facility that may exceed 250,000 square feet and house over 100 employees; and

WHEREAS, the City accepted the proposal from ACH and entered into a Property Disposition Agreement with ACH wherein the properties were transferred and the City's lease with the YWCA was assigned to ACH; and

WHEREAS, ACH provided a two year time period during which the YWCA could continue providing housing for homeless families; and

WHEREAS, at the July 15, 2015 meeting of the YWCA Board of Directors, the Board voted to discontinue providing emergency shelter and transitional housing effective September 1, 2015; and

WHEREAS, on August 11, 2015, the YWCA staff notified Pinellas County and the City of St. Petersburg, in writing, of its intention to close Family Village, citing cash flow difficulties; and

WHEREAS, the YWCA requested that Pinellas County and the City of St. Petersburg approve the termination of services currently being provided by Family Village, effective September 1, 2015; and

WHEREAS, on November 12, 2015, the City of St. Petersburg passed Resolution #2015-541 authorizing the Mayor or his designee to execute a termination of the Agreement with YWCA and cancel the City's \$300,000.00 promissory note executed on March 3, 1998; and

WHEREAS, due to the amount of County CDBG funding awarded, the YWCA was obligated to provide emergency shelter and transitional housing services through September 2018; and

WHEREAS, the YWCA continued to provide such housing at the site for eighteen years; and

WHEREAS, the YWCA children's day care center component of the project will continue to operate on the adjacent site and is not impacted by ACH's master plan at this time; and

WHEREAS, the continued provision of emergency shelter and transitional housing is no longer possible at the Facility due to ACH's master plan, and the YWCA determined that it is not financially feasible to provide housing for homeless families at an alternative location; and

WHEREAS, the goals of the Leasehold Use Agreement and the Specific Performance Agreements have been substantially met, and further requirements under the Leasehold Use Agreement and Specific Performance Agreements are unachievable for reasons beyond the control of the YWCA and should be waived.

NOW THEREFORE, BE IT RESOLVED by the Board, that the Board Chairman or his designee is authorized to execute a Release of Leasehold Use Agreement and to execute all other documents necessary to effectuate this Resolution.

Commissioner       Eggers       offered the foregoing Resolution and moved its adoption, which was seconded by Commissioner       Gerard      , and upon roll call, the vote was:

Ayes: Justice, Long, Welch, Eggers, Gerard and Seel.

Nays: None.

Absent and not voting: Morroni.

APPROVED AS TO FORM

By: Michelle Wallace  
Office of the County Attorney

AMENDMENT TO THE PINELLAS COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT  
SPECIFIC PERFORMANCE AGREEMENT  
WITH THE YWCA OF TAMPA BAY # YWC-95-CDBG-29  
DATED JULY 25, 1995

THIS AMENDMENT, ("Amendment") made and entered into this *9<sup>th</sup>* day of *September* 1997, by and between Pinellas County, a political subdivision of the State of Florida ("County"), and YWCA of Tampa Bay, having its principal office at 655 - 2nd Avenue South, St. Petersburg, Florida 33701, a not-for-profit corporation organized under the laws of the State of Florida ("Agency"):

WITNESSETH:

WHEREAS, Pinellas County entered into a Specific Performance Agreement ("Agreement") dated July 25, 1995, with the Agency to provide \$300,000 in Community Development Block Grant (CDBG) funds for the construction of a three story facility, which is to include eight 2-bedroom apartments for emergency housing and eight 2-bedroom apartments for transitional housing for the homeless, social services and day care ("Project"); and,

WHEREAS, said Project was to be located on property owned by the Florida University System Board of Regents through the University of South Florida at the corner of 3rd Street South and 6th Avenue South, St. Petersburg; and,

WHEREAS, the Project was to be in design from October 1995 through January 1996, out to bid and awarded from February 1996 through March 1996, and under construction from April 1996 through December 1996; and,

WHEREAS, the Project site has been moved to a new location and a new completion date has been established;

NOW, THEREFORE, in consideration of the mutual performance of the promises and covenants in the July 25, 1995 Agreement, the County and the Agency agree to amend said Agreement as follows:

PART I - SPECIFIC TERMS AND CONDITIONS

A. SCOPE OF SERVICES

1. In addition to the requirements in paragraphs 2 through 4 of this section in the Agreement, paragraph 1 on this section is amended to read,  
"The Agency shall construct a three story facility for homeless persons, which is to include a 16 unit apartment complex: eight two-bedroom units will be utilized for short-term emergency shelter care and eight two-bedroom units will be utilized by families requiring longer term transitional assistance. The site is located on a 1 acre parcel owned by the City of St. Petersburg at the corner of 4th Street South and 6th Avenue South, St. Petersburg, on lands in Pinellas County, Florida known as Section 19, Township 31, Range 17, Subdivision 54882, Block 6, lots 1-7, St. Petersburg, Florida. The construction of the aforementioned facility is hereinafter referred to as the "Project".

D. LAND USE RESTRICTIONS

All paragraphs under this section of the Agreement shall be amended to read:

1. A Leasehold Use Agreement shall be entered into between the County and the Agency, and said Leasehold Use Agreement is made a part of this Agreement.

2. All actions undertaken on the part of the Agency in the performance of this Agreement shall comply fully with the provisions a Leasehold Use Agreement to be executed between the Agency and County and to be recorded in the Official Records of Pinellas County.
3. In the event that the Leasehold Use Agreement is rendered void, invalid, or unenforceable by any court of law for any reason, this entire Agreement may, at the discretion of the County, be considered terminated by the County at no further expense to the County.

