This instrument was prepared by:
Brook Gajan, Pinellas County Housing
and Community Development Department
310 Court Street, 1st Floor
Clearwater, FL 33756

AGREEMENT NO.: CD24PARCCV2

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD LAND USE RESTRICTION AND SUBRECIPIENT AGREEMENT

This COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBAWARD LAND USE RESTRICTION AND SUBRECIPIENT AGREEMENT (AGREEMENT), is made by and between **Pinellas County** (COUNTY), a political subdivision of the State of Florida, having its principal office at 315 Court Street, Clearwater, Florida 33756 and **PARC, Inc.** (AGENCY), a not-for-profit corporation organized under the laws of the State of Florida, having its principal office at 3190 Tyrone Boulevard North, St. Petersburg, Florida 33710:

WHEREAS, the 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 COUNTY'S 2024-2025 Community Development Annual Action Plan includes Community Development Block Grant funds from the U.S. Department of Housing and Urban Development (HUD) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) to provide housing, public services, community development and other assistance to eligible beneficiaries; and

WHEREAS, the 2024-2025 Annual Action Plan certifies the COUNTY'S compliance with Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG) regulations and specifies projects to be funded under those grants; and

WHEREAS, the Board of County Commissioners, in Resolution 24-46, approved the 2024-2025 Annual Action Plan (Action Plan); and

WHEREAS, HUD has approved the COUNTY'S Action Plan and use of the funds for the activities identified in the Action Plan; and

WHEREAS, as a result of the submission and approval of the COUNTY'S Action Plan, COUNTY and HUD entered into a Funding Approval/Agreement; and

WHEREAS, the AGENCY has requested funding for facility renovations, hereinafter referred to as the PARC Curry Villas Facility Rehabilitation Project; and

WHEREAS, the **PARC Curry Villas Facility Rehabilitation Project** was approved as a project in the Action Plan and is an eligible project that meets the criteria of a National Objective under the CDBG regulations at 24 C.F.R. Part 570.201(c) and 24 C.F.R. Part 570.208(a); and

WHEREAS, the COUNTY will serve as a pass-through entity for AGENCY to receive CDBG funding to support its request; and

WHEREAS, on December 11, 2024, the County executed Community Development Block Grant Program Subaward Specific Performance and Land Use Restriction Agreement, Agreement No: CD24PARCCV wherein

the COUNTY provided AGENCY $105,630.00 (One Hundred Five Thousand, Six Hundred Thirty and 00/100 Dollars) in CDBG funds to AGENCY for facility improvements, as recorded in Official Records Book 23000, Pages 895-930; and

WHEREAS, due to delays in obtaining project materials and in the permitting process of the rehabilitation project, the commencement of the project was delayed. On August 6, 2025, the First Amendment to CD24PARCCV extended the term of Agreement three (3) months to December 31, 2025, and extended the term of the Restricted Period three (3) months to January 1, 2034, as recorded in Official Records Book 23255, Pages 2523-2525; and

WHEREAS, the project continued to experience delays in the permitting process and the Agreement expired on December 31, 2025; and

WHEREAS, a new AGREEMENT is being executed to replace expired Agreement CD24PARCCV; and

WHEREAS, under the CDBG Grant and other applicable Federal law, it is required that the COUNTY and the AGENCY enter into a written subrecipient agreement, which must include proper assurances that the project will continue to benefit its targeted population for a specific period of time; and

WHEREAS, as a condition of receipt of the CDBG funds and for certain activities and services identified in this AGREEMENT, AGENCY agrees to certain land use restrictions; and

WHEREAS, Pinellas County Housing and Community Development Department (DEPARTMENT) administers the CDBG program on behalf of the COUNTY.

