

This instrument was prepared by:  
Brook Gajan, Pinellas County Community Development  
310 Court Street, Clearwater, FL 33756

**PINELLAS COUNTY  
AFFORDABLE HOUSING DEVELOPMENT PROGRAM  
AGENCY AGREEMENT  
HOME INVESTMENT PARTNERSHIPS PROGRAM - AMERICAN RESCUE PLAN**

THIS PINELLAS COUNTY AFFORDABLE HOUSING DEVELOPMENT PROGRAM AGENCY AGREEMENT ("herein Agreement") is entered into as of the 29 of March, **2024**, by **Pinellas Affordable Living, Inc.** ("herein **AGENCY**"), a **Florida not for profit corporation**, ("herein **AGENCY**") whose principal address is **445 31<sup>st</sup> Street N, St. Petersburg, FL 33713**, and Pinellas County ("herein **COUNTY**"), a political subdivision of the State of Florida, whose address is 310 Court Street, Clearwater, Florida 33756, collectively referred to as "Parties".

WHEREAS, COUNTY has received funds appropriated under Section 3205 of the American Rescue Plan Act of 2021 (Pub. L. 117-2) for the HOME Investment Partnerships Program (**HOME-ARP**) from the United States Department of Housing and Urban Development (HUD) under title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12721 et seq.); the **HOME-ARP** funds must be used by COUNTY in accordance with the 24 CFR Part 92 (**HOME Regulations**) and the HUD Community Planning and Development Notice CPD-21-10 (CPD Notice); and

WHEREAS, COUNTY will use **HOME-ARP** funds to address the need for homelessness assistance; and

WHEREAS, the AGENCY has applied for affordable housing funds for the purpose of providing part of the construction and permanent financing of 15 affordable rental housing units; and

WHEREAS, the Project (as defined below) satisfies the eligibility requirements of **HOME-ARP** to receive affordable housing funds; and

WHEREAS, the Parties desire to enter into a written agreement assuring that the housing is developed in compliance with the terms and conditions imposed by **HOME-ARP**; and

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

NOW THEREFORE, in consideration of the **Six Hundred Sixty-Five Thousand, Eight Hundred Sixteen and No/100 Dollars (\$665,816.00)** the COUNTY will provide to the AGENCY for the purposes outlined herein pursuant to the Mortgage and Note, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals: The recitals set forth above are true and correct and incorporated herein by reference.

2. Use of HOME-ARP Funds:

- a) The AGENCY shall use the **HOME-ARP** funds provided for the purpose of providing part of the construction and permanent financing of 15 affordable rental housing units (Project) on the following described property located in the County of Pinellas, State of Florida at **2901 31<sup>st</sup> Street S, St. Petersburg, FL 33712**, to be known as **Founders Point** more properly described as:

**LEGAL DESCRIPTION, (herein Property):**

**UNDIVIDED BLOCK A, BEAUCLAIRE VILLAS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE(S) 61, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.**

- b) The Project is to be developed as affordable residential rental housing in accordance with the **HOME-ARP** guidelines for qualifying populations. The AGENCY covenants that no less than 30% of the units, or **Five (5) units**, individually referred to as an "Assisted Unit", collectively referred to as "Assisted Units", shall be set-aside for persons with annual incomes less than or equal to 50% of the Area Median Income (AMI), as determined by HUD, **AND** meets one of the definitions established:
- i. Homeless (McKinney Act definition at 24 CFR 91.5)
  - ii. At-risk of homelessness (McKinney Act definition at 24 CFR 91.5)
  - iii. Fleeing/Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking:
    - Definitions from VAWA regulation at 24 CFR 5.2003, except
    - Human trafficking definition from Trafficking Victims Protection Act of 2000
  - iv. Other Populations where assistance would:
    - Prevent the family's homelessness; or
    - Serve those with the Greatest Risk of Housing Instability.
- c) The AGENCY covenants that **Five (5)** Assisted Units will be rented to eligible tenants, as defined above, until, regardless of whether the debt under the Mortgage and Note is paid in full and satisfied during the duration of the Affordability Period, as defined in the LURA. This Agreement incorporates by reference terms and conditions described in the Mortgage and Note of even date and any other agreements enforcing the **HOME-ARP** requirements associated with said Mortgage and Note. The budget for the Project is estimated to be **(\$5,861,324.00) Five Million, Eight Hundred Sixty-One Thousand, Three Hundred Twenty-Four and No/100 Dollars** of which, **(\$665,816.00) Six Hundred Sixty-Five Thousand, Eight Hundred Sixteen and No/100** is provided by the COUNTY through the **HOME-ARP** funding.
- d) **HOME-ARP** rent limits shall apply and shall be calculated according to **HOME** Investment Partnership Program requirements as stated in 24 CFR 92 and the **Five (5)** Assisted Units will be restricted to LOW HOME rents. 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 COUNTY.
- e) Construction will progress in accordance with the construction schedule submitted by AGENCY to obtain financing and as incorporated in **Schedule A**.
- f) **AGENCY must repay any HOME-ARP funds invested in units that are:**
- i. **Not completed within 4 year of project commitment (date of execution of this Agreement);**
  - ii. **Not rented to eligible qualifying households within 12 months of project completion; or**
  - iii. **Terminated before completion or otherwise not compliant with the HOME-ARP rental requirements.**