**E. TIME OF PERFORMANCE**

All paragraphs under this section of the Agreement shall be amended to read:

1. The time of performance for the services described in Part 1, Section A of this Agreement shall commence upon receipt of written notification to the Agency by the County to proceed.
2. The facility construction described in Section A, Scope of Service, shall be from the effective date of this Agreement and shall be completed by **August 1, 1998**.
3. Failure to adhere to this deadline shall be cause for termination of this Agreement by the County, unless otherwise agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

\*Note: Two witnesses are required\*  
Witnesses: print or type name below signatures

ATTEST:

*Sceline Killen*  
Witness #1

*Greg Woodman*  
Witness #2

SUBRECIPIENT

By: *Caren A. Peterson*

Board of Directors President  
Title YWCA

ATTEST:  
KARLEEN F. DeBLAKER, CLERK

By: *Deborah R. Barnes*  
Deputy Clerk (print name)

*Deborah R. Barnes*  
Deputy Clerk (signature)

STATE OF FLORIDA }  
COUNTY OF PINELLAS }

PINELLAS COUNTY, FLORIDA  
by and through its  
Board of County Commissioners

By: *Robert B. Stewart*  
Robert B. Stewart, Chairman

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY  
By: *Jewel White-Cole*  
Jewel White-Cole, Assistant County Attorney

COMMUNITY DEVELOPMENT BLOCK GRANT  
SPECIFIC PERFORMANCE AGREEMENT

THIS AGREEMENT, ("Agreement") made and entered into this 20<sup>th</sup> day of July 1995, by and between Pinellas County, a political subdivision of the State of Florida ("County"), and YWCA of Tampa Bay, having its principal office at 655 - 2nd Avenue South, St. Petersburg, Florida 33701, a not-for-profit corporation organized under the laws of the State of Florida ("Agency"):

PINELLAS COUNTY FLA.  
OFF.REC.BK 9283 PG 968

WITNESSETH:

WHEREAS, Pursuant to federal regulations, at 24CFR Part 91, Pinellas County has submitted a Consolidated Application for Community Planning and Development Programs to the U.S. Department of Housing and Urban Development; and

WHEREAS, the Pinellas County Community Development Department ("Department") administers this application on behalf of Pinellas County; and,

WHEREAS, included in said application is the activity described in this Agreement, to be funded under the program listed in this agreement; and,

WHEREAS, it is necessary for Pinellas County and the Agency to enter into an Agreement for the implementation of said activity; and,

WHEREAS, the Department has determined that this project is meritorious and in keeping with Community Development objectives; and,

WHEREAS, the Agency proposing the project has been deemed qualified by the Department to engage in the project;

NOW, THEREFORE, in consideration of the mutual performance of the promised and covenants contained herein, the County and the Agency agree as follows:

11	RECORDING	100323	REC	46.50	FEES	MTF	PTG	P/C	D/C	INT	TOTAL	46.50
ACCT												

PART I - SPECIFIC TERMS AND CONDITIONS

A. SCOPE OF SERVICES

1. The Agency shall construct a three story facility, which is to include a 16 unit apartment complex: eight two-bedroom units will be utilized for short-term emergency shelter care and eight two-bedroom units will be utilized by families requiring longer term transition assistance. The facility will have an on-site child care center and will provide an array of social services along with an internship site for University of South Florida (USF) students. The site is a 1 1/2 acre parcel at the corner of 3rd Street South and 6th Avenue South, St. Petersburg, Florida. The construction of the aforementioned facility is hereinafter referred to as the "Project".
2. The Agency shall undertake the completion of the Project in accordance with the following:
  - a) Agency shall prepare, or cause to be prepared on its behalf, written plans and specifications for the Project by a licensed architect and/or engineer. Said plans and specifications shall be reviewed by the Department prior to Agency soliciting bids for the work. The cost of preparation of plans and specifications are not a reimbursable expense under this Agreement.

- b) Agency shall obtain from at least three properly licensed, insured, and bonded general contractors written bids for the Project. Said bids shall be submitted to Department with a request for approval to accept the bid of Agency's choice. The Department will review the bids and notify agency if the chosen bid is reasonable and acceptable. Agency shall have a pre-construction conference, with a Department representative in attendance, with the general contractor.
  - c) Agency shall include all federal requirements set forth for construction projects, such as Davis-Bacon wage rates and Executive Order 11246, in bid documents, contracts, and any subcontracts, and abide by and enforce all said requirements.

PINELLAS COUNTY FLA.  
OFF.REC.BK 9283 PG 969
  - d) Agency shall insure that the construction contractor has the appropriate license(s) to do the intended work and that the necessary construction permits are obtained.
  - e) All requests for payment submitted by the contractor responsible for performance of improvements must be approved by the Department prior to payment.
3. The Scope of Services outlined above shall be altered only through the prior written approval of Department.
4. This Agreement supersedes and replaces that Specific Performance Agreement B-94-UC-12-0005, dated August 2, 1994.

**B. PROJECT FUNDING**

- 1. County, through Department, shall pay the estimated cost of **\$200,000 (Two hundred thousand dollars and no/100)** in **Community Development Block Grant (CDBG)** funds to the Agency for Project costs. Pinellas County shall not be responsible for costs in excess of the CDBG amount specified herein. Including previous funding, County's entire funding commitment to this Project is \$300,000 (Three hundred thousand dollars and no/100) in CDBG funds.
- 2. Disbursement of all funds by the Department for Project expenses shall be a reimbursement for actual costs incurred by Agency or for documented expenses to be paid by the Agency. Agency shall disburse all funds for documented costs within three working days of receipt of funds from the Department. Agency shall provide to Department a copy of all checks disbursing funds to any construction contractor for performance of services under this Agreement.
- 3. The Department or County may disapprove requests for payment which are not consistent with the terms of this Agreement.
- 4. The source of funding from the County for payment of services performed under this Agreement is the CDBG provided to the County by the U.S. Department of Housing and Urban Development ("HUD"). The Agency agrees that in the event that the CDBG is reduced or withheld by HUD, the County shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld CDBG. In the event that HUD determines that the Agency has not fulfilled its obligations in accordance with the requirements applicable to the CDBG and/or requests reimbursement of expenses paid under this Agreement, the Agency shall provide said reimbursement from non-federal sources within ten days of said notice from the County.



5. All reimbursement request should be submitted to the Department no later than noon any Friday to have a check available a week from the following Wednesday (provided the Board of County Commissioners meets).

C. REPORTING AND MONITORING

PINELLAS COUNTY FLA.  
OFF. REC. BK 9283 PG 970

1. Agency shall provide an interim reports no later than April 1 and a final report by October 15, of each year, which summarize information on all users of the facility. Said report shall include, but not be limited to, numbers of users, sex of user, race of user (White, Black, Hispanic, American Indian, Alaskan Native or Pacific Islander), sex of head of user's household, if user is member of single-parent household, gross income of user's household and number of persons in the user's household. These reports shall be provided to the County as specified above for a period of thirty (30) years from the date of execution of this Agreement.
2. Agency shall furnish Department with all additional information, records, reports and data as may be required by HUD or County pertaining to matters of this Agreement.
3. County shall have the right to monitor and evaluate all aspects of activities carried out by Agency. Such evaluation will be effected by the submission of reports and information by Agency and by monitoring site visits by the Department.