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

1. PROJECT DESCRIPTION

a) AGENCY shall contract for and provide construction oversight of facility improvements at the AGENCY'S Curry Villas Group Home located at 5825 – 66th Street North, St. Petersburg; hereinafter referred to as the "PROJECT." COUNTY shall provide funds to AGENCY under this AGREEMENT for eligible costs associated with PROJECT.

b) The PROJECT will consist of the following facility improvements at PARC's Curry Villas Group Home including:

   i. Purchase and install 100 KW generator
   ii. Install concrete generator pad

c) AGENCY shall administer the PROJECT in a manner satisfactory to COUNTY and consistent with any standards required as a condition of providing these funds and shall ensure all contracts and subcontracts adhere to all requirements of this AGREEMENT.

d) AGENCY shall carry out the PROJECT under this AGREEMENT in accordance with the following:

   i. AGENCY shall obtain at least two written bids from properly licensed and insured contractors for any construction services solicited for rehabilitation improvements described in 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.

e) AGENCY shall ensure PROJECT meets the CDBG National Objective to benefit low- and moderate-income persons, as defined in 24 CFR 570.208. AGENCY certifies that the PROJECT will meet the national objective by serving as an intermediate care facility providing residential and supportive services for the benefit of approximately 15 individuals with intellectual and developmental disabilities.

f) Property**:** The property (hereinafter the "PROPERTY") subject to this AGREEMENT is 5825 – 66th Street North, St. Petersburg, FL 33709, which is further known as:

LEGAL DESCRIPTION: THE EAST 141.20 FEET OF THE SOUTH ¼ OF FARM "C", BLOCK 30, IN THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 30 SOUTH, RANGE 16 EAST OF PINELLAS FARMS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, LESS THE WEST 15 FEET FOR STREET

PARCEL NO#: 32/30/16/69930/330/0304

g) AGENCY hereby warrants that it is the only fee simple owner of the PROPERTY and is lawfully able to enter into this AGREEMENT and restrict the use of the PROPERTY as described herein.

h) During the term and Restricted Period of this AGREEMENT, as further defined herein, AGENCY shall ensure that services provided on the PROPERTY benefit individuals with intellectual and developmental disabilities, at least 51% of which must be low- to moderate-income persons whose income does not exceed 80% of Area Medium Income, as defined by HUD.

i) AGENCY shall submit performance reports, as required in **Attachment A**, Financial and Administrative Requirements, to DEPARTMENT summarizing information on all clients/users of the PROJECT and/or information as necessary to quantify results.

j) AGENCY agrees that any equipment purchases to be reimbursed under this AGREEMENT shall be approved in advance by COUNTY, if expense is estimated to be $500 or more. AGENCY agrees that it is AGENCY'S responsibility to notify COUNTY and provide two bids with notice of said items. Any said purchases made without prior COUNTY approval shall not be eligible for reimbursement.

2. MONITORING

a) COUNTY shall have the right to monitor the AGENCY to ensure funding provided by this AGREEMENT is used for authorized purposes, and that performance goals are achieved by evaluating performance against goals and standards as stated above.

b) Depending on the COUNTY'S assessment of risk of performance by AGENCY, additional requirements may be imposed on the AGENCY, including training, technical assistance, desk-top and on-site reviews.

c) Substandard performance as determined by the COUNTY will constitute noncompliance with this AGREEMENT.

3. TERM OF SPECIFIC PERFORMANCE AGREEMENT; EFFECTIVE DATE

a) This AGREEMENT shall become valid and binding upon proper execution by the parties hereto, and unless terminated pursuant to the terms herein, shall continue in full force and effect until **June 30, 2026**, or until COUNTY'S full and complete disbursement of funding to AGENCY, whichever comes first. AGENCY may use the funds provided herein to cover eligible PROJECT expenses incurred by the AGENCY between **January 1, 2026,** and **June 30, 2026.**

b) Notwithstanding the termination of the AGREEMENT, the use restrictions referenced in Section 7. REVERSION OF ASSETS; LAND USE RESTRICTIONS, shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until the end of the Restricted Period referenced in Section 7. REVERSION OF ASSETS; LAND USE RESTRICTIONS.