3. Affordability of HOME-ARP Assisted Units: For the duration of the Affordability Period, as defined in the LURA of even date, **Five (5) units** in the Project shall be **HOME-ARP** Assisted 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 has annual income that is less than or equal to 50% of AMI, as determined by HUD, **AND** meets one of the definitions identified in section 2 above.

4. Compliance: 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 for the Project. Income shall be calculated by annualizing verified sources of income for the household as the amount of income to be received by a household during the 12 months following the effective date of the determination. The Annual Gross Income, as defined in Section 420.9071(4), F.S, must be used. The AGENCY shall maintain complete and accurate income records pertaining to each tenant occupying a HOME-ARP Assisted Unit.

5. Compliance Monitoring of Project: Compliance monitoring of the project shall be a responsibility of the AGENCY, to be performed by a compliance monitor as approved by the COUNTY. The compliance monitor shall be responsible for monitoring the AGENCY'S compliance with restrictions regarding the use or occupancy of the project, and ensure that all requirements are being satisfied on a continuing basis in accordance with the LURA executed of even date. In the event that the compliance monitor shall ever resign, be removed, or otherwise, in the opinion of the COUNTY, fail to perform the duties of the compliance monitor, the AGENCY shall, at the direction of the COUNTY, hire a successor compliance monitor. The compliance monitor shall:

- a) Conduct an initial briefing with the Property manager and upon any change in the entity responsible for management of the project, with such new entity, regarding procedures for filing tenant income certification forms, and compliance certificates, and for verifying income of tenants.
- b) Provide annual summary report to the COUNTY detailing the ratios of Assisted Units occupied by eligible tenants as required by the LURA of even date.
- c) Conduct on-site audits of the project's tenant records and document all findings to ensure compliance with applicable regulations, terms, and conditions.
- d) Review rent rolls to ensure monthly rents are in compliance with HOME income-based rent limits.
- e) Examine leases to ensure that all occupants of the Assisted Unit are listed, and that the lease is current and fully executed.
- f) Verify annual re-certifications are performed in a timely manner.
- g) Review the certification procedures to verify that record retention requirements are being met and Assisted Units are not occupied until properly certified.
- h) Inspect Assisted Units for compliance with local codes, HOME Property Standards, and housing quality standards.
- i) Prepare Management Review Summary documenting conclusions of monitoring visit, incorporate findings of non-compliance discovered during compliance review and recommend corrective actions, as required.
- j) Provide copies of Management Review to AGENCY and COUNTY.

The compliance monitoring duties of the AGENCY or the compliance monitor, as the case may be, shall continue until all restrictions under the LURA of even date.

6. Assurance of Public Purpose: AGENCY covenants that no lease, sale, or title transfer to any third party shall occur prior to notifying the COUNTY pursuant to the terms of the Mortgage and Note.

7. Affirmative Marketing: The AGENCY shall adopt appropriate procedures for affirmatively marketing the HOME-ARP Assisted Units. 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.

8. Tenant Leases and Protections: 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 the Florida Landlord Tenant Act defined in Chapter 83 Part II of the Florida Statutes, HOME-ARP, this AGREEMENT and COUNTY requirements. All tenant leases for Assisted Units shall be expressly subordinate to the Mortgage and shall contain clauses, among others, 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; and
- b) Agrees to 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
- c) Agrees not to sublease to any person or family who does not meet income qualifications as determined, verified, and certified by AGENCY; and
- d) States that the rental unit is the primary residence of the tenant; and
- e) Agrees that the lease shall be for a one-year period, unless other terms are mutually agreed upon by AGENCY and tenant.

9. Project Requirements: The AGENCY agrees to not undertake any activity that may adversely affect historic or environmentally sensitivity of the site and to mitigate any findings identified in an environmental assessment. Notwithstanding, if the AGENCY adversely affects such historic or environmental aspects of the site, it shall promptly cure and mitigate the same. The AGENCY agrees that in the event that the Project is located in a Designated Flood Zone, all government requirements for construction in a flood zone shall be satisfied.

