

This instrument was prepared by:  
Stephanie Rayman, Pinellas County Housing  
and Community Development Department  
310 Court Street  
Clearwater, FL 33756

### AGENCY AGREEMENT

**Pinellas County Affordable Housing Development Program  
Community Development Block Grant (CDBG)  
HOME Investments Partnership Program (HOME)  
State Housing Initiative Partnership (SHIP)**

This Pinellas County Affordable Housing Development Program Agency Agreement (herein Agreement) is entered into as of the 6 day of February, 2024 (herein Effective Date), by and between **Pinellas County**, a political subdivision of the State of Florida, having its principal office at 310 Court Street, Clearwater, Florida 33756 (herein COUNTY) and **Heritage Oaks, LLLP**, a Florida Limited Liability Limited Partnership (herein AGENCY), having its principal address at 4144 N Armenia Avenue, Suite 220, Tampa, FL 33607.

WHEREAS, AGENCY has applied through the Pinellas County Affordable Housing Development Program for funding to develop and construct **Heritage Oaks Apartments**; and

WHEREAS, COUNTY operates a program providing Federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) and State Housing Initiatives Partnership (SHIP) funds for affordable housing development (herein Program); and

WHEREAS, COUNTY and AGENCY desire to enter into a written agreement assuring that the housing is developed in compliance with the terms and conditions imposed by the Program; and

WHEREAS, COUNTY and AGENCY have entered into a Leasehold Mortgage (herein Mortgage), Promissory Note (herein Note), and Land Use Restriction Agreement (herein LURA) of even date;

NOW THEREFORE, in consideration of the promises and covenants contained herein, AGENCY agrees as follows:

#### **1. USE OF PROGRAM FUNDS**

AGENCY shall use the Program funds provided to finance the development and construction of 80 affordable rental housing units, to be known as **Heritage Oaks Apartments**, on the property located in the County of Pinellas, State of Florida, located at 12455 130<sup>th</sup> Avenue N, Largo FL 33774, and further described in the legal description on Exhibit A (herein Property).

The Property is to be developed as affordable residential rental housing in accordance with Program requirements. The AGENCY covenants that for the duration of the Affordability Period defined in the LURA, a minimum of **51% of the units will be set aside for residents with incomes at or below 80% of the Area Median Income (AMI)** for the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area (MSA), adjusted for family size and units will be rented to income-eligible tenants as further defined below. This Agreement incorporates by reference terms and conditions described in the Mortgage, Note, and LURA, of even date and any other agreements enforcing the Program requirements associated with said Mortgage, Note, and LURA.

The budget for the Project is estimated to be Thirty One Million Two Hundred Fifty-Four Thousand Five Hundred Fifty-Two and No/100 Dollars (\$31,254,552.00) of which **One Million and No/100 Dollars (\$1,000,000.00)** of CDBG funding, **One Million, Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)** of HOME funding, and **Eight Hundred Sixty Thousand and No/100 Dollars (\$860,000.00)** of SHIP funding is provided by the COUNTY. Eligible expenses incurred on or after the effective date of this Agreement will be reimbursed in accordance with the terms and conditions of Section 9 (Request for Disbursement of Funds) and with the Mortgage and the Note. Project construction will commence and be completed as defined and set forth in the affordable housing development schedule attached hereto as Schedule A. Construction will progress in accordance with the construction schedule submitted by AGENCY to obtain financing and as incorporated in Schedule A.

## **2. AFFORDABILITY OF PROGRAM-ASSISTED UNITS**

During the Affordability Period, of the **Eighty (80)** total units in the Project, **Four (4)** of the units shall be SHIP-Assisted units, **Forty-one (41)** of the units shall be CDBG-Assisted units, and **Nine (9)** of the units shall be HOME-Assisted floating units. Assisted Units in the Project shall be rented or held available for rental on a continuous basis to persons or families who, at the commencement of occupancy by each tenant of such Assisted Unit, shall have annual incomes which do not exceed Assisted Unit set-aside requirements as follows:

- A. **CDBG-Assisted Units: All Forty-one (41)** CDBG-Assisted units shall be set-aside for households that have a total annual gross household income that does not exceed **Eighty percent (80%)** of the AMI for the MSA, adjusted for family size.
- B. **HOME-Assisted Units: Seven (7) of the Nine (9)** HOME-Assisted units shall be set-aside for households that have a total annual gross household income that does not exceed **Sixty percent (60%)** of the AMI for the MSA, adjusted for family size. Rents for these **Seven (7)** units shall be restricted to the **High HOME Rent** limit. **Two (2) of the Nine (9)** HOME-Assisted units shall be set-aside for households that have a total annual gross household income that does not exceed **Fifty percent (50%)** of the AMI for the MSA, adjusted for family size. Rents for these **Two (2)** units shall be restricted to the **Low HOME Rent** limit.

HOME Rent limits shall be calculated according to HOME Program requirements as stated in 24 CFR 92. The calculation of Fair Market Rents, and High and Low "HOME Rents" includes utilities; therefore, maximum HOME Rents must be reduced if the tenant pays for some or all utilities. Maximum rent limits and allowances for utilities are revised annually and are available from the COUNTY.

- C. **SHIP-Assisted Units: Two (2) of the Four (4)** SHIP-Assisted Units shall be set-aside for households that have a total annual gross household income that does not exceed **Fifty percent (50%)** of the Area Median Income (AMI) for the Tampa-St. Petersburg-Clearwater Metropolitan Statistical Area (MSA), adjusted for family size and **Two (2) of the four (4)** SHIP-Assisted Units shall be set-aside for households that have a total annual gross household income that does not exceed **Eighty percent (80%)** of the AMI for the MSA, adjusted for family size. Income limits are calculated annually by the United States Department of Housing and Urban Development and the maximum rental amounts for each income threshold shall be as promulgated annually by the Florida Housing Finance Corporation for the State Housing Initiatives Partnership Program.

Rents for all SHIP-Assisted units shall be restricted to the **SHIP Program Rent Limits**. Maximum eligible income and rent limits which are revised annually and are available from the COUNTY.

