

**HOME INVESTMENT PARTNERSHIP PROGRAM
PINELLAS COUNTY CONSORTIUM
SPECIFIC PERFORMANCE AGREEMENT**

THIS Agreement (AGREEMENT), made and entered into this _____ day of _____, 2017, by and between Pinellas County, having its principal office at 315 Court Street, Clearwater, Florida 33756, a political subdivision of the State of Florida (**COUNTY**) and **City of Largo**, having its principal office at 201 Highland Avenue, Largo, FL 33770, a political subdivision of the State of Florida (**CITY**):

WITNESSETH:

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

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has approved the **COUNTY'S** 2016-2017 Annual Action Plan for the HOME Investment Partnership Program (HOME) and use of HOME funds for the activities identified in the Action Plan; and

WHEREAS, the Action Plan includes HOME funds from HUD under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, to increase the number of families served with decent, safe, sanitary, and affordable housing and expand the long-term supply of affordable housing; and

WHEREAS, the Board of County Commissioners in Resolution 16-45 approved the 2016-2017 Action Plan furthering the **COUNTY'S** Community Development goals; and

WHEREAS, the 2016-2017 Action Plan certifies the **COUNTY'S** compliance with Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) regulations and specifies projects to be funded under those grants; and

WHEREAS, on July 24, 2013, the HOME Final Rule, 24 CFR Part 92, was updated to amend the HOME Regulations, clarify certain existing regulatory requirements, establish new requirements designed to enhance accountability in the use of HOME funds, strengthen performance standards, require more timely housing production, and update property standards applicable to housing assisted with HOME funds; and

WHEREAS, the Board of County Commissioners in Resolution 99-123 approved the HOME Cooperation Agreement between Pinellas **COUNTY** and the **CITY** of Largo (CONSORTIUM) to undertake or assist in undertaking affordable housing pursuant the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the Single Family Rehabilitation and Down Payment Assistance Programs were approved as a project in the Action Plan; and

WHEREAS, this is an eligible project and meets the criteria of an eligible activity under the HOME regulations at 24 CFR 92.205; and

WHEREAS, it is necessary for the **COUNTY** and the **CITY** to enter into an Agreement for the implementation of this activity; and

WHEREAS, the Pinellas County Planning Department (DEPARTMENT) administers the HOME program on behalf of the **COUNTY**.

NOW, THEREFORE, in consideration of the mutual performance of the promises and covenants contained herein, the **COUNTY** and the **CITY** agree as follows:

1. SPECIFIC GRANT INFORMATION

In accordance with 2 C.F.R. § 200.331(a) (1) (Federal Award Identification), certain specific information about the Grant must be included in this AGREEMENT, and is identified in Section 6 herein (Specific Grant Information).

2. PROJECT DESCRIPTION

- a) **CITY** shall, on behalf of the CONSORTIUM, use funds provided under this AGREEMENT for HOME eligible affordable housing programs, including program administration, benefiting qualified households in the City of Largo; and shall use funds for a minimum of three (3) eligible affordable housing rehabilitation, reconstruction, and/or down payment assistance program activities for the benefit of income eligible households; hereinafter referred to as "Project."
- b) **CITY** shall provide descriptions of new programs to **COUNTY** for review and approval for compliance with the HOME program. **CITY** agrees to submit to **COUNTY** any subsequent modifications to previously approved programs for **COUNTY'S** review and approval.

- c) All entitlement funds shall be committed to eligible activities no later than **January 30, 2018**. All program income shall be committed within **twelve (12) months** of receipt by CITY.
- d) If the **CITY** provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, the **CITY** must have a written agreement with said parties which meets the regulations of CFR 92.504.
- e) **CITY** shall require all HOME fund recipients to execute a promissory note and mortgage in favor of the **CITY** on behalf of the Pinellas County CONSORTIUM. Mortgage and notes must meet the requirements of 24 CFR 92.504(c) (2). The **CITY** shall also require all HOME fund recipients to execute a two-party Homebuyer Agreement or Homeowner Agreement. Recipient will also provide proof of homeowners insurance with dwelling coverage naming City on behalf of County as loss payee for their interest in the funds granted to recipient.
- f) All housing units assisted by **CITY** with HOME funds shall comply with the affordability requirements of the Code of Federal Regulations (CFR) contained at 24 CFR 92.254. For activities involving homebuyer assistance, **CITY** shall administer the recapture restrictions as submitted to and approved by HUD in the Pinellas County Consortium's Action Plan.
- g) **CITY** shall ensure compliance with displacement, relocation, and acquisition requirements of the Code of Federal Regulations (CFR) contained at 24 CFR 92.353 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- h) The **CITY** shall ensure that HOME assisted units meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of Project completion.
- i) **CITY** shall ensure compliance with §701.04, *et. seq.*, Florida Statutes, Cancellation of Mortgages, Liens, and Judgments.
- j) The **CITY** shall provide **COUNTY** with copies of all satisfactions for HOME funded mortgages within thirty (30) days of said satisfactions.
- k) The project description outlined above shall not be altered without written approval of the **COUNTY** through DEPARTMENT.