D. LAND USE RESTRICTIONS

1. A Land Use Restriction Agreement shall be entered into between the County and the Agency, and said Land Use Restriction Agreement is made a part of this Agreement.
2. All actions undertaken on the part of the Agency in the performance of this Agreement shall comply fully with the provisions of the attached Land Use Restriction Agreement.
3. In the event that the Land Use Restriction Agreement is rendered void, invalid, or unenforceable by any court of law for any reason, this entire Agreement may, at the discretion of the County, be considered terminated by the County at no further expense to the County.

E. TIME OF PERFORMANCE

The time of performance for the services described in Part I, Section A of this Agreement shall commence upon receipt of written notification to the Agency by the County to proceed, and shall be under construction by May 31, 1996, and in accordance with the following schedule.

**Design 10/95 to 1/96**

**Bid and Award 2/96 to 3/96**

**Construction 4/96 to 12/96**

Failure to adhere to this schedule shall be considered cause for termination of this Agreement by the County, unless otherwise agreed to by both parties. This Agreement shall expire exactly thirty (30) years from the date of execution by both parties, unless otherwise agreed to by the Agency and the Department.

F. GENERAL TERMS AND CONDITIONS

1. The attached "Part II General Terms and Conditions" are incorporated into this Agreement and are binding on the parties hereto.
2. All parts and exhibits to this Agreement shall be read together providing, however, that in the case of conflict, terms of the Part I of this Agreement shall be controlling.

PART II - GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. In carrying out this Agreement, the Agency or any contractor shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, age, national origin or handicap. (Subpart K, 570.601 and 602; Public Law 88-352, Section 109)

B. Fair Housing. In carrying out this Agreement, the Agency or any subcontractor shall not discriminate in the sale, rental, use or occupancy of housing; in the sale or rental of land to be developed for housing; in the financing of housing or the provision of brokerage services; including otherwise making unavailable or denying a dwelling to a person, because of race, color, religion, sex, national origin, handicap or familial status. Agency and any subcontractor agrees to affirmatively further fair housing. (Subpart K, 570.601; Public Law 90-284, E.O. 11063)

C. Equal Employment and Contracting Opportunity. During the performance of this Agreement, the Agency shall comply with E.O. 11246 and implementing regulations at 41CFR Part 60. Agency shall not discriminate against any person in any phase of employment because of race, color, religion, sex, or national origin. Agency and any subcontractor shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship. Agency and any subcontractor shall to the greatest extent feasible give opportunities for training and employment to low- and moderate-income persons residing within the Tampa - St. Petersburg - Clearwater metropolitan area and award contracts for work in connection with this Agreement to eligible business concerns which are located in or owned in substantial part by persons residing in said metro area.

D. Conflict of Interest. Agency shall ensure that no member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefit to arise herefrom. In addition, Agency shall ensure that no employee or consultant of the County or a subgrantee, or its designees or agents, no member of the County Commission, and no other elected or appointed official or officer of the County or a subgrantee who exercises or has exercised any functions or responsibilities with respect to the Community Development Block Grant, HOME Investment Partnership, Emergency Shelter Grant, or State Grant-In-Aid program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the services provided under this Agreement. (Subpart K, 570.611)

Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using funds provided under this Agreement. No employee, officer or agent shall participate in the selection, award or administration of a contract in which said funds are used, where he or his immediate family, partners, or organization in which he or his family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. Agency's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary

value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by Agency's officers, employees or agents. (Subpart K, 570.611, A-110 O)

PINELLAS COUNTY FLA.  
OFF.REC.BK 9283 PG 972

E. Lobbying Prohibited. Agency certifies that:

1) No federally 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; and

2) If any funds other than federally 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, with a copy of said submittal provided to County within ten (10) days of submission.

F. Record Retention. All records pertaining to this Agreement, including but not limited to financial, statistical, property and programmatic records including reports required under Part 1, Section C of this Agreement, shall be retained for four (4) years from ending date of the County's fiscal year (October 1 through September 30) in which this Agreement is paid in full, expired, or terminated. All records, however, that are subject to audit findings shall be retained for four (4) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida. (Subpart J, A-110C)

G. Audits. The Agency shall at any time during normal business hours and as often as the County and/or Comptroller General of the United States and/or the U.S. Department of Housing and Urban Development and/or any of their duly authorized representatives may deem necessary make available for examination all of Agency's records, books, documents, papers, and data with respect to all matters covered by this Agreement and shall permit the County and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this Agreement. (Subpart J, A-110C)

In addition, Agency shall at Agency's expense have an organization-wide audit of Agency's records performed by an independent Certified Public Accounting firm in accordance with OMB Circular A-133. Said audit shall test the fiscal integrity of financial transactions, the effectiveness of financial management systems and the internal control systems, as well as compliance with the terms and conditions of this Agreement. Said audit shall be due to the County by December 31, 1996 and shall cover the period of October 1, 1995 through September 30, 1996 or through the date of final payment under this Agreement, whichever is later, unless said dates are modified in Part I of this Agreement. (Subpart J, A-110F)

H. Copyrights and Patents. If this Agreement results in a book or other copyrightable materials or patentable materials, Agency may copyright or patent such, but County and the United States Government reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

I. Termination of Contract for Cause. In accordance with 24CFR 85.43, County may suspend, withhold, or terminate this Agreement and all payment for the Project in whole or in part for cause upon seven (7) calendar days notice in writing to the Agency. Cause, which shall be determined by County, includes but is not limited to a) improper use of Project funds, b) failure to comply with the terms and conditions of the Agreement, c) refusal to accept conditions imposed by HUD, d) submittal to County of documentation which is incorrect or incomplete in any material respect, or e) changes in Federal law or the availability of grant funds, as identified in Part 1, Section B of this Agreement, which render the Project impossible or infeasible.

Should circumstances occur which significantly delay the Project's implementation, County may drop or reschedule the Project, and funds which would have been reserved for the Project may be used to carry out other Community Development activities. Such action would only be taken if it was determined to be in the best interests of the program and if good faith efforts to eliminate delays were unsuccessful.

This Agreement may not be so terminated if the failure to perform rises from unforeseeable causes beyond the control and without the fault or negligence of Agency. Such causes may include, but are not restricted to acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault and negligence of Agency.