During the duration of the Affordability Period, the AGENCY shall maintain accurate record of and provide annually to COUNTY for review, information regarding the occupancy and contract rents for each tenant of each Assisted Unit above, in accordance with 24 CFR 92.252(f)(2).

The AGENCY shall provide the COUNTY with the address for each of the assisted housing units no later than January 1, 2026.

### **3. INCOME ELIGIBILITY; PROJECT REQUIREMENTS**

The AGENCY shall determine and verify the income eligibility of tenants in accordance with HUD Section 8 housing assistance programs in 24 CFR Part 5, or an alternative method pre-approved by the COUNTY for the Project. The AGENCY shall calculate gross annual income by annualizing verified sources of income to be received by the household during the twelve (12) months following the effective date of the determination. The AGENCY shall ensure compliance with project requirements as defined in 24 CFR 92, Subpart F.

### **4. TENANT LEASES AND PROTECTIONS**

The AGENCY shall not charge tenants fees that are not customarily charged in rental housing in accordance with 24 CFR 92.504(e). Tenants applying for rental housing units shall be qualified on a first-come, first-served basis. Tenants must be income-eligible and must occupy the rental unit as a primary residence. The AGENCY shall comply with the provisions of 24 CFR 570, Florida Landlord Tenant Act, Florida Administrative Code, CDBG, and any local and COUNTY ordinances and requirements, which prohibit certain lease terms. All tenant leases for assisted units shall be expressly subordinate to the Mortgage and shall contain clauses, among other, wherein each individual lessee:

- a) Agrees that the household income, household composition and other eligibility requirements shall be deemed substantial and material obligations of the tenancy; that the tenant will comply promptly with all requests for information with respect thereto from the AGENCY or the COUNTY, and that tenant's failure to provide accurate information about household income or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his/her tenancy; and
- b) Agrees not to sublease to any person or family who does not meet income qualifications as determined, verified, and certified in writing by AGENCY; and
- c) States that the rental unit is the primary residence of the tenant; and
- d) Agrees that the lease shall be for no less than a one-year period, unless other terms are mutually agreed upon by AGENCY and tenant.

### **5. PROPERTY STANDARDS**

The AGENCY attests that Project will meet all applicable local codes, standards, ordinances, and zoning ordinances and meet property standards defined in 24 CFR 92.251 at the time of project completion and throughout the duration of the Affordability Period. Project will also meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, and the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

## 6. LABOR STANDARDS

AGENCY agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. AGENCY agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. AGENCY shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY upon request.

AGENCY agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. AGENCY shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

## 7. SECTION 3

- a) COMPLIANCE. AGENCY acknowledges that the entire Property must remain in compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this contract and binding upon the County, the AGENCY subcontractors. Failure to fulfill these requirements shall subject the COUNTY, AGENCY, AGENCY Subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The AGENCY certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

AGENCY further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

AGENCY further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the Property is located; where feasible, priority should be given to low- and very low-income persons within the service area of the property or the neighborhood in which the property is located, and to low- and very low-income participants in other

HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including Reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the Property is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the property is located, and to low- and very low-income participants in other HUD programs.

AGENCY certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) NOTIFICATIONS. AGENCY agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) SUBCONTRACTS. AGENCY will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. AGENCY will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

## **8. TERM**

This Agreement must remain in effect throughout the development process of the Property and is terminated upon completion and initial lease-up of all units, including all Assisted Units.

## **9. REQUEST FOR DISBURSEMENT OF FUNDS**

- a) AGENCY shall carry out the Property under this AGREEMENT in accordance with the following:
  - i. AGENCY shall obtain from at least two properly licensed and insured contractors written bids for any construction services solicited for rehabilitation improvements described in Section 1 (Project Description). Said bids shall be submitted to DEPARTMENT with a request for approval to accept the recommended bid as reasonable and acceptable.
  - ii. AGENCY shall have a preconstruction conference, with a DEPARTMENT representative in attendance, with all prime contractors.
  - iii. AGENCY shall ensure that the construction contractor has the appropriate license(s) to do the intended work and that necessary construction permit(s) are obtained.
- b) The AGENCY may not request disbursement of funds under this Agreement or the Note until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. The COUNTY reserves the right to deny payment of incomplete or altered invoices, inadequately documented expenses, or expenses for items and services the COUNTY deems not to be usual, customary and reasonable expenses related to improvements of the Property. Additionally, the COUNTY reserves the right to not pay any contractor, subcontractor, material men or supplier wherein a dispute arises.
- c) If AGENCY receives notification from a third-party funding source of an offer for additional funding to complete the Property, AGENCY shall notify COUNTY in writing within thirty (30) days of receiving notification and submit a cost allocation plan for approval by COUNTY within forty-five (45) days of said

notification. Should AGENCY collect any third-party payments for eligible activities for which COUNTY has reimbursed AGENCY, AGENCY shall reimburse COUNTY up to the total amount reimbursed by COUNTY.