3. TERM OF AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become effective on **October 1, 2016**, and shall continue in full force and effect until **April 30, 2018**, or until **COUNTY'S** full and complete disbursement of funding to **CITY**, whichever comes first.

4. FUNDING

- a) The **COUNTY**, through Department, shall pay the **CITY One Hundred Thirty-Four Thousand, Four Hundred Ninety-Eight Dollars and NO/100 (\$134,498.00)** of HOME funding for HOME eligible single family rehabilitation activities and **Fifty Thousand Dollars and NO/100 (\$50,000.00)** for HOME eligible down payment assistance activities funded under the terms of this AGREEMENT. The **COUNTY**, through Department, shall also provide Administrative funds to the **CITY** not to exceed **Twenty Thousand Four Hundred Ninety-Nine Dollars and NO/100 (\$20,499.00)**.
- b) The AGREEMENT amount is subject to increase by the amount of HOME program income received from **CITY** projects. Additional administrative funds paid to the **CITY**, calculated on program income, excluding recaptured funds which are not eligible for additional administrative funds, will not exceed two and one-half percent (2.5%) of the program income received by **CITY**.
- c) Administrative costs will only be reimbursed for the period October 1, 2016 through September 30, 2017. Administrative funds remaining after September 30, 2017 will be converted to project funds for use in subsequent years.

5. PAYMENT

- a) The **CITY** shall submit supporting documentation with each request for reimbursement of actual costs incurred by **CITY** in carrying out the Project as described in Section 1 above. All reimbursement requests must be submitted no later than seventy-five (75) days following completion of a Project, and approved by the **COUNTY**, through the DEPARTMENT, prior to payment. A "Request for Reimbursement" form will be provided to **CITY** by the DEPARTMENT. Completion of a Project is defined as the closing date for down payment assistance loans, and the date of issuance of a Certificate of Occupancy for single-family rehabilitation loans.
- b) **CITY** shall submit completed reimbursement request file packages to DEPARTMENT for review. For each package submitted by the **CITY**, the successful performance of the **CITY** will be gauged by a margin of error not to exceed 2% of the first review of each package

submitted. Upon approval, DEPARTMENT shall distribute funds to the **CITY**. Reimbursement requests which do not meet the requirements for approvals, as determined by the DEPARTMENT, shall be denied or returned to the **CITY**.

- c) Upon receipt and acceptance of a complete reimbursement request, **COUNTY** shall pay **CITY** all reimbursable funds in accordance with 2 C.F.R. 200.305 (Payment).
- d) It is understood that this AGREEMENT is funded in whole or in part with HOME funds provided to **COUNTY** by the HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the **COUNTY** may prescribe.
- e) The **CITY** agrees that in the event that any grant is reduced or withheld by HUD, the **COUNTY** shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that HUD determines that the **CITY** has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this AGREEMENT, the **CITY** shall provide said reimbursement from non-federal sources within thirty (30) days of said notice from the **COUNTY**.

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6. 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	City of Largo
(b)	Subgrantee's DUNS Number	079210803
(c)	Federal Award Identification Number (FAIN)	M-16-DC-12-0217
(d)	Federal Award Date	November 3, 2016
(e)	Subaward Period of Performance Start and End Date	October 1, 2016-December 31, 2017
(f)	Amount of Federal Funds Obligated by this Action (<i>"by the pass-through entity to the subgrantee"</i>)	\$ 204,997.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee (<i>"by the pass-through entity including the current obligation"</i>) including other SPA's	\$ 204,997.00
(h)	Total Amount of the Federal Award (<i>"committed to the subgrantee by the pass-through entity."</i>)	\$ 204,997.00
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Use funds to provide affordable housing programs benefiting qualified households in the City of Largo
(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	Cheryl C. Reed, Compliance Section Manager, 440 Court Street, 2 nd Floor, Clearwater, Florida 33756 - Phone: 727-464-8234
(m)	CFDA Number and Name	14.239 HOME Investment Partnership Program
(n)	Amount Made Available Under Each Federal Award	\$1,051,266.00
(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