In the event of default, lack of compliance or failure to perform on the part of Agency, County reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to: requesting additional information from Agency to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising Agency of deficiency and advising Agency that more serious sanctions may be taken if situation is not remedied; advise Agency to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise Agency to reimburse County for amount of costs incurred for any items determined ineligible. (Subpart J, 570.503, 85.43)

J. Termination for Convenience. This Agreement may be terminated in whole or in part for convenience, by Agency upon written notification to County, or by County with the written consent of the Agency. Termination for convenience shall not apply to provisions in Part I of this Agreement that require compliance with laws, regulations or ordinances, long term service obligations or to the provision of service to low and moderate income persons or other specified beneficiaries, and shall be cause to invoke any Land Use Restriction Agreement by reference to this Agreement.

K. Hold Harmless. The Agency shall indemnify and hold the County and all of its departments, officers and employees, harmless from and against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of every kind or nature, by or on behalf of any person or persons whomsoever or whatsoever arising out of or in any manner resulting from or connected with any accident, injury, death or damage which may happen during the time period covered by this Agreement for services under the administration and direction of said Agency. The Agency will defend any actions or suits brought against the County by reason of the Agency's failure or neglect in complying with any of the conditions and obligations of this Agreement, or any tort liability arising out of actions of the Agency or any of its agents or subcontractors.

L. Severability. Except as specifically provided in Part I, Section D of this Agreement, should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

M. Assignment and Subcontracting. Agency shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement nor enter into any subcontract pursuant to this Agreement without submitting said proposed subcontract to the County and without the prior written approval of the County of the proposed subcontract. All federal requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be Agency's responsibility to ensure that all federal requirements are included in said subcontracts and all subcontractors abide by said requirements.

N. Property Acquired. Title to all non-expendable personal property (\$500.00 or greater in value per unit and useful life of more than one year) purchased in whole or in part from funds provided under this Agreement shall vest in the County, and upon termination of this Agreement shall be returned to County within ninety (90) days. In the event that non-expendable personal property purchased under this Agreement is sold during the term of this Agreement or for one year after contract expiration, any income from the sale shall be returned to the County within ten (10) days of sale.

O. Personal Property Inventory. Agency shall furnish the County an inventory of personal property purchased in whole or in part from funds provided under this Agreement within fifteen (15) days of the date of acquisition. Agency shall be responsible for the maintenance and upkeep of all non-expendable personal property and maintain sufficient insurance to cover the cost of replacement. (Subpart J, A110N)

P. Non-Waiver. No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

Q. Religious Discrimination. Agency agrees that in consideration of receipt of funds under this Agreement:

1. Agency shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

2. Agency shall not discriminate against any person seeking assistance from Agency on the basis of religion and will not limit services or give preference to persons on the basis of religion;

3. Agency shall provide no religious instruction or counseling, conduct no religious workshops or services, engage in no religious proselyting, and exert no other religious influence on any client or employee of Agency;

4. Agency agrees to include the above four paragraphs in any subcontracts pursuant to this Agreement. (Subpart J, 570.503)

R. Program Income. Unless otherwise provided for in Part I of this Agreement, Agency shall return to County any program income as defined by 24CFR Part 570, generated as the result of the services provided under this Agreement, to the County within ten (10) days of receipt by Agency. (Subpart J, 570.504)

S. Uniform Administrative Requirements. Agency shall comply with the requirements and standards of OMB Circular A-110, Attachments A, B, C, F, H, N, O, except as modified by 24CFR 570.502. (Subpart J, 570.502).

T. Cost Principles. (1) For Non-Profit Agencies: Agency shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations". (Subpart J, 570.502).

U. National Flood Insurance Program. Agency shall obtain flood insurance in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) for property acquired and/or improved under this Agreement which is within an area having special flood hazards as determined by County. (Subpart K, 570.605)

V. Labor Standards. Agency shall abide by and enforce all provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) as each applies to construction services provided under this Agreement. (Subpart K, 570.603)

W. Lead-Based Paint. Agency shall comply with the regulations at 24CFR 570.608 and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) for residential structures constructed or rehabilitated under this Agreement. (Subpart K, 570.608)

X. Debarred, Suspended or Ineligible Contractors. Agency shall not use funds provided by this Agreement directly or indirectly to employ, award contracts to or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension or placement in ineligibility status under the provisions of 24CFR Part 24. (Subpart K, 570.609)

Y. Construction Bonding and Insurance. All construction contracts or subcontracts over \$100,000 let as the result of this Agreement shall include the following requirements: a) a bid guarantee, such as a bid bond or certified check, from each bidder equivalent to five percent of the bid price; b) a performance bond for 100 percent of the contract price; and c) a payment bond for 100 percent of the contract price. All such bonds obtained must be from companies listed in Treasury Circular 570. (Subpart J, A-110B)

Z. Insurance. The Agency shall procure, pay for and maintain comprehensive general liability insurance that includes but is not limited to premises/operations, and personal injury covering the liability assumed under indemnification language of this contract with limits of liability for personal injury and/or bodily injury including death of not less than \$300,000 each occurrence; and property damage of not less than \$100,000 each occurrence. (Combined single limits of not less than \$300,000 each occurrence.)

The Agency shall submit to the County, prior to the distribution of any funds under the Agreement, proof of insurance coverage which shall consist of a copy of all policies evidencing such coverage. The County reserves the right to request proof that the insurance premium for such policies effective during the term of this Agreement has been paid.

AA. Publicity. Any news release of other type of publicity pertaining to this Project must recognize Pinellas County and the U.S. Department of Housing and Urban Development as sponsors.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

\*Note: Two witnesses are required\*  
Witnesses: print or type name below signatures

PINELLAS COUNTY FLA.  
OFF. REC. BK 9283 PG 975

ATTEST:

SUBRECIPIENT

[Signature]  
Witness #1  
[Signature]  
Witness #2

By: [Signature]  
President  
Title

ATTEST:  
KARLEEN F. DeBLAKER, CLERK

PINELLAS COUNTY, FLORIDA  
by and through its  
Board of County Commissioners

By: [Signature]  
Deputy Clerk

By: [Signature]  
Steven M. Seibert, Chairman

G:\CDBGSPA\SPA\_1995-96\YWCA\_CBG.SPA

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By [Signature]  
Attorney

LAND USE RESTRICTION AGREEMENT  
PAGE 1 of 2

PINELLAS COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT

THIS LAND USE RESTRICTION AGREEMENT (hereafter known as the "Land Use Agreement") is entered into this 27<sup>th</sup> day of July 1995, between Pinellas County, Florida (hereafter known as the "County"), whose mailing address is 14 South Fort Harrison Avenue, Suite 3050, Clearwater, Florida 34616 and YWCA of Tampa Bay, (hereafter known as the "Agency") whose mailing address is 655 - 2nd Avenue South, St. Petersburg, Florida 33701.