4. FUNDING

a) COUNTY, through DEPARTMENT, shall reimburse AGENCY a maximum of **$105,630.00 (One Hundred Five Thousand, Six Hundred Thirty and 00/100 Dollars)** in CDBG funding for eligible activities related to the PROJECT.

b) If AGENCY receives notification from a third-party funding source of an offer for additional funding to complete the PROJECT, 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.

c) COUNTY shall pay AGENCY, on a reimbursement basis only, for all allowable agreed upon expenses to complete the PROJECT. Reimbursement will be provided only for costs that can be documented as being directly related to the PROJECT.

d) AGENCY shall submit supporting documentation with each request for reimbursement of actual costs incurred by AGENCY in carrying out the PROJECT as described in Project Description. All requests must be approved by COUNTY, through the DEPARTMENT, prior to payment. A "Request for Reimbursement" form will be provided to AGENCY by the DEPARTMENT.

e) 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).

f) Should AGENCY fail to submit adequate supporting documentation with each request for payment as required by COUNTY, the COUNTY may disapprove the request.

g) It is understood that this AGREEMENT is funded in whole or in part with CDBG funds provided to COUNTY by HUD and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the COUNTY may prescribe.

h) AGENCY agrees that in the event that any grant is reduced or withheld by HUD, COUNTY shall not be liable for payment of PROJECT 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.

i) In the event that HUD determines that AGENCY has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this AGREEMENT, AGENCY shall provide said reimbursement from non-federal sources within ten (10) days of said notice from COUNTY.

j) AGENCY shall insure recognition of the role of the COUNTY in providing funding through this AGREEMENT. Where possible, all media, press releases, publications, and temporary construction signage, if applicable, utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source.

k) 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 DEPARTMENT Davis-Bacon Contract Administrator's approval prior to disbursing all the PROJECT'S construction payments to contractors.

l) 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.

m) Build America, Buy America. AGENCY acknowledges that the Project must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the PROJECT. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by waiver.

   The BABA Act was enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, and establishing a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. AGENCY acknowledges that for PROJECT, unless subject to eligible waivers, AGENCY must ensure that the iron, steel, manufactured products, and construction materials used in the Project are produced in the United States. In section 70912, the BABA Act further defines a project to include "the construction, alteration, maintenance, or repair

of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property.

n) 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. AGENCY shall ensure contracts with contractors comply with all requirements in **Attachment C**, Contract Provisions for Contracts Under Federal Awards.

5. **SPECIFIC GRANT INFORMATION:** 2 C.F.R. Part 200.332(b) (1) (Federal Award Identification) requires that certain specific information about the CDBG Grant be included in this AGREEMENT. Such information, consistent with the accordant subsections under 2 C.F.R. Part 200.332(b) (1), follows:

(a)	Subrecipient's Name	PARC, Inc.
(b)	Subrecipient's Unique Entity Identifier (UEI)	XE5YXHKBHLA7
(c)	Federal Award Identification Number (FAIN)	B-24-UC-12-0005
(d)	Federal Award Date	09/19/2024
(e)	Subaward Period of Performance Start and End Date	01/01/2026 - 06/30/2026
(f)	Subaward Budget Period Start and End Date	01/01/2026 - 06/30/2026
(g)	Amount of Federal Funds Obligated in the subaward	$105,630.00
(h)	Total Amount of Federal Funds Obligated to Subrecipient ("*by the pass-through entity including the current financial obligation")*	$547,086.50
(i)	Total Amount of the Federal Award *("committed to the subrecipient by the pass-through entity.")*	$547,086.50
(j)	Federal Award Project Description, as required by the Federal Funding Accountability and Transparency Act (FFATA)	Facility rehabilitation including site improvements and the installation of the generator at the Curry Villas facility.
(k)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(l)	Pass-Through Entity, GRANTEE	Pinellas County
(m)	Contact Information for Awarding Official, GRANTEE	Brook Gajan, Compliance Manager 310 Court Street, 1st Floor Clearwater, Florida 33756 Phone: 727-464-8232
(n)	CFDA Number and Name	14.218 Community Development Block Grant/Entitlement Grants
(o)	Amount Made Available Under Each Federal Award	$2,338,964.00
(p)	Identification of Whether the Award is for research and development (R&D)	Award not for R&D
(q)	Indirect Cost Rate for the Federal Award (including if the de minimis rate is used in accordance with 2 C.F.R 200.414	N/A

6. 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) days of receipt of such funds. Upon completion of the PROJECT, AGENCY shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.