7. USE AND REVERSION OF ASSETS

- a) Program income received by the **CITY** shall be returned to the **COUNTY** in quarterly payments and shall commence with the execution date of this AGREEMENT. Notwithstanding **CITY'S** obligation to re-allocate funds to **COUNTY** for non-exclusive use under Section 10 herein (Remedies), all program income generated by the **CITY** will be made available to the **CITY** for the **CITY'S** exclusive use towards additional eligible affordable housing activities.
- b) Recapture funds received by the **CITY** shall be returned to the **COUNTY** in accordance with 92.503 in quarterly payments and shall commence with the execution date of this AGREEMENT. Notwithstanding **CITY'S** obligation to re-allocate funds to **COUNTY** for non-exclusive use under Section 10 herein (Remedies), all recaptured funds generated by the **CITY** will be made available to the **CITY** for the **CITY'S** exclusive use towards additional eligible affordable housing activities.
- c) The obligations under this Section 7 (Use and Reversion of Assets) shall survive expiration of this AGREEMENT.

8. HOLD HARMLESS

The **COUNTY** and **CITY** agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, to the extent permitted by Section 768.28 Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability provided in Section 768.28 Florida Statutes by either **COUNTY** or **CITY**. Nothing herein shall be construed as consent by **COUNTY** or **CITY** to be sued by third parties in any manner arising out of this AGREEMENT.

9. DEFAULT

The **CITY** will be in default of this AGREEMENT, if **CITY** 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 statues, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the **CITY** to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT, including use of funds for projects that do not meet the affordability requirements; or

- d) Submission by the **CITY** to **COUNTY** of reports that are incorrect or incomplete in any material respect.

In the event of a default by **CITY**, **COUNTY** may impose additional conditions, including requiring additional information from **CITY** to determine reasons for, or extent of, noncompliance or lack of performance, withhold authority to proceed to the next phase, require additional project monitoring, require the **CITY** to obtain technical or management assistance. **COUNTY** may also give **CITY** 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.

10. 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 **CITY** of its obligations under this AGREEMENT;
- b) In accordance with 2 CFR Part 200.338, if **COUNTY** determines in its sole 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** 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 **CITY**:
 - 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 project or program;
 - v. Wholly or partly suspend or terminate the AGREEMENT; or
 - vi. Take any other legal or equitable action available.

In the event **CITY** does not fulfill its obligations to commit or expend its funds in a proper and timely manner, **CITY** agrees to re-allocate its funds to **COUNTY** for **COUNTY'S** non-exclusive use.

Per 2 CFR Part 200.341, **CITY** will be entitled to hearings, appeals or other administrative proceedings to which **CITY** is entitled under any statute or regulation applicable to the action involved.

11. TERMINATION

Termination for cause. This AGREEMENT may be terminated by **COUNTY** for cause in accordance with Section 9 herein (Remedies).

Termination for convenience. This AGREEMENT may be terminated by **COUNTY** or **CITY**, 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 **CITY**, 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 CFR Part 200.339 for reporting termination of AGREEMENT to the OMB-designated integrity and performance system, System for Award Management (SAM) database.

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

12. EFFECTS OF SUSPENSION AND TERMINATION

Costs to the **CITY** resulting from obligations incurred by the **CITY**, or during a suspension after termination of the AGREEMENT are not allowable unless the **COUNTY** otherwise expressly authorizes **CITY** in the notice of suspension or termination. Costs to the **CITY** 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.

13. 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) Project shall be conducted and administered under the direction of **CITY** representative. Unless otherwise specified herein or necessary, **CITY** representative

shall coordinate Project 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 **CITY** and **COUNTY**, the contact information for whom follows:

COUNTY REPRESENTATIVE:

Daphne Johnson-McCluster
Project Manager
Pinellas County Planning Department
310 Court Street
Clearwater, Florida 33756
Telephone: 727-464-8242
Fax: 727-464-8254
Email: djohnson-mccluster@co.pinellas.fl.us

CITY REPRESENTATIVE:

Matthew Anderson
Housing Manager
City of Largo
201 Highland Avenue
Largo, Florida 33770
Telephone: 727-586-7489 X7216
Fax: 727-587-6765
Email: maanders@largo.com

14. MODIFICATIONS

COUNTY or **CITY** 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 **CITY**. Such amendments will not invalidate this AGREEMENT, nor relieve or release the **COUNTY** or **CITY** from its obligations under this AGREEMENT.

15. REPORTING

- a) General. **CITY** 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 CFR Part 25 and 2 CFR Part 170. **CITY** 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) Periodic Reports. Quarterly, **CITY** shall submit reports to DEPARTMENT, in the form provided as Attachment C, Pipeline Report. Quarterly reports are due thirty (30) days following the end of the quarter: January 30th, April 30th, July 30th and September 30th.