This Land Use Agreement, executed in accordance with provisions of the Specific Performance Agreement YWC-95-CDBG-29, shall be properly filed and recorded by the County in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use of the property subject to and in accordance with the terms contained herein.

IN CONSIDERATION of funds the County has provided the Agency to finance or assist in the financing of the acquisition, construction, and/or rehabilitation by the Agency in lands in Pinellas County, Florida known as

**Block 81, lots 11-14 1.25 acres on the southeast quadrant of 6th Avenue South and 3rd Street  
South on the University of South Florida campus, St. Petersburg, Florida,**

the Agency, covenants and agrees that in connection with the construction, acquisition, rehabilitation, ownership, and/or operation of the Project described in Part I, Section A of the Specific Performance Agreement YWC-95-CDBG-29, it will comply with and agrees to the following:

1. Restrictions on Sale or Alteration of Use of Property. During the Effective Period defined below, all activities operated from the property described above shall be for the benefit of persons or households of which at least 51% have low- to moderate-income as defined by the U.S. Department of Housing and Urban Development. The Agency shall not, during the Effective Period defined below, sell the property or alter the use of the property so to be in conflict with the Scope of Services or this section. In the event that the Agency does not fully comply with the provisions of this section, the County shall invoke the provisions in Section 2 below.

2. Agency Selling or Altering Use of Property - Remedies. In the event that the Agency either sells the property or alters the use of the property in way that no longer conforms to the use specified in Part I, Section D of the Specific Performance Agreement YWC-95-CDBG-29, the Agency shall reimburse a pro-rata share of Pinellas County funds used for the Project specified in Part I, Section A of the Specific Performance Contract YWC-95-CDBG-29. The amount reimbursed shall be the current fair market value of the property listed above less any portion of the value attributable to the expenditure of funds other than grant funds as specified in that Specific Performance Agreement YWC-95-CDBG-29 for the acquisition of, or improvement to, said property. Alternatively, the County may, solely at its option, approve any transfer of title or change in use if such transfer or change is determined by the County to be consistent with overall community development objectives and the subsequent proposed use of the property is eligible under then current Community Development Block Grant regulations.

LAND USE RESTRICTION AGREEMENT  
PAGE 2 of 2

3. Effective Period. For the purposes of this Land Use Agreement, the Effective Period shall start on the day of execution by all parties of the Specific Performance Agreement YWC-95-CDBG-29 and expires thirty (30) years after that date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

\*Note: Two witnesses are required\*  
Witnesses: print or type name below signatures

WITNESS:

Peggy Sanchez  
Witness #1 Print name  
Katie Becha  
Witness #2 Print name

SUBRECIPIENT  
By: Sharon K. Jackson  
President  
Title

The foregoing instrument was acknowledged before me this 6 day of November, 1995 by Sharon K. Jackson YWCA on behalf of the Agency. He/she is personally known to me or has produced as identification and (did/did not) take an oath.

(SEAL)



JUDITH HUMBERT  
Comm. No. CC 470497  
My Comm. Exp. Aug. 20, 1999  
Bonded thru Richard Ins. A.C.U.

Judith Humbert  
(Signature of person taking acknowledgement)  
Judith Humbert  
(Name of officer taking acknowledgement - typed, printed, or stamped)  
  
(Title or rank)  
  
(Serial number, if any)

ATTEST:  
KARLEEN F. DeBLAKER, CLERK

By: Karleen F. DeBlaker  
Deputy Clerk

PINELLAS COUNTY, FLORIDA  
by and through its  
Board of County Commissioners  
By: Steven M. Seibert  
Steven M. Seibert, Chairman

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: A. G. Rhodes  
Attorney



SPECIFIC PERFORMANCE AGREEMENT  
PINELLAS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FY 1994-95 ACTIVITIES - B-94-UC-12-0005

This Agreement is entered into this **2nd** day of **August, 1994**, by Pinellas County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and, **Y.W.C.A. of Tampa Bay**; a nonprofit corporation organized and existing under the laws of Florida, having its principal office at; 655 Second Avenue South, St. Petersburg, Florida 33701 hereinafter referred to as the "SUBRECIPIENT," and

WHEREAS, Pinellas County has agreed with the United States Department of Housing and Urban Development (HUD) to conduct a Community Development Program with federal financial assistance under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Community Development Department, hereinafter called the "DEPARTMENT," will act on behalf of Pinellas County in conducting the program; and

WHEREAS, the SUBRECIPIENT has proposed to construct a 23,000 sq. ft. three story building that will contain 16 two-bedroom apartments, a child day care center and space for an array of social services. The site is 1 1/2 acre parcel on the corner of 3rd Street South and 6th Avenue South, St. Petersburg, Florida and is being donated by the University of South Florida. The facility will also be used for a college level internship program hereinafter referred to as the "PROJECT"; and,

WHEREAS, the estimated cost of PROJECT to COUNTY'S Community Development Program is \$100,000 (**One hundred thousand dollars**); and

WHEREAS, COUNTY has found that the PROJECT proposed by the SUBRECIPIENT is meritorious and has authorized the PROJECT in its Final Statement of Objectives approved by COUNTY on August 2, 1994; and

WHEREAS, this Agreement is in effect until PROJECT is either completed; or terminated or dropped as specified in paragraphs five (5), six (6) and seven (7) of this Agreement; and DEPARTMENT has closed out the PROJECT; or if applicable, until all program income has been expended or returned to the COUNTY.

THEREFORE, the parties agree as follows:

1. SUBRECIPIENT shall, in a satisfactory and timely manner as determined by the DEPARTMENT, carry out the PROJECT in accordance with this Agreement and the Implementation Plan developed in cooperation with DEPARTMENT. Any changes to the project description, or Implementation Plan must be approved by the DEPARTMENT and must be in conformance with HUD regulations for the Community Development Block Grant Program.