7. REVERSION OF ASSETS; LAND USE RESTRICTIONS

a) Use Restrictions: The AGENCY covenants and agrees that the PROPERTY shall be used to provide services to individuals with intellectual and developmental disabilities. The AGENCY shall ensure that 51% of the beneficiaries of the services provided are low- to moderate-income households whose income does not exceed 80% of Area Median Income, as defined by HUD.

b) Restricted Period: Notwithstanding the termination of the AGREEMENT, the land use restrictions referenced herein shall remain in full force and effect, restricting the use of the PROPERTY to the use outlined herein, from the Effective Date of this AGREEMENT until **July 1, 2034** (hereinafter the "Restricted Period").

c) Successors and Assigns: The covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure, to the AGENCY, its successors, assigns, and all subsequent owners of the PROPERTY or any interest therein, during the Restricted Period. The AGENCY shall expressly reference the conditions and covenants of this AGREEMENT on any deed or other instrument conveying ownership interest in the PROPERTY. Notwithstanding, however, if all or any part of the PROPERTY or an interest therein is sold or transferred, the COUNTY may, in its sole discretion, and in addition to all other remedies provided in law or equity, require AGENCY to reimburse to COUNTY CDBG funds used for the PROJECT. The amount to be reimbursed to COUNTY shall be in accordance with the Reversion of Assets Requirements adopted by the Housing and Community Development Department of the COUNTY which incorporates, and depending on funding amount, may exceed the minimum federal requirements outlined in 24 CFR 570.503(b)(7).

d) Sale or Lease Notice Requirements: AGENCY covenants that no lease, sale, or title transfer to any third party shall occur prior to giving the COUNTY a Ninety (90) day written notice.

e) Recordation: This AGREEMENT shall be properly filed and recorded by the COUNTY in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use of the PROPERTY subject to and in accordance with the terms contained herein.

8. DEFAULT

The AGENCY will be in default of this AGREEMENT, if AGENCY materially fails to perform under or breach any of the terms of 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 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;

d) Submission by the AGENCY to COUNTY of reports that are incorrect or incomplete in any material respect; or

e) Sale or alteration of the PROJECT or PROPERTY in a way that no longer conforms to the use or terms specified herein.

9. 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) To require AGENCY to reimburse to COUNTY CDBG funds used for the PROJECT in accordance with the Reversion of Assets Requirements adopted by the DEPARTMENT of the COUNTY which incorporates, and depending on funding amount, may exceed the minimum federal requirements outlined in 24 CFR 570.503(b)(7).

c) In accordance with 2 C.F.R. Part 200.339 (Remedies for Noncompliance), 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 AGENCY:

   i. Temporarily withhold reimbursement requests until AGENCY takes corrective action;
   ii. Disallow costs for all or a part of the activity associated with the noncompliance of AGENCY;
   iii. Initiate suspension or debarment proceedings;
   iv. Withhold further Federal awards (new awards or continuation funding) for the project or program;
   v. Suspend or terminate the AGREEMENT in part or in its entirety; or
   vi. Take any other legal or equitable action available.

   Per 2 C.F.R. Part 200.342 (Opportunities to Object, Hearings, and Appeals), 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.

d) 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 project 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.

10. TERMINATION

a) Termination for cause. This AGREEMENT may be terminated by COUNTY for cause in accordance with Sections 8 and 9 herein.

b) Termination for convenience. This AGREEMENT may be terminated by COUNTY or AGENCY, in whole or in part, upon sixty (60) days written notice by the terminating party to the other 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 the applicable requirements of 2 C.F.R. Part 200.340 (Termination) and 2 CFR Part 200.341 (Notification of Termination Requirement) for reporting termination of AGREEMENT to the OMB-designated integrity and performance system, System for Award Management (SAM) database.

c) Closeout. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.344 (Closeout) and 2 C.F.R. Part 200.345 (Post-closeout adjustments and continuing responsibilities).

d) 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.