- d) The COUNTY shall pay for the work performed based on the AGENCY'S delivery to the COUNTY of (i) an invoice, (ii) AIA G703, (iii) check request, (iv) the delivery of an executed Partial Release of Lien or Final Release of Lien for the work associated with the application for payment, and (v) such other documentation and information as reasonably requested by the COUNTY. Requests for the payment of construction related costs shall be limited to one request per month and a total of Six (6) requests for the entire Property. Construction draw requests shall be in accordance with the AGENCY'S executed agreement with the construction contractor (Contractor), and prior to submission to the COUNTY shall be signed by the Contractor, the AGENCY, and a qualified owner's representative who shall attest to the completion and quality of all work for which payment is being requested. Upon receipt and acceptance of a complete reimbursement request, COUNTY shall pay AGENCY in accordance with 2 C.F.R. 200.305(b) (3) (Payment).
- e) All disbursements by the COUNTY will be made to the AGENCY who shall be responsible for paying the Contractor. Retainage in the amount specified in the construction contract with the Contractor will be disbursed after all required work has been satisfactorily completed and the renovated apartments are ready for occupancy, in the COUNTY's reasonable discretion. Notwithstanding anything herein to the contrary, the COUNTY shall have no obligation to fund the work if (i) the AGENCY is in default under the terms of this Agreement or any other agreement between the AGENCY and the COUNTY, or (ii) the work subject to the payment request does not meet the minimum standards set forth by the COUNTY, or (iii) the draw request includes items not in a budget approved by the COUNTY. The COUNTY has the right, to be exercised in its sole and absolute discretion, to delay funding of the work until such time that it receives a title endorsement from a nationally recognized title insurance company providing that the Property and the improvements thereon, are free from construction liens. The AGENCY shall comply with Chapter 713, Florida Statutes in all respects.
- f) AGENCY agrees that in the event that any grant is reduced or withheld by HUD, COUNTY shall not be liable for payment of Property expenses remaining unfunded by said reduced or withheld amount of the grant, with the exception of services or activities contracted by the AGENCY, prior to notification by HUD to COUNTY of grant reduction or grant funding withheld.
- g) AGENCY shall insure recognition of the role of the COUNTY in providing funding through this AGREEMENT. Where possible, all media, press releases, and publications utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source.
- h) AGENCY shall comply with all other requirements in Attachment A, Financial and Administrative Requirements, and Attachment B, Employment and Personnel Requirements, adopted and incorporated herein.

## 10. SPECIFIC GRANT INFORMATION

2 C.F.R. Part 200.331(a) (1) (Federal Award Identification) requires that certain specific information about the Grant be included in this AGREEMENT. Such information, consistent with the accordant subsections under 2 C.F.R. Part 200.331(a) (1), follows:

(a)	Subgrantee's Name	Heritage Oaks, LLLP
(b)	Subgrantee's DUNS Number (Unique Entity Identifier)	Enter Agency Duns from FFATA

(c)	Federal Award Identification Number (FAIN)	B-19-UC-12-0005; B-20-UC-12-0005; B-21-UC-12-0005; H-18-DC-12-0217; H-19-DC-12-0217; H-20-DC-12-0217
(d)	Federal Award Date	November 3, 2016
(e)	Subaward Period of Performance Start and End Date	August 1, 2023 – September 30, 2028
(f)	Amount of Federal Funds Obligated by this Action ( <i>“by the pass-through entity to the subgrantee”</i> )	\$2,500,000.00 through associated Mortgage and Promissory Note
(g)	Total Amount of Federal Funds Obligated to Subgrantee ( <i>“by the pass-through entity including the current obligation”</i> )	\$2,500,000.00 through associated Mortgage and Promissory Note
(h)	Total Amount of the Federal Award ( <i>“committed to the subgrantee by the pass-through entity.”</i> )	\$2,500,000.00 through associated Mortgage and Promissory Note
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Production of new affordable rental housing development - 80 affordable rental housing units, including demolition, site work and construction.
(j)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(k)	Pass-Through Entity, GRANTEE	Pinellas County
(l)	Contact Information for Awarding Official, GRANTEE	Bruce Bussey Community Development Manager 310 Court Street, Clearwater, Florida 33756 Phone: 727-464-8234
(m)	CFDA Number and Name	CDBG - 14.218 Community Development Block Grant/Entitlement Grants HOME – 14.239 HOME Investment Partnerships Program
(n)	Amount Made Available Under Each Federal Award	B-19-UC-12-0005 - \$2,439,396.00 B-20-UC-12-0005 - \$2,518,826.00 B-21-UC-12-0005 - \$2,551,26.00 H-18-DC-12-0217 - \$1,349,340.00 H-19-DC-12-0217 - \$1,267,227.00 H-20-DC-12-0217 - \$1,327,488.00
(o)	Identification of Whether the Award is R&D	Award not for R&D
(p)	Indirect Cost Rate for the Federal Award (including if the de minimis rate is charged)	N/A

## 11. PROPERTY MANAGEMENT

The COUNTY reserves the right to require the AGENCY to enter into a contract with a property management firm approved by the COUNTY, not to be unreasonably withheld, conditioned or delayed, for professional management services for the Property providing for leasing, collection of rents, maintenance and repair of Property, and other property management tasks as the COUNTY may reasonably require. Such contract shall stipulate that the contract will not be amended or terminated without prior written consent of the COUNTY.

## **12. MONITORING AND INSPECTION**

The AGENCY acknowledges that the COUNTY or its designee must, from time to time, inspect each assisted unit for compliance with local code requirements and Housing Quality Standards as defined for the HUD Section 8 Program, and agrees to facilitate such inspections with tenants as reasonably necessary.

## **13. ACQUISITION, RELOCATION AND DISPLACEMENT**

The AGENCY acknowledges that the AGENCY will bear sole responsibility for any costs or reimbursements, legal or otherwise, from person or persons claiming that they have been involuntarily displaced by the acquisition of real property associated with development of the Property.

## **14. NONDISCRIMINATION**

The AGENCY shall not discriminate, as defined by local, State, or Federal Statutes, on the basis of race, creed, color, sex, age, disability, family status, or national origin in the rental of the units within the Property or in connection with the employment or application for employment of persons for the construction, or management of the Property. The AGENCY shall not illegally discriminate against prospective tenants during or after the solicitation process.

## **15. CONSULTANT ACTIVITIES**

For federally funded projects, the AGENCY agrees to comply with the guidelines of 24 CFR 92.358 that no person providing consultant services shall receive more than a reasonable rate of compensation for services paid with Federal Funds.

## **16. DEFAULT**

The AGENCY will be in default of this AGREEMENT, if AGENCY materially fails to perform under this Agreement, including but not limited to:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the AGENCY to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT; or
- d) Submission by the AGENCY to COUNTY of reports that are incorrect or incomplete in any material respect.

In the event of a default by AGENCY, COUNTY may impose additional conditions, including requiring additional information from AGENCY to determine reasons for, or extent of, noncompliance or lack of performance, withhold authority to proceed to the next phase, require additional property monitoring, require the AGENCY to obtain technical or management assistance. COUNTY may also give AGENCY a reasonable opportunity to cure the default; reasonableness shall be determined by COUNTY and shall be based upon the nature and extent of the default.