10. Debarment and Suspension: The AGENCY attests that it has not been debarred, suspended, proposed for debarment, or is ineligible from participating in federally funded projects, and acknowledges that it shall not employ, award, or fund any contractors or subcontractors that have been debarred, suspended, proposed for debarment, or are ineligible from participating in the federally funded projects.

11. Labor Standards: AGENCY acknowledges that the entire Project is subject to and 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 shall obtain Davis-Bacon Contract Administrator's approval prior to disbursing all the PROJECT'S construction payments to contractors.

12. Section 3: AGENCY acknowledges that the entire Project 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 contract, shall be a condition of the Federal financial assistance provided under this AGREEMENT and binding upon the COUNTY, the AGENCY subcontractors.

13. Property Standards: The AGENCY attests that the Project will meet the standards of the Florida Building Code and all applicable local codes, standards, ordinances, and zoning ordinances at the time of project completion and throughout the duration of the Affordability Period. The Project will also meet all applicable Federal requirements to include HOME Program Property Standards at 92.251, the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) for 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)

14. Property Management: The AGENCY may contract with a third-party property management firm for professional management services for the Property for leasing, collection of rents, maintenance and repair of Property, and other property management tasks to manage the site pursuant to the terms and conditions provided herein. Notwithstanding any such contract or agreement, the AGENCY shall remain liable for all property management responsibilities and obligations.

15. Monitoring and Inspection: The AGENCY shall permit the COUNTY or its designee to inspect all records, including but not limited to financial statements, pertaining to Assisted Units upon reasonable notice and within normal working hours, and shall submit to the COUNTY such records and documentation as required by the COUNTY to document compliance with this Agreement and HOME-ARP Program rules. 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 and agrees to facilitate such inspections with tenants as necessary.

16. 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 Project.

17. 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 Assisted Units within the Project or in connection with the employment or application for employment of persons for the construction, or management of the Project. The AGENCY shall not illegally discriminate against prospective tenants during or after the solicitation process.

18. Records and Reports: For the duration of the Affordability Period, the AGENCY shall:

- a) maintain accurate information regarding the occupancy and contract rents for each tenant of an Assisted Unit and shall submit this information annually to the COUNTY.

- b) maintain documentation demonstrating compliance with Affirmative Marketing requirements relating to the Assisted Units.
- c) retain all records pertaining to the Project for a minimum of five (5) years following completion of the funded activity or as required pursuant to Florida's General Records Schedule, whichever is longer, in which this activity reported on for the final time, or in case of litigation, claim, or audit, all records shall be retained until completion or resolution.
- d) make all such records available to Pinellas County, U.S. Department of Housing and Urban Development, representatives of the State of Florida and/or Comptroller General of the United States for audit, inspection or copying purposes during normal business hours.

19. Requests for Disbursement of Funds:

- a) 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 and justified by supporting documentation, which means applicable affidavits and lien releases from contractors, paid invoices for the amount due, and a written certification from the Project engineer describing the applicable portion of the work on the Project ("Work") for which reimbursement is sought. The COUNTY reserves the right to deny payment of incomplete or altered invoices, or expenses not documented in accordance with the terms herein. The amount of funds disbursed to the AGENCY shall not exceed Six Hundred Sixty-Five Thousand, Eight Hundred Sixteen and No/100 (\$665,816.00) as further outlined in the Mortgage and Note.
- b) The COUNTY shall pay for the Work performed based on the AGENCY'S delivery to the COUNTY of (i) an invoice; (ii) AIA Document 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 further outlined herein or reasonably requested by the COUNTY. Requests for the payment of construction related costs shall be limited to one request per month and a total not to exceed twelve (12) requests for the entire Project. The AGENCY shall attest to the completion and quality of all Work for which payment is being requested. All disbursements by the COUNTY will be made to the AGENCY who shall be responsible for paying all third parties the AGENCY contracts with for the obligations set forth herein. Retainage in the amount specified in the construction contract with the contractor, if any, will be disbursed to the AGENCY after all required Work has been satisfactorily completed and the certificate of occupancy for the Project has been issued. 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. The COUNTY has the right, to be exercised in its sole and absolute discretion, to delay funding of the final draw 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 provide the County contact information for the AGENCY's representative with authority to sign all draw requests on behalf of the AGENCY. The County's Director of Housing and Community Development hereby has authority to approve such eligible requests on behalf of the COUNTY.