11. INDEMNIFICATION

AGENCY agrees to 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 the 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 AGENCY; or by, or on account of, any claim or amounts recovered under the Worker's Compensation Law or 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 based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The duty to defend under this paragraph is independent and separate from the duty to indemnify and the duty to defend exists regardless of any ultimate liability of AGENCY, COUNTY, and any indemnified party.

12. INSURANCE

a) AGENCY shall procure, pay for and maintain insurance coverage per **Attachment D**, Insurance Requirements.

b) During the Restricted Period, AGENCY will carry coverage for all damage to the real property identified in Section 1 (Project Description), and will specifically list Pinellas County, a political subdivision of the State of Florida, as a loss payee on the policy (or policies).

c) AGENCY shall furnish COUNTY, or its designee, with properly executed Certificate of Insurance which shall clearly evidence all insurance required in this section prior to commencement of PROJECT. The certificates will, at a minimum, list exclusions, limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

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 AGENCY representative. Unless otherwise specified herein or necessary, AGENCY 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 AGENCY and COUNTY, the contact information for whom follows:

COUNTY REPRESENTATIVE:
Joe Riddle, Grants Program Manager
Pinellas County Housing and
Community Development
440 Court Street, 2nd Floor
Clearwater, Florida 33756
Telephone: 727-464-8234
Fax: 727-464-8254
Email: jriddle@Pinellas.Gov

AGENCY REPRESENTATIVE:
Michelle Detweiler, President and CEO
Parc, Inc.
3190 Tyrone Boulevard North
St. Petersburg, Florida 33710-2919
Telephone: 727-341-6903
Fax: 727-345-7130
Email: mdetweiler@Parc-Fl.Org

14. MODIFICATIONS

a) 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.

b) Modifications to this AGREEMENT for minor project description updates that do not change the purpose of the project and that do not increase the maximum funding amount shall be submitted in

the format prescribed and provided by the COUNTY in **Attachment E**, Modification Form. Modifications may be executed on behalf of the COUNTY by its Director of the DEPARTMENT.

15. ASSIGNABILITY

AGENCY shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT without the prior written approval of COUNTY. Any purported assignment in violation of this section shall be null and void. 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 CDBG 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.

16. 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 F**, 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 CDBG Grant and are hereby imposed upon AGENCY. Moreover, those rights reserved by HUD in the CDBG 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.

17. 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 PROJECT. 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.

18. 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.

19. SEVERABILITY

The terms and conditions of the 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.

20. ENTIRETY

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and AGENCY and supersedes all prior negotiations, representations, or agreements either oral or written.

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 FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the last date of execution as shown below.

Signed, sealed, and delivered in the presence of:

PINELLAS COUNTY, FLORIDA
a political subdivision, of the State of Florida

By: _____
Name: Barry A. Burton, County Administrator
Address: 315 Court Street, Clearwater, FL 33756

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this ____ day of _____ **2026,** by **Barry A. Burton, County Administrator of Pinellas County**, a political subdivision of the State of Florida, on behalf of Pinellas County, who is ( ) personally known to me or ( ) who has produced _____as identification.

_____
(Signature)

_____
(NOTARY STAMP/SEAL ABOVE) (Name of Notary, typed, printed, or stamped)

Signed, sealed, and delivered in the presence of:

AGENCY: PARC, Inc.
a Florida Not-for-Profit Corporation

By: _____
Name: Michelle Detweiler, President/CEO
Address: 3190 Tyrone Boulevard North
St. Petersburg, FL 33710-2919

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this ____ day of _____ **2026,** by **Michelle Detweiler, President/CEO of PARC Housing II, Inc.**, a Florida Not-for-Profit Corporation, on behalf of the corporation, who is ( ) personally known to me or ( ) who has produced _____as identification.