## 17. REMEDIES

In the event of a default, COUNTY shall be entitled, in addition to all other remedies provided in law or equity:

- a) To compel specific performance by AGENCY of its obligations under this AGREEMENT;
- b) In accordance with 2 C.F.R. Part 200.338, if COUNTY determines in its sole, but reasonable discretion that non-compliance or non-performance of the terms of the Agreement cannot be remedied by the imposition of additional conditions, or if COUNTY reasonably determines that an opportunity to cure the default is unwarranted or will likely be ineffective, COUNTY may take one or more of the following actions upon seven (7) calendar days' notice in writing to AGENCY:
  - i. Temporarily withhold reimbursement requests pending correction of the identified deficiency;
  - ii. Disallow use of funds and any applicable matching credit for all, or a part of the cost of the activity or action not in compliance;
  - iii. Initiate suspension or debarment proceedings;
  - iv. Withhold further Federal awards for the property or program;
  - v. Wholly or partly suspend or terminate the AGREEMENT; or
  - vi. Take any other legal or equitable action available.

Per 2 C.F.R. Part 200.341, AGENCY will be entitled to hearings, appeals or other administrative proceedings to which AGENCY is entitled under any statute or regulation applicable to the action involved.

## 18. TERMINATION

Termination for cause. This AGREEMENT may be terminated by COUNTY for cause in accordance with Section 17 herein (Remedies).

Termination for convenience option. This AGREEMENT may be terminated by COUNTY or AGENCY, in whole or in part, upon sixty (60) days written notice by the terminating party, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination initiated by AGENCY, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety. When applicable, the COUNTY will follow requirements per 2 C.F.R. Part 200.339 for reporting termination of AGREEMENT to the OMB-designated integrity and performance system, System for Award Management (SAM) database.

Closeout. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.343 (Closeout) and 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities).

Effects of Termination. Costs to the AGENCY resulting from obligations incurred by the AGENCY, or during a suspension after termination of the AGREEMENT are not allowable unless the COUNTY otherwise expressly authorizes AGENCY in the notice of suspension or termination. Costs to the AGENCY during suspension or after termination are allowable if resulting from obligations which were properly incurred before the effective date of suspension or termination, or if the costs would be allowable if the AGREEMENT was not suspended or expired normally at the end of the AGREEMENT in which the termination takes effect.

## **19. HOLD HARMLESS**

The AGENCY shall defend, indemnify and hold the COUNTY and all of its 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 matter resulting from or connected with any accident, injury, death or damage that may happen during the time period covered by this Agreement, provided that the claims do not arise from the actions of the COUNTY or its officers or employees. 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.

## **20. INSURANCE**

The AGENCY shall maintain insurance coverage in form and amount deemed reasonably adequate by the COUNTY for all risks inherent in the functions and aspects of its operation including but not limited to risks of fire, casualty, automobile liability coverage, workmen's compensation insurance as required by law, and public liability insurance for personal injury and property damage. As a minimum, the AGENCY shall maintain coverage: worker's compensation insurance in the amount of \$500,000 per employee, per employee disease, maximum statutory limits; commercial general liability insurance general aggregate \$2,000,000, Products/Completed Operations Aggregate \$2,000,000, Personal Injury and Advertising Injury \$1,000,000, each occurrence \$1,000,000, and property and flood insurance must be maintained in an amount equal to the replacement value of the Property for the duration of the Agreement. During process of construction, Builders Risk insurance is required in an amount equal to Guaranteed Maximum Price of construction throughout period of construction. Policies will name COUNTY as additional insured and loss payee.

## **21. NOTICES; AGREEMENT REPRESENTATIVES**

- a) Notices required by this AGREEMENT shall be in writing and delivered via mail (postage required), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notices delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise identified in this AGREEMENT or modified by subsequent written notice.
- b) Property shall be conducted and administered under the direction of AGENCY representative. Unless otherwise specified herein or necessary, AGENCY representative shall coordinate Property implementation with COUNTY representative (Project Manager). Further, unless otherwise stipulated herein or necessary, all notices, invoices, payments, reports, and other written communications shall be conducted and exchanged between the representatives for AGENCY and COUNTY, the contact information for whom follows:

ADDRESS OF PINELLAS COUNTY

Affordable Housing Administrator  
Pinellas County  
310 Court Street  
Clearwater, Florida 33756

ADDRESS OF AGENCY

Heritage Oaks, LLLP  
Attn: Brian Evjen  
4144 N Armenia Avenue, Suite 220  
Tampa, FL 33607

## **22. COPYRIGHTS AND PATENTS**

If this Agreement results in a book or other copyright materials or patent materials, AGENCY may copyright or patent such, but Pinellas COUNTY and the State of Florida reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use such materials and to authorize others to do so.

### **23. ASSURANCE OF PUBLIC PURPOSE**

The AGENCY covenants that if the AGENCY is unable or unwilling to renovate the Property in accordance with the terms and conditions incorporated herein, no lease, sale, or title transfer to any third party shall occur prior to giving the COUNTY, a 90 (ninety) day notification, during which time the COUNTY shall have the right, solely at the COUNTY'S discretion, to purchase or find another AGENCY to purchase the Property, in order to carry out the eligible activities of the Program.

### **24. AFFIRMATIVE MARKETING**

The AGENCY shall adopt appropriate procedures for affirmatively marketing the assisted units of the Heritage Oaks Apartments. Affirmative marketing consists of good faith efforts to provide information and otherwise to attract to the available housing, eligible persons from all racial, ethnic and gender groups in the housing market area. The AGENCY shall be required to use affirmative fair housing marketing practices in soliciting renters, determining eligibility, concluding transactions, and affirmatively further fair housing efforts. The AGENCY must maintain a file containing all marketing efforts (i.e. copies of newspaper ads, memos of phone calls, copies of letters, etc.) to be available for inspection on request by the COUNTY. The AGENCY must provide a description of intended actions that will inform and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market of the available housing. The AGENCY must provide the COUNTY with an assessment of the affirmative marketing program. Said assessment must include: a) methods used to inform the public and potential renters about federal fair housing laws and affirmative marketing policy, b) methods used to inform and solicit applications from persons in the housing market who are not likely to apply without special outreach; and c) records describing actions taken by the participating entity and/or owner to affirmatively market units; and records to assess the results of these actions.