2. COUNTY, through DEPARTMENT, will provide funds for PROJECT directly to SUBRECIPIENT on a reimbursement basis and after receipt of all supporting documentation.

3. The SUBRECIPIENT agrees to indemnify and save harmless the COUNTY and all of its departments, officers and employees from any claim, suit, damage, or amounts recovered under the "Worker's Compensation Law," or any other laws, bylaws or decree arising from personal injury, bodily injury, including death or any property damage in connection with any of the functions performed pursuant to their AGREEMENT except for such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. In addition, the SUBRECIPIENT agrees to maintain insurance as required in this agreement and to provide a Certificate of Insurance to the DEPARTMENT.

4. SUBRECIPIENT shall not assign any interest in this Agreement without prior written consent of the COUNTY.

5. In accordance with 24 CFR 85.43, COUNTY may suspend, withhold, or terminate payment for PROJECT in whole or in part for cause upon no less than seven (7) calendar days notice in writing to the SUBRECIPIENT. Cause, which shall be determined by COUNTY, includes but is not limited to the following:

- (a) Improper use of PROJECT funds.
- (b) Failure to comply with either the terms and conditions of this Agreement or the Implementation Plan.
- (c) Refusal to accept conditions imposed by HUD.
- (d) Submittal to DEPARTMENT of documentation which is incorrect or incomplete in any material respect.
- (e) Changes in federal law or the availability of Community Development Block Grant funds which render the PROJECT impossible or infeasible.

6. Should circumstances occur which significantly delay project implementation, PROJECT may be dropped or rescheduled by DEPARTMENT, and funds which would have been reserved for the PROJECT may be used to carry out other Community Development activities. Such action would only be taken if it was determined to be in the best interests of the program and if good faith efforts to eliminate delays were unsuccessful.

7. The award of funds for PROJECT may be terminated in whole or in part for convenience, by SUBRECIPIENT upon written notification to COUNTY, or by COUNTY with the written consent of SUBRECIPIENT.

8. SUBRECIPIENT will comply with applicable uniform administrative requirements as described in 24 CFR 570.502 and will carry out PROJECT in compliance with all federal laws and regulations described in Subpart K of the Community Development Block Grant regulations, incorporated herein by reference. Further, SUBRECIPIENT will comply with all terms of the Community Development Block Grant Agreement and COUNTY requirements. Since COUNTY is responsible for its Community Development Block Grant program, SUBRECIPIENT will provide DEPARTMENT with opportunity to review all plans, contracts and other pertinent documentation prior to the commitment of funds in order to

confirm compliance with the above federal and local requirements.

9. To the best of SUBRECIPIENT'S knowledge and belief:

- (a) 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;
- (b) 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 any 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.

10. SUBRECIPIENT shall retain all records pertaining to the PROJECT for a period of three years after audit and/or resolution of audit findings involving this Agreement. These records shall be made available to COUNTY, HUD, and/or representatives of the Comptroller General of the United States for audit, inspection or copying purposes during normal business hours.

11. SUBRECIPIENT shall procure, pay for and maintain Comprehensive General Liability Insurance that includes but is not limited to premises/operations , and personal injury covering the liability assumed under indemnification language of this contract with limits of liability for personal injury and/or bodily injury including death of not less than \$300,000 each occurrence; and property damage of not less than \$100,000 each Occurrence. (Combined single limits of not less than \$300,000 each occurrence.) The SUBRECIPIENT shall provide Worker's Compensation Insurance in at least the limits as required by Florida law; Employer's Liability Insurance of not less than \$100,000 for each accident. Current Certificates of Insurance shall be provided to DEPARTMENT upon commencement of AGREEMENT.

12. In the event that SUBRECIPIENT should dispose of or alter the use of property constructed in part with COUNTY Community Development funds within 10 years after completion of PROJECT, then the pro-rata share of such shall be returned to COUNTY. The pro-rata share shall be calculated by determining the percentage of the total acquisition

and/or improvement cost that was contributed by COUNTY and applying that percentage to the fair market value of the property at the time of sale or conversion. SUBRECIPIENT shall bear the cost of any independent appraisals and review appraisals needed to determine fair market value if required by COUNTY. Alternatively, COUNTY may, solely at its option, approve any transfer of title or change in use if such change is determined by COUNTY to be consistent with overall community development objectives and the subsequent proposed use of the property is eligible under then current Community Development Block Grant regulations.

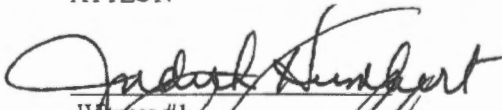
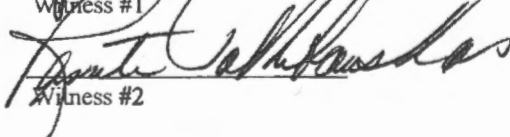
13. The Agreement as hereinabove set forth including all references, incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the parties as hereinbefore stated.

14. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are declared severable.

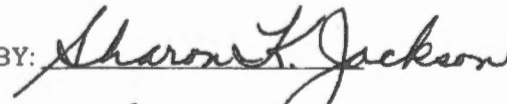
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**\*Note: Two witnesses are required\***  
Witnesses: print or type name below signatures

ATTEST:

  
Witness #1  
  
Witness #2


SUBRECIPIENT

BY:   
President  
Title

ATTEST:  
KARLEEN F. DeBLAKER, CLERK

By:   
Deputy Clerk

PINELLAS COUNTY, FLORIDA  
by and through its  
Board of County Commissioners

By:   
Bruce Tyndall, Chairman

## IMPLEMENTATION PLAN

Project: Y.W.C.A. Virginia Lazzara Family Village  
PW 94/23

Sponsor: Y.W.C.A. of Tampa Bay

Scope of Project:

The SUBRECIPIENT proposes to build a three story facility which will include a 16 unit apartment complex: eight two-bedroom units will be utilized for short term emergency shelter care and eight two-bedroom units will be utilized by families requiring longer term transition assistance. The facility will have an on site child care center and provide an array of social services along with an internship site for University of South Florida (USF) students. The site is a 1 1/2 acre parcel at the corner of Third Street South and Sixth Avenue South, St. Petersburg, Florida. The parcel is being donated by the USF. The total construction cost is estimated at \$1.5 million. DEPARTMENT has approved \$100,000 (one hundred thousand dollars) of CDBG funds for this project.