- c) The **CITY** shall furnish DEPARTMENT with all additional information, records, reports and data as may be required by HUD or **COUNTY** pertaining to matters of this AGREEMENT.
- d) The **CITY** shall provide **COUNTY** with copies of all satisfactions for HOME funded mortgages within thirty (30) days of said satisfactions.

16. ASSIGNABILITY

CITY 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 **CITY'S** responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.

CITY 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**.

17. RECOGNITION OF HOME FUNDS

CITY shall insure recognition of the role of the **COUNTY** in providing services through this AGREEMENT. All activities, facilities and items utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source. In addition, **CITY** will include a reference to the support provided herein in all publications made possible with funds made available under this AGREEMENT.

18. SEVERABILITY

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

19. WAIVER

Should any section or any part of any section of this AGREEMENT be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this AGREEMENT.

20. GOVERNING LAW

The laws of the State of Florida shall govern this AGREEMENT. Proper venue shall be in Pinellas County, Florida.

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

Note: Two witnesses are required

ATTEST:

PINELLAS COUNTY, FLORIDA

a political subdivision, by and through its
County Administrator

Witness #1 Signature for County

By: _____
Mark S. Woodard, County Administrator

Print or Type Name

Date: _____

Witness #2 Signature for County

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

Print or Type Name

By: Chelsea Hardy
Chelsea D. Hardy
Assistant County Attorney

ATTEST:

CITY OF LARGO, FLORIDA

a Florida Municipality

Diane Bruner, City Clerk
City of Largo

By: _____

Name/Title

Date: _____

REVIEWED AND APPROVED
ATTORNEY FOR CITY OF LARGO

By: _____
Alan Zimmet, City Attorney

ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A1. FINANCIAL MANAGEMENT

- a) Accounting Standards. **CITY** agrees to comply with 2 CFR 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. **CITY** will administer its program in conformance with 2 CFR Part 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.
- c) Duplication of Costs. **CITY** 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. DOCUMENTATION AND RECORDKEEPING

- a) Records to Be Maintained. **CITY** will maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 that are pertinent to the activities to be funded under this AGREEMENT. Such records will include but not be 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 HOME program;
 - iii. Records required to determine the eligibility of activities;
 - iv. Client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. **CITY** understands that client information collected under this AGREEMENT is private and the use or disclosure of such information, when not directly connected with the administration of the **COUNTY** or **CITY** responsibilities with respect to services provided under this AGREEMENT, is prohibited by 2 CFR Part 200.337 and any applicable State and local laws, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian;
 - v. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance;
 - vi. Records documenting compliance with the civil rights components of the HOME program;

- vii. Financial records as required by 24 CFR Part 92.508, and 2 CFR Part 200.333;
- viii. 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 HOME-funded construction projects; and
- ix. Other records necessary to document compliance with Subpart H of 24 CFR Part 92.

- b) Access to Records and Retention. **CITY** shall at any time during normal business hours and as often as **COUNTY** and/or the Comptroller General of the United States and/or the U.S. Department of Housing and Urban Development and/or any of their duly authorized representatives may deem necessary make available for examination all of **CITY'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 all books, documents, papers, records and data related to this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

All records pertaining to this AGREEMENT, including but not limited to financial, supporting documents, statistical, property and programmatic records, and all other records pertinent to this AGREEMENT shall be retained for the longer of either five (5) years after the expiration or termination of this AGREEMENT, or five (5) years after the submission of the **COUNTY'S** annual performance and evaluation report to HUD in which the activities assisted under the AGREEMENT are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have 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 the Statutes of the State of Florida.

- c) Audits and Inspection. **COUNTY** shall have the right to monitor and evaluate all aspects of activities carried out by the **CITY**. All **CITY** records with respect to any matters covered by this AGREEMENT will be made available to **COUNTY** and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such evaluation will be effected by risk assessments performed by DEPARTMENT, the submission of information by **CITY**, by quarterly monitoring site visits by DEPARTMENT, if applicable, or by other means appropriate to the project.

If **CITY** expends more than \$750,000 or more in a fiscal year in Federal awards from all sources, **CITY** shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Part 200.501 – Audit Requirements. The Catalog of Federal Domestic Assistance (CFDA) number is 14.239. 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 **CITY** and the DEPARTMENT agree to a longer period in advance. **CITY** shall be responsible for the costs associated with this audit. **CITY** shall submit any additional documentation requested by **COUNTY** to substantiate compliance to this provision if necessary. In the event the **CITY** expends less than the threshold established by 2 CFR Part 200.501, the **CITY** is exempt from Federal audit requirements for that fiscal year, however, the **CITY** must provide a Single Audit exemption statement to the **COUNTY** no later than three months after the end of the **CITY’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, **CITY** 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 **CITY** of such non-compliance.