### **25. ENFORCEMENT OF AGREEMENT**

The benefits of this Agreement shall inure to and may be enforced by the COUNTY for the duration of the Agreement, whether or not the COUNTY shall continue to be the holder of the Mortgage, whether or not the Property loan may be paid in full, and whether or not any bonds issued for the purpose of providing funds for the property are outstanding. The AGENCY warrants that it has not, and will not, execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith. However, this shall not preclude the COUNTY from subordinating its loan to construction financing.

### **26. FORCE MAJEURE**

The AGENCY covenants and agrees that subject to matters of force majeure the work shall be completed on or before Twenty-four (24) months from the date of this Agreement. This Agreement shall be amended between the COUNTY and the AGENCY when all permits have been issued to set forth and determine the date of commencement of the work. Matters of force majeure shall include, but not necessarily be limited to bonafide weather disturbances, strikes, shortages of material, governmental delays exclusive of those caused by or as a result of the fault of the Construction Manager and those matters over which the Construction Manager has no control. Force majeure shall not be construed to reduce the obligation of the AGENCY to timely complete the property because the failure of contractors and subcontractors to timely complete their work, unless such delay is within the definition of the term force majeure.

## **27. MODIFICATIONS**

COUNTY or AGENCY may amend this AGREEMENT at any time to conform with Federal, state or local governmental guidelines and policies, or for other reasons provided that such amendments make specific reference to this AGREEMENT, and are executed in writing, signed by a duly authorized representative of COUNTY and AGENCY, and approved by the COUNTY'S governing body. Such amendments will not invalidate this AGREEMENT, nor relieve or release the COUNTY or AGENCY from its obligations under this AGREEMENT.

## **28. ASSIGNABILITY**

AGENCY shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT without the prior written approval of COUNTY. All 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 requirements are included in said subcontracts and all subcontractors abide by said requirements.

AGENCY shall not pledge, mortgage this grant award, or any interest therein or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the written approval of the COUNTY.

## **29. GOVERNING LAW**

AGENCY agrees to comply with the following Federal laws incorporated herein by reference as though set forth in full, which shall govern this AGREEMENT except as otherwise provided herein:

- a) Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.);
- b) Terms and conditions of the government grants under Title IX, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.);
- c) Title 24 of the Code of Federal regulations, 570 (HUD regulations concerning CDBG);
- d) The "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," codified at 2 C.F.R. Part 200; and
- e) Any and all laws, statutes, ordinances, rules, regulations or requirements of the Federal, State or local governments, and any agencies thereof, which relate to or in any manner affect the performance of this AGREEMENT.

Further, AGENCY agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing AGENCY'S organization and governing the Award provided under this AGREEMENT. Attachment C, Federal Program Requirements, provides a partial overview of federal requirements as they relate to the Award. AGENCY further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available. This AGREEMENT incorporates all terms and conditions of the Grant and are hereby imposed upon AGENCY. Moreover, those rights reserved by HUD in the Grant are hereby reserved by the COUNTY to the extent permitted by law.

The laws of the State of Florida shall otherwise govern this AGREEMENT.

## **30. RELATIONSHIP OF THE PARTIES**

Nothing contained in this AGREEMENT is intended to, or will be construed in any manner, as creating or

establishing the relationship of employer/employee between the parties. AGENCY will at all times remain an independent entity with respect to performance of the Property. COUNTY will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the AGENCY is an independent entity.

### **31. PERFORMANCE WAIVER**

COUNTY'S failure to act with respect to a breach by AGENCY does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision will not constitute a waiver of such right or provision. 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.

### **32. SEVERABILITY**

If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT will not be affected thereby and all other parts of this AGREEMENT will nevertheless be in full force and effect.

### **33. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and AGENCY for the use of funds received under this AGREEMENT and it supersedes all prior communications and proposals, whether electronic, oral, or written between COUNTY and AGENCY with respect to this AGREEMENT.

COUNTY and AGENCY may execute this AGREEMENT in counterparts, each of which is deemed an original and all of which constitute only one AGREEMENT.

(SIGNATURE PAGE(S) TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and delivered on their behalf as of the date first set forth above.

Signed, sealed, and delivered in the presence of:  
\*Note: two witnesses are required\*

For: **Heritage Oaks, LLLP**  
**A Florida Limited Liability Limited Partnership**  
Federal Employee ID Number: **59-3171557**

By: **Newstar Heritage Oaks, Inc**  
a Florida Corporation, its Special Limited Partner

By: *B.E.*  
Name: Brian Evjen  
Title: President  
Address: 4144 N Armenia Avenue, Ste. 220  
Tampa, FL 33607

Date: \_\_\_\_\_

*Elizabeth A. Baker*  
Witness #1 Signature  
Print Name: Elizabeth A Baker  
Address: 2112 SW 34th St.  
Gainesville, FL 32608

*Joey Towne*  
Witness #2 Signature  
Print Name: Joey Towne  
Address: 2112 SW 34th St  
Gainesville, FL 32608

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ( ) online notarization, this 2nd day of Feb., 2024 by **Brian Evjen, President of Newstar Heritage Oaks, Inc., the Special Limited Partner, of Heritage Oaks, LLLP, a Florida limited liability limited partnership**, who is ( ) personally known to me or ( ) who has produced David Evjen as



(NOTARY STAMP/SEAL ABOVE)

*Elizabeth A. Baker*  
(Signature)  
Elizabeth A. Baker  
(Name of Notary, typed, printed, or stamped)

Signed, sealed, and delivered in the presence of:  
\*Note: two witnesses are required.