20. Conflict of Interest: The AGENCY shall ensure that no consultant, officer, employee, or agent of the AGENCY will occupy any of the HOME-ARP assisted affordable housing units in the Project.

21. Lobbying Prohibited: The AGENCY certifies, to the best of its knowledge or belief, that no state or federally appropriated funds have been paid or will be paid, by or on behalf of the AGENCY, to any person for influencing or attempting to influence any, member of Congress, the State legislature, or County government,

or any officer or employee of Congress, the State legislature, or County government, or an employee of a member of Congress, the State legislature, or County government in connection with the awarding of any county, state or federal contract, the making of any county, state, or federal grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any county, state, or federal contract, grant, loan, or cooperative agreement.

22. Regulatory Requirements: Unearned payments under this Agreement may be suspended or terminated upon refusal to accept conditions that may be imposed by regulations and policies adopted by the COUNTY, the State of Florida, or the U.S. Department of Housing and Urban Development from time to time. The AGENCY acknowledges that this Agreement is necessary to comply with the requirements of the HOME Program, defined in HOME Investment Partnerships Program Final Rule (24 CFR Part 92), HOME-ARP (24 CFR 91.5) and other regulations incorporated herein by reference; and agrees that it will comply with; and will require all contractors, subcontractors, and assigns to comply with all terms and conditions of all such regulations and other regulations incorporated herein by reference; and agrees that it will comply with; and will require all contractors, subcontractors, and assigns to comply with all terms and conditions of all such regulations.

23. Hold Harmless: The AGENCY shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless COUNTY, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by COUNTY, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Agent; or by, or on account of, any claim or amounts recovered under the Workers' Compensation law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation bases thereon; except the gross negligence of the County. This provision shall survive termination of this AGREEMENT.

24. No Waiver of Sovereign Immunity: Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability either party may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

25. Insurance: The AGENCY shall maintain insurance coverage in form and amount deemed 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. 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; Property and Flood insurance must be maintained in an amount equal to the replacement value of the Property. Builders Risk insurance is required in an amount equal to \$665,816. Policies will name COUNTY as additional insured and loss payee.

26. Copyrights and Patents: If this Agreement results in a book or other copyright materials or patent materials, The AGENCY may copyright or patent such, however 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.

27. Severability: The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

28. Term: This Agreement shall commence upon full and proper execution (“Effective Date”) and shall remain in effect until the completion of construction for the Project, as evidenced by the issuance of the certificate of occupancy and initial lease-up of all HOME-ARP Assisted Units within 12 months of Certificate of Occupancy, or the date imputed thereto as set forth on Exhibit A, whichever is earlier (“Term”).

29. Enforcement of Agreement: The benefits of this Agreement shall inure to and may be enforced by the COUNTY for the entirety of the Term of the Agreement without exception. 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. This shall not prevent the COUNTY from subordinating its loan to construction financing, including but not limited to that of Florida Housing Finance Corporation, and the County shall coordinate with Agency in connection therewith as set forth in Section 4 of the Mortgage.

30. Assignment and Subcontracting: The AGENCY shall not assign or otherwise transfer any interest in this Agreement nor enter into any subcontract pursuant to this Agreement without the prior written approval of the COUNTY of the proposed subcontract. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement. The COUNTY shall have the right to withhold approval at its sole discretion. Such approval shall not be unreasonably withheld.

31. Default; Remedies. Any noncompliance with the requirements of this Agreement shall be considered a default and, unless otherwise specified in the Mortgage and Note, shall be corrected within thirty (30) days after such error is first discovered or after receiving notice of any noncompliance from the non-defaulting party. The cure period shall be extended if the default is of a nature that it cannot be completely cured within such cure period and upon mutual written agreement. In the event of an uncured default or lack of compliance on the part of the AGENCY with the terms and conditions of this Agreement, and/or any schedules attached thereto (subject to applicable force majeure delays), the Mortgage, Note, LURA, or any other security or other instrument associated with this Agreement, the COUNTY shall have the right, to exercise any necessary corrective or remedial actions provided by law, to include, but not necessarily be limited to: (a) requesting additional information from the AGENCY to determine reasons for or extent of noncompliance or lack of performance; (b) issuing a written warning advising the AGENCY of deficiency and advising the AGENCY that more serious sanctions may be taken if situation is not remedied; (c) withholding payment; (d) requiring the AGENCY to reimburse the COUNTY for the costs incurred for any items determined ineligible pursuant to the approved budget; (e) foreclosing upon the full amount of the lien incurred by the Mortgage as provided by law and the Mortgage terms and conditions; (f) terminating the Agreement.