_____
(Signature)

_____
(NOTARY STAMP/SEAL ABOVE) (Name of Notary, typed, printed, or stamped)

ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A1. FINANCIAL MANAGEMENT

a) Accounting Standards. AGENCY agrees to comply with Subpart E of 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. AGENCY will administer its program in conformance with Subpart E of 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. 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 CFR Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 5.106:

i. Conflict of Interest Policy, in accordance with 2 CFR 200.112 (Conflict of Interest), 2 CFR 200.318(c) (General Procurement Standards).
ii. Cost Allowability Procedures for determining the allowability of costs in accordance with 2 CFR 200.302(b) (7) (Financial Management) and 2 CFR 200.403 (Factors Affecting Allowability of Costs).
iii. Cash Management/Payment Timing Procedures to implement the requirements of 2 CFR 200.305 (Federal Payment).
iv. Procurement/Purchasing Policy, in accordance with 2 CFR 200.318(a) (General Procurement Standards), 2 CFR 200.319(c) (d) (Competition), and 2 CFR 200.320 (Procurement Methods), 2 CFR 200.324 (Contract Cost and Price), 2 CFR 200.326 (Bonding Requirements).
v. Compensation, Fringe Benefits and Travel Costs, in accordance with 2 CFR 200.430 (Compensation-Personal Services), 2 CFR 200.431 (Compensation-Fringe Benefits), 2 CFR 200.474 (Transportation Costs).
vi. If applicable. Gender Identity Equal Access Operating Policy and Procedures, in accordance with 24 CFR 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 CFR Part 570.506, 2 CFR 200.302 (Financial Management) and 2 CFR 200.334 (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 required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
vi. Records documenting compliance with the civil rights components of the CDBG program;
vii. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 200.334;
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 CDBG-funded construction projects; and
ix. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

b) Record Retention and Access [2 CFR 200.334 - Record Retention Requirements]. All records pertaining to this AGREEMENT and the federal award shall be retained for three years from the date of submission of the final financial. For awards that are renewed quarterly or annually, AGENCY must retain records for three years from the date of submission of the quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. Federal agencies or pass-through entities may not impose any other record retention requirements except for the following:

i. The records must be retained until all litigation, claims, or audit findings involving records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by state law.
ii. When the COUNTY or AGENCY is notified in writing by the Federal agency or pass-through-entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.
iii. The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.
iv. The three-year retention requirement does not apply to the COUNTY or AGENCY when records are transferred to or maintained by the Federal agency.
v. The records for program income earned after the period of performance must be retained for three years from the end of the COUNTY'S or AGENCY'S fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the COUNTY or AGENCY to report on program income earned after the period of performance in the terms and conditions of the Federal award.
vi. The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as

computer usage chargeback rates or composite fringe benefit rates must be retained according to the applicable option below:

1. *If submitted for negotiation*. When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate, (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.
2. *If not submitted for negotiation*. When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

c) Methods for Collection, Transmission, and Storage of Information [2 CFR 200.336]. When practicable, AGENCY must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, AGENCY must always provide or accept paper versions of Federal award information to and from the COUNTY. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The AGENCY does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, AGENCY may substitute electronic versions of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

d) Access to Records [2 CFR 200.337].

i. Records of Recipients and Subrecipients. The Federal agency, or pass-through entity, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to any records of the COUNTY or AGENCY pertinent to the Federal award, to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the COUNTY'S or AGENCY'S personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

ii. Extraordinary and Rare Circumstances. The COUNTY or AGENCY and Federal agency or pass-through entity must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Federal agency.

iii. Expiration of Right of Access. The Federal agency's or pass-through entity's rights of access are not limited to the required retention period of this part but last as long as the records are

retained. Federal agencies or pass-through entities must not impose any other access requirements upon COUNTY and AGENCY.

e) Audits and Inspection. If AGENCY expends more than $1,000,000 or more in a fiscal year in Federal awards from all sources, AGENCY must have a single audit 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 14.218. 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 CFR 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 CFR Part 200.511 (Audit Findings Follow Up) and 2 CFR 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 Unique Entity Identifier (UEI) 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 UEI, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 CFR Part 25 and 2 CFR 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 CFR 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.

c) Reports – During Effective Period. During the Effective Period of this AGREEMENT, AGENCY shall submit performance reports to DEPARTMENT, quarterly, which summarizes information on all clients/users of the PROJECT and/or information as necessary to quantify the results. Quarterly

reports are due 30 days following the end of the first three quarters of the AGREEMENT: January 30th, April 30th, and July 30th, as applicable. The final fourth quarter report is due either with the final payment request in October, or no later than fifteen business days after September 30th if final payment has already been requested.

d) Reports – During Restricted Period. During the Restricted Period of this AGREEMENT, AGENCY shall submit performance reports to DEPARTMENT, annually, which summarizes information on all clients/users of the PROJECT and/or information as necessary to quantify the results. Annual reports are due 30 days following the end of each fiscal year, September 30th, throughout the Restricted Period.