For: **PINELLAS COUNTY**, a political subdivision,  
of the State of Florida

By: *Barry A. Burton*  
Name: Barry A. Burton  
Title: County Administrator  
Address: 310 Court Street  
Clearwater, FL 33756  
Date: February 6, 2024

Della Klug  
Witness #1 Signature  
Print Name: Della Klug  
Address: 315 Court Street  
Clearwater, FL 33756

*Jo Alejandra Lugo*  
Witness #2 Signature  
Print Name: Jo Alejandra Lugo  
Address: Jo Alejandra Lugo  
315 Court Street, Clearwater, FL 33756

APPROVED AS TO FORM  
By: *Derrill McAteer*  
Office of the County Attorney

## ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

### A1. FINANCIAL MANAGEMENT

- a) **Accounting Standards.** **AGENCY** agrees to comply with 2 C.F.R. Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b) **Cost Principles.** **AGENCY** will administer its program in conformance with 2 C.F.R. Part 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.
- c) **Duplication of Costs.** **AGENCY** certifies that work to be performed under this AGREEMENT does not duplicate any work to be charged against any other contract, subcontract or other source.

### A2. REQUIRED WRITTEN POLICIES, PROCEDURES

- a) **General.** **AGENCY** will provide the following written policies or procedures in accordance with 2 C.F.R. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 C.F.R. 5.106:
  - i. Conflict of Interest Policy, in accordance with 2 C.F.R. 200.112 (Conflict of Interest), 2 C.F.R. 200.318(c) (General Procurement Standards)
  - ii. Cost Allowability Procedures for determining the allowability of costs in accordance with 2 C.F.R. 200.302(b) (7) (Financial Management) and 2 C.F.R. 200.403 (Factors Affecting Allowability of Costs)
  - iii. Cash Management/Payment Timing Procedures to implement the requirements of 2 C.F.R. 200.305 (Payment)
  - iv. Procurement/Purchasing Policy, in accordance with 2 C.F.R. 200.318(a) (General Procurement Standards), 2 C.F.R. 200.319(c) (d) (Competition), and 2 C.F.R. 200.320 (Methods of Procurement), 2 C.F.R. 200.323(a) (Contract Cost and Price), 2 C.F.R. 200.325 (Bonding Requirements)
  - v. Compensation, Fringe Benefits and Travel Costs, in accordance with 2 C.F.R. 200.430 (Compensation-Personal Services), 2 C.F.R. 200.431 (Compensation-Fringe Benefits), 2 C.F.R. 200.474 (Travel Costs)
  - vi. If applicable. Gender Identity Equal Access Operating Policy and Procedures, in accordance with 24 C.F.R. 5.106 (Equal Access in Accordance with the Individual's Gender Identity in Community Planning and Development Programs) If **AGENCY** is a manager or owner of temporary or emergency shelters or other buildings and facilities and providers of services.

### A3. DOCUMENTATION AND RECORDKEEPING

- a) **Records to Be Maintained.** **AGENCY** will maintain all records required by the Federal regulations specified in 24 C.F.R. Part 570.506, 2 C.F.R. 200.302 (Financial Management) and 2 C.F.R. 200.333 (Records Retention) that are pertinent to the activities to be funded under this AGREEMENT. Such records include but are not limited to:
  - i. Records providing a full description of each activity undertaken;
  - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - iii. Records required to determine the eligibility of activities;
  - iv. Client data demonstrating client eligibility. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of benefit provided.

**AGENCY** understands that protected personally identifiable information (PII) is private and, when not directly connected with the administration of this AGREEMENT, shall not be disclosed, unless written consent is obtained from such person receiving benefit and, in the case of a minor, that of a responsible parent/guardian;

- v. Records demonstrating compliance with Affirmative Marketing requirements;
  - vi. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - vii. Records documenting compliance with the civil rights components of the CDBG program;
  - viii. Financial records as required by 24 C.F.R. Part 570.502, and 2 C.F.R. Part 200.333;
  - ix. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to CDBG-funded construction projects; and
  - x. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.
- b) **Access to Records and Retention.** **AGENCY** shall at any time during normal business hours, and as often as **COUNTY** and/or the Federal Government 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 **COUNTY** and/or its designated authorized representative to audit and examine the same for the purposes of making audit, examination, excerpts and transcriptions.

All records pertaining to this AGREEMENT shall be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. Notwithstanding the above, if any litigation, claim, audit, negotiation or other action that involves any of the records cited and that has started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by state law.

- c) **Audits and Inspection.** If **AGENCY** expends more than \$750,000 or more in a fiscal year in Federal awards from all sources, **AGENCY** shall have a single or program-specific audit conducted for that year in accordance with 2 C.F.R. Part 200.501 – Audit Requirements. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228. Audit report shall be submitted to DEPARTMENT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, unless **AGENCY** and the DEPARTMENT agree to a longer period in advance. **AGENCY** shall be responsible for the costs associated with this audit. **AGENCY** shall submit any additional documentation requested by **COUNTY** to substantiate compliance to this provision if necessary. In the event the **AGENCY** expends less than the threshold established by 2 C.F.R. Part 200.501, the **AGENCY** is exempt from Federal audit requirements for that fiscal year, however, the **AGENCY** must provide a Single Audit exemption statement to the **COUNTY** no later than three months after the end of the **AGENCY'S** fiscal year for each applicable audit year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this AGREEMENT, **AGENCY** shall be held liable for reimbursement to **COUNTY** of all funds not expended in accordance with these applicable regulations and AGREEMENT provisions within thirty (30) days after **COUNTY** has notified **AGENCY** of such non-compliance.

The **AGENCY** is responsible for follow-up and corrective action on all audit findings pursuant to 2 C.F.R. Part 200.511 (Audit Findings Follow Up) and 2 C.F.R. Part 200.512 (Report Submission). Failure of **AGENCY** to comply with the above audit requirements will constitute a violation of this AGREEMENT and may result in the withholding of future payments.