Means of Accomplishment:

SUBRECIPIENT will continue soliciting funds for construction until adequate funds have been committed for the PROJECT. If the SUBRECIPIENT notices that they will not reach their construction funding goal soon enough for construction to start this fiscal year they shall notify DEPARTMENT in a timely manner. DEPARTMENT will determine the disposition of its committed funds to this PROJECT. The SUBRECIPIENT will also be responsible for the design of the facility and the competitive bidding and awarding of the construction contract. The following documentation and process will be in effect or the SUBRECIPIENT will be notified that the City of St. Petersburg will be providing some or all of the federal contracting requirements. DEPARTMENT will provide federal procurement standards to include the prevailing Davis Bacon wage decision. These documents are to become part of the bid package and solicitation for bid request.

Steps/Documentation

- a. During design, any changes in scope or cost should be discussed with DEPARTMENT as the need for change occurs.
- b. Prior to soliciting bids, provide plans, bid documents, current estimate with cost breakdown as appropriate (identify CDBG funded portion if applicable) and advertisement copy.
- c. Prior to award, provide bid tab with staff recommendation.

- d. As soon as possible after award, provide evidence of contract award - e.g. Council minutes or letter to contractor.
- e. Schedule pre-construction conference. A DEPARTMENT representative must attend.
- f. Sponsor should make an effort to publicize the PROJECT and the fact that CDBG funds are being utilized. Promotional opportunities would include: signage, ground breaking, dedication, open house or whatever is appropriate for the PROJECT.
- g. If Change Orders are required, forward a copy to DEPARTMENT for signature prior to submitting it to Council.
- h. Submit supporting documentation with each request for reimbursement.
- i. Provide final quantitative data prior to or with final payment request.

Note: Prior to releasing payment, DEPARTMENT must have all necessary documentation and all payrolls from contractor. Any payroll discrepancies **MUST** have been corrected. DEPARTMENT will require weekly payrolls from all contractors working on this job even if contractor is not being funded directly with CDBG funds.

Direct Benefit Information:

The SUBRECIPIENT will track income information as to low and moderate income households served and provide a breakdown summarizing racial and ethnic information: White, Black, American Indian, Alaskan Native, Hispanic, Asian or Pacific Islander, also Female Head of Household. This information will be required annually for 10 years no later than September 30, of each year through the year 2006.

Schedule:

Design	10/94 - 04/95
Bid/Award	05/95 - 06/95
Construction	07/95 - 01/96

Performance Standards:

If SUBRECIPIENT fails to award a construction contract by August 31, 1995 the PROJECT will be considered significantly delayed as cited in paragraph six of the Specific Performance Agreement, and the funds reserved for the PROJECT may be used to carry out other Community Development activities.

No. \_\_\_\_\_  
BCC  
2:04 P.M.

40

Page 1 of 2

06-23-15  
Todd/SCHMIDT

#40 Resolution No. 15-61 adopted granting authorization to submit to the U.S. Department of Housing and Urban Development, Pinellas County's 2015-2019 Five-Year Consolidated Plan, including Pinellas County's 2015-2016 Annual Action Plan for Community Planning and Development; authorization for the Chairman or designee to sign and the Clerk to attest applications and certifications; authorization for the Chairman or designee to sign and the Clerk to attest specific performance and land use restriction agreements; authorization for the Chairman to serve as the Environmental Officer for multifamily projects; authorization for the Chairman to request release of funds and to sign and file a request for release of funds for multifamily projects; authorization for the Planning Department Director or designee to execute security instruments, agency agreements, and sign and file necessary forms, reports, and other administrative documents; and authorization for the Planning Department to hold a public hearing on needs and performance in the first quarter of 2016 to initiate the 2016-2017 Action Plan process. No correspondence has been received.

Mr. Woodard introduced the item, relating that it is a good example of how Pinellas County has been working with its municipal partners and helping to support local communities with important projects.

Planning Division Manager Renea Vincent conducted a PowerPoint presentation titled *Pinellas County Planning Department, 2015-2019 Consolidated Plan and 2015-2016 Annual Action Plan*, a copy of which has been filed and made a part of the record, and presented information regarding the Consolidated Plan, relating that it is updated and submitted every five years and is a prerequisite to receiving federal grant funds; whereupon, she discussed the Annual Action Plan, reporting that it is integrated into the Consolidated Plan and serves as the annual application for soliciting federal grant funding.

Ms. Vincent related that the County receives three types of grant funding, Community Development Block Grants, HOME Investment Partnership funding, and Emergency Solutions Grants; whereupon, she provided funding allocation information, indicating that the total Fiscal Year 2015/2016 funding allocation is approximately \$4.5 million, and discussed program partners.

No. 40  
BCC  
2:04 P.M.

Page 2 of 2  
06-23-15  
Todd/SCHMIDT

Ms. Vincent discussed five-year priority needs, including affordable housing, homeless needs, non-homeless special needs, and community development needs; whereupon, she presented information regarding Fiscal Year 2015/2016 Funded Projects and discussed the following topics:

- Target Area and Public Facility Improvement Programs.
- Public Infrastructure and Public Services Programs.
- Homeless and Homelessness Prevention Services Program.
- Housing Preservation and Housing Production Programs.
- Homeownership Promotion Program.
- Program Administration.

Following the presentation and in response to query by Chairman Morroni, Ms. Vincent confirmed that the total program income is \$4,484,323.00.

In response to the Chairman's call for persons wishing to be heard, Lael Giebel, Palm Harbor, appeared and expressed her support for the item.

Thereupon, Commissioner Justice advised that he would be abstaining from the vote because he has relatives who work for one of the organizations receiving funds, and in accordance with the provisions of the Standards of Conduct Law, he submitted a Memorandum of Voting Conflict, which has been filed and made a part of the record.