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 HISTORICAL 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 CFR Part 1, together with section 109 of the Act (24 CFR 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 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 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 CFR 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 and 2 CFR 200.321 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. 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 $200,000) 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, AGENCY, and any of AGENCY'S subcontractors. Failure to fulfill these requirements shall subject AGENCY and any of AGENCY'S subcontractors, their successors and assigns, to those sanctions specified by the AGREEMENT through which Federal assistance is provided. AGENCY certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

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 75 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.

AGENCY 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."*

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 Pinellas 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 CDBG-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.

vi. 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.)

vii. 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)

viii. 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.

ix. ADA Compliance. AGENCY 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) 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 CFR 5.105(a) (2) and 24 CFR 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, 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, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, the AGENCY, or any designated public agency.

AGENCY agrees to abide by the provisions of 2 CFR Part 200.318 and 24 CFR 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 CFR 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. 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 CFR Part 5 General HUD Program Requirements; Waivers, Section 5.109, Equal participation of Religious Organizations in HUD Programs, as well as 24 CFR Part 570.200, 24 CFR Part 570.503, as amended, and 24 CFR 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;

c) It will require that the language of paragraph (d) of this Section 5B (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; and

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 - CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

This AGREEMENT is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, AGENCY shall ensure all contracts awarded to qualified bidders are subject to the following provisions, as applicable, to the services provided.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

If this contract meets the definition of a "federally assisted construction contract", during the performance of this contract, the Contractor agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant with another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of $2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no

laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the COUNTY or AGENCY wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the COUNTY or AGENCY must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees 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) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ''Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed $25,000), appear on the federal government's Excluded Parties List. The Excluded Parties List is accessible at https://uscontractorregistration.com/ [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORs that apply or bid for an award exceeding $100,000 must submit a completed "Disclosure of Lobbying Activities" [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal agency or COUNTY in accordance with the established Federal agency policies.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and COUNTY. CONTRACTOR is also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339, Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or COUNTY designates as sensitive or the COUNTY designates as sensitive and is consistent with applicable federal, state, local and tribal laws regarding privacy and responsibility over confidentiality. Per Title 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more type of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, and/or educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-owned Businesses and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must, when possible, should ensure that small, businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are considered as set forth below:

(1) Include these business types on solicitation lists;

(2) Assuring that these business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of $10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire

workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Domestic Preferences for Procurements [2 CFR §200.322]: CONTRACTOR should (a) to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Procurement of Recovered Materials [2 CFR §200.323]: CONTRACTOR must (a) comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (b) should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost-plus percentage of cost and percentage of construction costs methods of contracting.

Record Retention Requirements [2 CFR 200.334]: Financial award records must be retained for three years from the date of submission of the final financial report. For awards that are renewed quarterly or annually, records must be retained for three years from the date of the submission of the quarterly or annual financial report, respectively. Records to be retained include but are not limited to financial records, supporting documentation, and statistical records. Federal agencies or COUNTY may not impose any other record retention requirements except for the following:

(1) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period.

(2) When the COUNTY or AGENCY is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(3) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.

(4) The three-year retention requirement does not apply to the COUNTY or AGENCY when records are transferred to or maintained by the Federal agency.

(5) Records for program income earned after the period of performance must be retained for three years from the end of the COUNTY'S or AGENCY'S fiscal year in which the program income is earned. This only applies to if the Federal agency or pass-through entity requires the COUNTY or AGENCY to report on program income earned after the period of performance in the terms and conditions the Federal award.