#### A4. REPORTING

- a) **General.** **AGENCY** shall provide to DEPARTMENT its Data Universal Numbering System (DUNS) Number and must register and maintain the currency of information in the System for Award Management (SAM) database, so that Grantee complies with the requirements established by the Federal Office of Management and Budget concerning the DUNS, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 C.F.R. Part 25 and 2 C.F.R. Part 170. **AGENCY** will also comply with the Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25-Award Term.
- b) **Program Income.** Although no program income, as defined by 24 C.F.R. Part 570.500(a), is anticipated as a result of this Project, any such income received by **AGENCY** is to be returned to **COUNTY** within thirty (30) calendar days of receipt of such funds. Such income may include income from service fees, sale of commodities, and rental or usage fees. Upon expiration, cancellation or termination of this AGREEMENT, **AGENCY** shall transfer to **COUNTY** any grant funds on hand and any accounts receivable attributable to the use of those funds.

#### A5. ENVIRONMENTAL

**AGENCY** shall not assume **COUNTY'S** environmental responsibilities described at Sec.570.604; and **AGENCY** shall not assume **COUNTY'S** responsibility for initiating the review process under the provisions of 24 CFR Part 52. However, **AGENCY** agrees that it shall supply **COUNTY** with all available, relevant information necessary for the **COUNTY** to perform any required environmental review pursuant to HUD regulations at 24 CFR Part 58, as amended, for each property to be acquired, rehabilitated, converted, leased, repaired or constructed with the CDBG Award; it shall carry out mitigating measures required by the **COUNTY** or select alternate eligible property; and it shall not acquire, rehabilitate, convert, lease, repair or construct property, or commit HUD or local funds to such program activities with respect to any such property, until it has received notice from the **COUNTY** that the environmental review is complete.

#### A6. ENVIRONMENTAL CONDITIONS AND HISTORIAL REVIEW

- a) **Air and Water.** The **AGENCY** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b) **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the **AGENCY** shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- c) **Lead-Based Paint.** The **AGENCY** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be

properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

- d) Historic Preservation. The AGENCY agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

## ATTACHMENT B – EMPLOYMENT AND PERSONNEL REQUIREMENTS

### B1. ANTIDISCRIMINATION REQUIREMENTS

- a) **APPLICABLE LAWS.** **AGENCY** shall comply with all federal, state, and local antidiscrimination laws during the term of this AGREEMENT. Specifically, **AGENCY** shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, gender, sexual orientation, age, familial status, pregnancy, handicap, and national origin, AIDS or HIV. Upon receipt of evidence of such discrimination, **COUNTY** shall have the right to terminate this AGREEMENT. **AGENCY** shall take the necessary steps to ensure that applicants for employment and employees are treated without regard to such discriminatory classifications. When expending the Award, **AGENCY** shall, within the eligible population, comply with the following nondiscrimination requirements:
- I. **Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations in 24 C.F.R. Part 1, together with section 109 of the Act (24 C.F.R. Part 570.602) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this AGREEMENT.
  - II. **Anti-Discrimination.** Pinellas County Ordinance, Chapter 70 – Human Relations, Article II – Discrimination, which prohibits discrimination in the areas of employment, government programs, and housing and public accommodations on the basis of race, color, religion, national origin, familial status, sex (including gender identity and gender expression), sexual orientation, and disability within the legal boundaries of Pinellas County, Florida, including all unincorporated and incorporated areas.
  - III. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
  - IV. **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138, 2 C.F.R. 200.321, and 24 C.F.R. Part 85.36(e) applies to grants under this part. Consistent with HUD's responsibilities under these Orders and with **COUNTY'S** Ordinance No. 26.5 Part 2, **AGENCY** must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
  - V. **Age Discrimination Act of 1975, as Amended.** No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)
  - VI. **Section 504 of the Rehabilitation Act of 1973, as Amended.** No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

VII. **Public Law 101-336, Americans with Disabilities Act of 1990.** Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

- b) POSTING REQUIREMENT. **AGENCY** shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause.

## **B2. GENDER IDENTITY**

**AGENCY**, if a manager or owner of temporary or emergency shelters, shall comply with the terms and conditions set forth in 24 C.F.R. 5.105(a) (2) and 24 C.F.R. 5.106: equal access to accommodations, placement and services shall be provided in accordance with the individual's gender identity, and individuals will not be subjected to intrusive questioning or asked to provide evidence of the individual's gender.

## **B3. CONFLICT OF INTEREST**

No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement, with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, including but not limited to occupancy of any of the CDBG-assisted units, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **COUNTY**, the **AGENCY**, or any designated public agency.

**AGENCY** agrees to abide by the provisions of 2 C.F.R. Part 200.318 and 24 C.F.R. Part 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

## **B4. DEBARMENT AND SUSPENSION**

- a) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions. **AGENCY** acknowledges that this Grant is subject to 31 C.F.R. Part 19 (Government Debarment and Suspension (Nonprocurement)). **AGENCY** acknowledges it is not included in the Federal Government's Excluded parties List, accessible on [www.sam.gov](http://www.sam.gov). If **AGENCY** ever is placed on such list, or becomes aware that it will be placed on such list, **AGENCY** shall notify **COUNTY** immediately.
- i. **AGENCY** certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where **AGENCY** is unable to certify to any of the statements in this contract, **AGENCY** will attach an explanation to this contract.
- iii. **AGENCY** further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- b) Changes. **AGENCY** shall report all changes to systems utilized to carry out the Project, any conflicts of interest that occur during the period of performance, debarment and suspensions, and incidents of fraud, waste, and abuse.

## **B5. RELIGIOUS ACTIVITIES**

**AGENCY**, if a faith-based organization, shall comply with the terms and conditions set forth in 24 C.F.R. Part 5 General HUD Program Requirements; Waivers, Section 5.109, Equal participation of Religious Organizations in HUD Programs, as well as 24 C.F.R. Part 570.200, 24 C.F.R. Part 570.503, as amended, and 24 C.F.R. Part 570.607 regarding faith-based organizations.

## **B6. LOBBYING**

**AGENCY** acknowledges AGREEMENT is subject to 31 USC Part 1352 (Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions) and 55 FR 6736, and 54 FR 52306.