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ATTACHMENT B – EMPLOYMENT AND PERSONNEL REQUIREMENTS

B1. ANTIDISCRIMINATION REQUIREMENTS

a) **APPLICABLE LAWS.** CITY shall comply with all federal, state, and local antidiscrimination laws during the term of this AGREEMENT. Specifically, CITY 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. CITY 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, CITY 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 92.350) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this AGREEMENT.
- II. **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.”
- III. **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138, as amended by 12608, 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, CITY must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- IV. **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.)

- V. **Section 504 of the Rehabilitation Act of 1973, as Amended.** No otherwise qualified individual will, solely by reason or 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)

 - VI. **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.

 - VII. **ADA Compliance.** CITY shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (state and local government grantees).
- b) **Section 3.** The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than \$100,000) shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Compliance with the provisions of Section 3 shall be a condition of the Federal financial assistance provided under this contract and binding upon **COUNTY'S, CITY** and any of **CITY'S** subcontractors. Failure to fulfill these requirements shall subject **CITY** and any of **CITY'S** subcontractors, their successors and assigns, to those sanctions specified by the AGREEMENT through which Federal assistance is provided. **CITY** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

CITY 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.

CITY further agrees to comply with these Section 3 requirements 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.”

CITY 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 **COUNTY**; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project 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 HOME-funded project 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 project is located, and to low- and very low-income participants in other HUD programs.

- c) **POSTING REQUIREMENT.** **CITY** 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. CONFLICT OF INTEREST

- a) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-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 HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, 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 **CITY**, or any designated public agency.

CITY agrees to abide by the provisions of 2 C.F.R. Part 200.318 and 24 C.F.R. Part 92.356, 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.

- b) The **CITY** certifies and discloses that, to the best of the **CITY'S** knowledge and belief:

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 City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and that

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 City, 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.

B3. OTHER REQUIREMENTS

- a) The **CITY** hereby agrees to comply with the requirements of Subparts A, E, F, H, and K of the HOME Investment Partnerships Program Final Rule (24 CFR Part 92) including, but not limited to, those concerning PROJECT eligibility, income and per unit-subsidy limits, non-discrimination and equal opportunity, environmental review, provisions of the Uniform Relocation Act, labor standards, lead-based paint, and conflict of interest.
- b) In carrying out this AGREEMENT, the **CITY** or any contractor shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, age, national origin, family status or handicap. Further, the **CITY** or any contractor or subcontractor shall not discriminate in the sale, rental, use or occupancy of housing; in the sale or rental of land to be developed for housing; in the financing of housing or the provision of brokerage services; including otherwise making unavailable or denying a dwelling to a person, because of race, color, religion, sex, national origin, handicap, or familial status. **CITY** and any contractor or subcontractor agrees to affirmatively further fair housing.

- c) The **CITY** will comply with applicable uniform administrative requirements as described in 24 CFR 92.505(iv) and will carry out the project in compliance with all federal laws and regulations described in Subpart H of the HOME regulations, except that the **CITY** shall not assume **COUNTY'S** environmental responsibilities described under 24 CFR 92.352 and the intergovernmental review process in 25 CFR 92.357 does not apply. Attachment D, Federal Program Requirements, provides a partial overview of federal requirements as they relate to the Award. Since **COUNTY** is responsible for its HOME program, the **COUNTY** reserves the right to review all plans, contracts and other pertinent documentation prior to the commitment of funds in order to confirm compliance with the above federal and local requirements.

ATTACHMENT C – QUARTERLY PIPELINE REPORT

**City of Largo
Pipeline Report**

Case #	Related Case #	Applicant	Client/Applicant 2	Address	City	Zip	Project Type	Grant

Case #	Income Range	County Job # or IDIS #	Application Rec'd	Award Letter Issued	Award Amount	Special Needs	Urgent Case

Case #	Property/Project Eligibility	Flood Zone	ERR	Year Built	LBP	Asbestos	Historic

Case #	Work Write-Up	Bid Date	Bid Opening Date	Loan Closing	Rescind/Contract Signing	LDS	Final Case Review Date	Loan Mod. Complete

Case #	Added to Loan Database	Mortgage Recorded	LURA Recorded	Finance Notification	HOME Funds Requested	HOME Funds Rec'd	Status % Complete	Comments