(6) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:

- *If submitted for negotiation.* When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate, (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.
- *If not submitted for negotiation.* When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Request for Transfer of Records [22 CFR 200 § 200.335]: The Federal agency must request the transfer of records to its custody from the COUNTY or AGENCY when it determines that the records possess long-term retention value. However, the Federal agency may arrange for the COUNTY or AGENCY to retain the records that have long-term retention value so long as they are continuously available to the Federal Government.

Methods for Collection, Transmission, and Storage of Information. [2 CFR 200 § 200.337]: When practicable, the Federal agency or pass-through entity and the COUNTY or AGENCY must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the COUNTY or AGENCY. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The COUNTY or AGENCY does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the COUNTY or AGENCY may substitute electronic versions may be of original paper records through duplication or other forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

Access to Records [2 CFR 200 § 200.337]:

(1) *Records of Recipients and Subrecipients.* The Federal agency, or pass-through entity, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to any records of the COUNTY or AGENCY pertinent to the Federal award to perform audits, examinations, execute site visits, or for any other official use. This right also includes timely and reasonable access to the COUNTY'S or AGENCY'S personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) *Extraordinary and Rare Circumstances.* The COUNTY or AGENCY and Federal agency or pass-through entity must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Federal agency.

(3) *Expiration of Right of Access.* The Federal agency's or pass-through entity's rights of access are not limited to the required retention period of this part but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon COUNTY and AGENCY.

ATTACHMENT D - INSURANCE REQUIREMENTS

(To be attached by Risk Management Department)

ATTACHMENT D - INSURANCE REQUIREMENTS

(To be attached by Risk Management Department)

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(To be attached by Risk Management Department)

AGREEMENT NO.: CD24PARCCV2

Attachment E

PINELLAS COUNTY HOUSING AND
COMMUNITY DEVELOPMENT DEPARTMENT
COMMUNITY DEVELOPMENT DIVISION
440 COURT STREET, 2ND FLOOR, CLEARWATER, FL 33756

AGREEMENT MODIFICATION REQUEST
For budget allocation, or contract language changes.

Authorized Official:		Date of Request:	
Agency Name:		Effective Date:	
Address:		Modification Number:	
Budget Change:	Yes ☐ No ☐	Contract Name/ Number:	

A. REQUESTED MODIFICATION (reference appropriate agreement section) *why is this change needed and what will be impacted by this change?*

Why change is needed, what will be impacted
Revised SPA Sections – New language

B. BUDGET MODIFICATION: N/A

PROVIDER AGENCY:

_____
Authorized By:

_____
Name/Title

Date: _____

BCC Approval Required: Yes ☐ No ☐

BCC Approval Date: _____

Effective Date: _____

PINELLAS COUNTY GOVERNMENT:

_____
Verified By:

Gregg Mims, Director
Name/Title

Date: _____

ATTACHMENT F
FEDERAL PROGRAM REQUIREMENTS

Requirements	Federal Regulations	Other References
1. Federal Labor Standards - Davis-Bacon - Copeland Act (Anti-kickback) - Contract Work Hours and Safety Standards	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 *et seq.*
2. Equal Employment Opportunity	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 570.609, 24 CFR 24	
4. Non-Discrimination	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 570.208(b)(1)(iv) and (b)(2)	Local
7. Lead-Based Paint	24 CFR 570.608, 24 CFR 35	42 U.S.C 4821*et seq.*
8. Lump Sum Drawdowns	24 CFR 570.513	
9. Environmental/Historic Preservation/National Environmental Policy Act/Flood Insurance Requirements - Siting Near Airports and Coastal Barrier Resources - Fish and Wildlife Protection - Flood Plain - National Historic Preservation - Noise Abatement & Control - Wetlands - Air Quality - Coastal Zones - Endangered Species - Thermal/Explosive Hazards - Flood Insurance	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 *et seq.*
10. Relocation, Real Property Acquisition, and One-For-One Housing Replacement - Uniform Relocation Act - Residential anti-displacement and relocation assistance - One-for-One Replacement	24 CFR 570.201(i), 570.606, 49 CFR 24, 24 CFR 570.606(c)(1)	Sect. 104(d) and 105(a)(11) of HCDA, www.hud.gov/relocation
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	2 CFR 200.406	45 CFR § 75.406