32. Natural Disaster: In the event of a natural disaster, this Agreement may be suspended or terminated and funds transferred to recovery activities as determined by the COUNTY. Funds subject to this provision shall be those that are not contractually committed for construction, design or other such third party private vendors.

33. Force Majeure: The AGENCY covenants and agrees that subject to matters of force majeure the Work shall be completed in accordance with Schedule A of this Agreement. Matters of force majeure shall include, but not necessarily be limited to bonafide natural disasters or weather disturbances, strikes, or shortages of material. Force majeure shall not be construed to reduce the obligation of the AGENCY to timely complete the project because the failure of contractors and subcontractors to timely complete their Work, unless such delay is within the definition of the term force majeure.

34. Waiver: A waiver by the COUNTY of the AGENCY’S performance shall not constitute a waiver of any subsequent performance required by the AGENCY. No waiver shall be valid unless it is in writing and signed by an authorized representative of the COUNTY.



35. Notification: All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been served as of the postmark appearing upon the envelope if sent by the United States mail, at the address listed below, or upon the actual date of delivery if hand delivered to the address listed below. The AGENCY or the COUNTY may change the below listed address for receipt of written notices by so notifying the other in writing.

ADDRESS OF PINELLAS COUNTY

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

ADDRESS OF AGENCY

Pinellas Affordable Living, Inc.  
445 31<sup>st</sup> Street N  
St. Petersburg, FL 33713  
Attn: Jack Humburg

36. Governing Law; Observance of Laws: This Agreement is governed by the laws of the State of Florida. Venue shall be in Pinellas County, Florida, or nearest location having proper jurisdiction. The AGENCY shall comply with all federal, state, and local laws, rules, and regulations pertaining to this Agreement. Failure to comply with this section shall constitute a material breach of this Agreement.

37. Non-Appropriation: In the event funds are not budgeted and appropriated by the COUNTY in any fiscal year for purposes described herein, pursuant to Sections 129.06 and 129.07, Florida Statutes, and Art. VII, §12 of the Florida Constitution, COUNTY shall notify the AGENCY of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the COUNTY.

(SIGNATURE PAGE FOLLOWS)

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: **Pinellas Affordable Living, Inc.**

**a Florida Not for Profit Corporation**

Federal Employee ID Number: **59-3171557**

Witness

J. Flynn  
Jeri Flanagan

Print Name

Witness

Sharon Poole

Print Name

STATE OF FLORIDA }  
COUNTY OF PINELLAS } §

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of March, 2024, by **Jack Humburg, Executive Director of Pinellas Affordable Living, Inc.**, who is ☒ personally known to me or ☐ who has produced a \_\_\_\_\_ as identification.



**Ashlee Waliszewski**  
Notary Public  
State of Florida  
Comm# HH126939  
Expires 5/5/2025

(NOTARY STAMP/SEAL ABOVE)

Ashlee Waliszewski  
(Signature)

Ashlee Waliszewski

(Name of Notary, typed, printed or stamped)

Signed, sealed, and delivered in the presence of:

\*Note: two witnesses are required\*

Della Klug

Witness

Della Klug

Print Name

Jo Alejandra Lugo

Witness

Jo Alejandra Lugo

Print Name

For: **Pinellas County, Florida**

**a political subdivision of the State of Florida**

Barry A. Burton

By:

Barry A. Burton, County Administrator

Date: March 29, 2024

APPROVED AS TO FORM  
By: Derrill McKeown  
OFFICE OF THE COUNTY ATTORNEY  
By: Derrill McKeown  
Office of the County Attorney

### **Schedule A: Affordable Housing Development Schedule**

Project Construction will commence and be completed in accordance with the schedule below.

For purposes of this AGENCY AGREEMENT, “project construction commenced” will mean final site plan approval including land alteration pursuant to a habitat management permit and vertical construction pursuant to an issued building permit.

Further, “project completion date” will mean issuance of all certificates of occupancy.

Further, “project lease-up” will mean 100% of the assisted units occupied and completion of initial lease-up monitoring.

#### **Schedule:**

- Execution of Funding Documents, including mortgage, promissory note and land use restriction agreement.
- Commencement of construction within 12 months of the final date of execution of this Agreement.
- Project completion (Issuance of certificates of occupancy) within 36 months of the final date of execution of this Agreement.
- Project lease (100% lease-up/stabilization) within 48 months of the final date of execution of this Agreement.
  - If not completed within 6 months of project completion, submittal of efforts to coordinate with Continuum of Care/homeless providers, etc.; marketing information and marketing plan must be provided to COUNTY.