**AGENCY** certifies by signing this contract, to the best of his or her knowledge and belief that:

- 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 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
- c) It will require that the language of paragraph (d) of this Section B6 (Lobbying) 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:
- d) Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ATTACHMENT C**  
**FEDERAL PROGRAM REQUIREMENTS**

<b>Requirements</b>	<b>Federal Regulations</b>	<b>Other References</b>
1. Federal Labor Standards <ul style="list-style-type: none"> <li>- Davis-Bacon</li> <li>- Copeland Act (Anti-kickback)</li> <li>- Contract Work Hours and Safety Standards</li> </ul>	24 CFR 92.354, 24 CFR 570.603, 29 CFR Parts 1, 3, and 5	Section 110, Housing & Community Development Act of 1974 (HCDA); 40 U.S.C. 276a-276a-5; 40 U.S.C. 276c; 40 U.S.C. 327 <i>et seq.</i>
2. Equal Employment Opportunity	24 CFR 92.508, 24 CFR 570.601-602, 24 CFR 570.067, 41 CFR 60	Executive Orders 11246 and 12086, 12 U.S.C. 1701u
3. List of Debarred or Ineligible Contractors	24 CFR Part 5, 24 CFR 92.350, 24 CFR 570.609, 24 CFR 24	
4. Non-Discrimination	24 CFR Part 5, 24 CFR 92.350, 24 CFR Part 8, 24 CFR 570.601, 24 CFR 570.602	Section 504 of Rehab. Act of 1973, Americans with Disabilities Act of 1990, Exec. Order 11063
5. Fire Safety Codes		Local
6. Building, Housing, and Zoning Codes; Housing Quality Standards	24 CFR 92.251, 24 CFR 570.208(b)(1)(iv) and (b)(2)	Local
7. Lead-Based Paint	24 CFR 92.251, 24 CFR 570.608, 24 CFR 35	42 U.S.C 4821 <i>et seq.</i>
8. Lump Sum Drawdowns	24 CFR 570.513	
9. Environmental/Historic Preservation/National Environmental Policy Act/Flood Insurance Requirements <ul style="list-style-type: none"> <li>- Siting Near Airports and Coastal Barrier Resources</li> <li>- Fish and Wildlife Protection</li> <li>- Flood Plain</li> <li>- National Historic Preservation</li> <li>- Noise Abatement &amp; Control</li> <li>- Wetlands</li> <li>- Air Quality</li> <li>- Coastal Zones</li> <li>- Endangered Species</li> <li>- Thermal/Explosive Hazards</li> <li>- Flood Insurance</li> </ul>	24 CFR 92.352, 24 CFR 92.206, 24 CFR 92.207, 24 CFR 92.352, 24 CFR 50, 24 CFR 58, 24 CFR 570.503(b)(5)(i), 24 CFR 570.604, 570.202, 24 CFR 58 Ref. At 24 CFR 58.6 See reference at 24.CFR 58.5570.605, 58.6	Sec. 104(g), HCDA 42 U.S.C 4001 <i>et seq.</i>
10. Relocation, Real Property Acquisition, and One-For-One Housing Replacement <ul style="list-style-type: none"> <li>- Uniform Relocation Act</li> <li>- Residential anti-displacement and relocation assistance</li> <li>- One-for-One Replacement</li> </ul>	24 CFR 92.353, 24 CFR 92.206, 207, 24 CFR 570.201(i), 24 CFR 570.606, 49 CFR 24, 24 CFR 570.606(c)(1)	Sect. 104(d) and 105(a)(11) of HCDA, <a href="http://www.hud.gov/relocation">www.hud.gov/relocation</a>
10. Violence Against Women Act (VAWA)	24 CFR 92.359	Title IV, sec. 40001-40703
11. Definition of Computation of Units of Services	24 CFR 570.503(b)(1)	IDIS instructions
12. Section 108 Loan Guarantees	24 CFR 570.700-570.709	Sec. 108 of HCDA
13. Applicable Credits	24 CFR 92.214	2 CFR 200.406

**EXHIBIT A**

Legal Description

THAT PART OF LOTS 7, 8, 9 AND 10, PINELLAS GROVES SUBDIVISION, IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 30 SOUTH, RANGE 15 EAST AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 9; THENCE ALONG THE WEST BOUNDARY OF SAID NORTHWEST 1/4 OF SECTION 9, S00°10'52" W, 30.00 FEET; THENCE ALONG A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH BOUNDARY OF SAID SECTION 9, S88°59'33" E, 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 125TH STREET N; THENCE ALONG SAID LINE THE FOLLOWING, S14°16'02" W 123.27 FEET; THENCE ALONG A LINE PARALLEL WITH AND 30.00 FEET EAST OF THE WEST BOUNDARY OF SAID SECTION 9, S00°10'52" W, 456.02 FEET FOR THE POINT OF BEGINNING; THENCE LEAVING SAID LINE, EAST, 349.92 FEET; THENCE SOUTH, 701.69 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 130TH AVENUE N; THENCE ALONG SAID LINE, ALONG A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 9, N89°04'53"W, 317.15 FEET; THENCE LEAVING SAID LINE, N44°27'01"W, 28.47 FEET, TO THE EAST RIGHT-OF-WAY LINE OF SAID 125TH STREET N; THENCE ALONG SAID LINE THE FOLLOWING, ALONG A LINE 45.00 FEET EAST AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4, OF SECTION 9, N00°10'52"E, 615.86 FEET; THENCE N13°46'22W, 62.21 FEET TO THE POINT OF BEGINNING.

## **SCHEDULE A**

### Affordable Housing Development Schedule

Property Construction will commence and be completed in accordance with the schedule below and in no event will construction commence later than 90 days from the date of this **AGENCY** Agreement nor will property construction be completed later than 24 months from the date of this Agreement.

For purposes of this **AGENCY** Agreement, “project construction commenced” will mean issuance of building permits. Further, “completion date” will mean issuance of all certificates of occupancy.

1. Commencement of construction: On or before March 1, 2024.
2. Project construction completion: On or before October 31, 2025.
3. Completion of Lease up: On or before January 1, 2026.