Motion	-	Commissioner Long
Second	-	Commissioner Welch
Vote	-	5 -- 0 (Commissioner Justice abstaining)

Affidavit of Publication



RESOLUTION NO. 15-61

APPROVAL OF AND AUTHORIZATION TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PINELLAS COUNTY'S 2015-2019 FIVE-YEAR CONSOLIDATED PLAN, INCLUDING PINELLAS COUNTY'S 2015-2016 ANNUAL ACTION PLAN FOR COMMUNITY PLANNING AND DEVELOPMENT; AUTHORIZATION FOR THE CHAIRMAN, OR DESIGNEE, TO SIGN AND THE CLERK TO ATTEST APPLICATIONS AND CERTIFICATIONS; AUTHORIZATION FOR THE CHAIRMAN, OR DESIGNEE, TO SIGN AND THE CLERK TO ATTEST SPECIFIC PERFORMANCE AND LAND USE RESTRICTION AGREEMENTS; AUTHORIZATION FOR THE CHAIRMAN TO SERVE AS THE ENVIRONMENTAL OFFICER FOR MULTIFAMILY PROJECTS; AUTHORIZATION FOR THE CHAIRMAN TO REQUEST RELEASE OF FUNDS AND TO SIGN AND FILE A REQUEST FOR RELEASE OF FUNDS FOR MULTIFAMILY PROJECTS; AUTHORIZATION FOR THE PLANNING DEPARTMENT DIRECTOR, OR DESIGNEE, TO EXECUTE SECURITY INSTRUMENTS, AGENCY AGREEMENTS, AND SIGN AND FILE NECESSARY FORMS, REPORTS, AND OTHER ADMINISTRATIVE DOCUMENTS; AUTHORIZATION FOR THE PLANNING DEPARTMENT TO HOLD A PUBLIC HEARING ON NEEDS AND PERFORMANCE IN THE FIRST QUARTER OF 2016 TO INITIATE THE 2016-2017 ACTION PLAN PROCESS.

WHEREAS, housing and other related community development activities are an area of need in Pinellas County and are established program objectives of the Pinellas County Board of County Commissioners; and

WHEREAS, Pinellas County's long term community development goal is to develop livable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low- and moderate-income, and to aid in the prevention and elimination of slum and blight; and

WHEREAS, the Federal Community Development Block Grant (CDBG) Program, Emergency Solutions Grant (ESG) Program, and HOME Investment Partnership (HOME) Program provide local governments with flexible financial assistance to meet the needs of low- and moderate-income people and aid in the elimination of slum and blight; and

WHEREAS, Pinellas County and the City of Largo have formed a partnership under the HOME Program to address affordable housing issues for low- and moderate-income households, with Pinellas County as the lead agency for the Consortium; and

WHEREAS, the Pinellas County Consortium's FY 2015-2019 Consolidated Plan identifies objectives and priorities for housing, community revitalization, homeless, and persons with special needs to be addressed over the next five years; and

WHEREAS, Pinellas County's 2015-2016 Annual Action Plan is a One-Year Plan specifying how Pinellas County will utilize CDBG and ESG funds and how Pinellas County and the City of Largo will utilize HOME funds in the first year to address priorities identified in the Five-Year Consolidated Plan; and

WHEREAS, the Consolidated Plan including the Annual Action Plan was developed through a process which included input from citizens and agencies through community meetings, public hearings, and through a competitive application process; and

WHEREAS, it is necessary for Pinellas County to contract through Specific Performance Agreements to carry out the projects and activities identified for funding in Pinellas County's Annual Action Plan; and

WHEREAS, it is necessary to enter into Land Use Restriction Agreements and Agency Agreements to specify grant recipient's financial and regulatory obligations; and

WHEREAS, it is necessary to execute all security instruments consistent with Housing Program policies to protect the County's interest in assisted properties; and

WHEREAS, HUD regulations require a site specific environmental review be performed and a site specific Request for Release of Funds be executed for every multifamily project in excess of two units; and

WHEREAS, it is necessary to hold a public hearing in the first quarter of 2016 at the beginning of the FY 2016-2017 Annual Action Plan process for identifying needs and reviewing past performance; and

WHEREAS, this public hearing can be held by the Planning Department on behalf of the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA, in its regular session duly assembled this 23<sup>rd</sup> day of June, 2015, does hereby approve the Pinellas County 2015-2019 Five-Year Consolidated Plan including the 2015-2016 Annual Action Plan in the amount of \$4,484,323, including program income, and authorizes submittal to the U.S. Department of Housing and Urban Development.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Chairman or designee be authorized to sign the Action Plan applications and certifications and the Clerk to attest.

NOW, THEREFORE, BE IT FURTHER RESOLVED that either the Chairman or, pursuant to Section 2-62, Pinellas County Code, the County Administrator, or their designee, is authorized to sign

and the Clerk to attest Specific Performance Agreements and Land Use Restriction Agreements pursuant to these grants.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Chairman be authorized to serve as the environmental officer for multifamily projects.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Chairman be authorized to request release of funds and to sign and file a Request for Release of Funds for multifamily projects with the U.S. Department of Housing and Urban Development.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Planning Department Director, or designee, be authorized to execute necessary security instruments, Agency Agreements, and sign and file necessary reports, forms, and other documents related to the administration and operation of the CDBG, ESG, and HOME Programs, including the Consolidated Annual Performance and Evaluation Report.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Planning Department be authorized to hold a public hearing in the first quarter of 2016 on behalf of the Board of County Commissioners to review community development and housing program performance and assess community needs.

Commissioner Long offered the foregoing resolution and hereby moved its adoption, which was seconded by Commissioner Welch and upon roll call, the vote was:

**AYES: Morrioni, Long, Welch, Eggers and Seel.**

**NAYS: None.**

**ABSENT AND NOT VOTING: Gerard.**

**ABSTAINING FROM VOTING: Justice.**

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY  
By Michelle Halsey  
Attorney

**CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan** --It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's 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
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification 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.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3** --It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

John Morroni 6/25/15  
 Signature/Authorized Official Date  
 John Morroni, Chair  
 Title



ATTEST: KEN BURKE, CLERK  
 By: [Signature]  
 Deputy Clerk

**APPROVED AS TO FORM  
 OFFICE OF COUNTY ATTORNEY**  
 By: Michelle Wallace  
 Attorney

## Specific CDBG Certifications

The Entitlement Community certifies that:

**Citizen Participation** --It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** --Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan** --It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** --It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2015, \_\_\_\_\_ (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds 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.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force --It has adopted and is enforcing:**

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws** --The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** --Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Laws** --It will comply with applicable laws.

John Morrone  
Signature/Authorized Official

6/25/15  
Date

John Morrone, Chair  
Title

ATTEST: KEN BURKE, CLERK  
By: Nat. Kay  
Deputy Clerk

**APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY**

By: Michelle Wallace  
Attorney

