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BOARD OF COUNTY
COMMISSIONERS
PINELLAS COUNTY FLORIDA



ITEM FOR CHAIRMAN'S SIGNATURE

Document Type: Non-Agenda Item- Chairman's Signature

Document Title/Parties: SPA with City of Largo for Affordable Housing
activities associated with the HOME Program

Legistar File #: 18-535D

BCC Meeting Date: N/A

Number Of Originals To Be Signed: 1

Contact/Submitter Info: Marcella Faucette x 45691

Additional Instructions: _____

Please notify Marcella F. when ready for pick-up.

Thank you.

PLEASE provide Board Records the items to be signed by Chairman no later than the Friday before the scheduled meeting.



Pinellas County

315 Court Street
Clearwater, Florida 33756

Master

File Number: 18-535D

File ID: 18-535D	Type: Delegated Item	Status: Final
Version: 1	Agenda Section:	Department: Planning
Subject:		File Created: 07/05/2018
		Final Action: 11/28/2018
Title: Specific Performance Agreement with the City of Largo for affordable housing activities associated with the federal HOME Investment Partnerships Program.		

Internal Notes: For Barry's approval only, no signature required. Processed for the 1.22.19 Receipt and File Report.

Sponsors:

Enactment Date:

Attachments: CONTRACT.RVW-ComDev-13JUL18_File_18-535D_H
18Largo_HOME_CityofLargo, 18-535D - Risk Review
Specific Performance Agreement with City of Largo for
affordable housing activities with federal HOME FINAL
approved VA

Enactment Number:

REF #:

Hearing Date:

Drafter: mfaucette@pinellascounty.org

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	7/10/2018	Joe Riddle	Approve	7/11/2018
<p>Notes: I have found the following that may need further discussion:</p> <ul style="list-style-type: none"> - Page 2 - "Project" - Should it be ALL CAPS (PROJECT)? On page 20 it is PROJECT. - Page 3 - (e) - notes should be "note" remove the s - Page 3 - (j) - should add "and notes" after mortgages. - Page 4 - 4 (b) - 2.5% of PI for admin? Why only 2.5%? - Page 11 - should add "and notes" after mortgages. - Page 14 - A1 (a) & (b) - Do we need to as "Subpart E" after 2 CFR 200 - Page 17 - Replace 24 CFR Part 85.38 (e) with 2 CFR Part 200.321 					
1	2	7/11/2018	Brook Gajan	Approve	7/12/2018
1	3	7/11/2018	Bruce Bussey	Approve	7/13/2018
<p>Notes: Items noted by Joe have been revised.</p>					
1	4	7/11/2018	Renea Vincent	Approve	7/13/2018
1	6	7/12/2018	Cassandra Williams	Delegated	
<p>Notes: Per Ross Adair, delegate file to Bill Seiter for review in Cassandra's absence. Becky Batten 7/12/18</p>					
1	7	7/12/2018	Bill Seiter	Approve	7/16/2018
<p>Notes: Section 4.a. - Does teh Administrative funding qualify as Direct Cost under the Uniform Grant Guidance? How will it be documented?</p>					
1	8	7/13/2018	OMB Gatekeeper	Delegated	
1	9	7/13/2018	Katherine Burbridge	Approve	7/17/2018
1	10	7/13/2018	Bill Berger	Approve	7/17/2018
1	11	7/17/2018	Risk Firat Review	Approve	7/17/2018
1	12	7/19/2018	Virginia Holscher	Delegated	
1	13	7/23/2018	Risk Firat Review	Delegated	
1	14	7/25/2018	Richard Kahler	Delegated	
<p>Notes: Edited SPA agreement with insurance language.</p>					
1	16	7/27/2018	Virginia Holscher	Delegated	
<p>Notes: Delegated: Out Of Office</p>					
1	17	7/31/2018	Vanessa Alfonso	Approve	8/1/2018
1	18	7/31/2018	Marcella Faucette	Approve	8/2/2018
<p>Notes: Regarding Finance's question about Section 4.a.:</p> <p>The answer is no.</p> <p>The administrative costs do not fall under the uniform guidance. They are costs associated with planning and administrative defined under the HOME rule. HOME allows 10% of the jurisdiction's annual allocation to be used for program planning and administration.</p>					
1	19	8/1/2018	Chelsea Hardy	Approve	8/2/2018
<p>Notes: Please see minor redlined edits. Also, pursuant to 2-62 of the code, and Resolution 18-35, I believe this agreement needs to be signed by the BCC (exceeds 250K).</p>					
1	20	8/1/2018	Marcella Faucette	Delegated	
<p>Notes: Delegated: Out Of Office</p>					
1	21	8/16/2018	Bruce Bussey	Approve	8/3/2018

Master Continued (18-535D)

Notes: The Agreement has been revised.

1	22	8/20/2018	Chelsea Hardy	Approve	8/20/2018
1	23	11/19/2018	Marcella Faucette	Approve	8/22/2018
1	24	11/19/2018	Jo Lugo	Approve	11/21/2018

Notes: For Barry's approval only, no signature required.

1	26	11/23/2018	Jo Lugo	Delegated	
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Notes: Delegated to Canaan for review/approval.

1	27	11/27/2018	Canaan McCaslin	Approve	11/27/2018
1	28	11/27/2018	Jake Stowers	Approve	11/29/2018
1	32	11/28/2018	Barry Burton	Approve	12/3/2018
1	37	11/28/2018	Della Klug	Approve	11/30/2018
1	38	11/28/2018	Jo Lugo	Approve	11/30/2018

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Staff Report

File #: 18-535D, Version: 1

Agenda Date: 1/22/2019

Subject:

Specific Performance Agreement with the City of Largo for affordable housing activities associated with the federal HOME Investment Partnerships Program.

Recommended Action:

Approval by the County Administrator and execution by the Chairman of the Board of County Commissioners (Board) of the Specific Performance Agreement with the City of Largo (City) for affordable housing activities associated with the federal HOME Investment Partnerships Program (HOME).

Strategic Plan:

Ensure Public Health, Safety, and Welfare

2.2 Be a facilitator, convener, and purchaser of services for those in need

Foster Continual Economic Growth and Vitality

4.2 Invest in communities that need the most

4.3 Catalyze redevelopment through planning and regulatory programs

Deliver First Class Services to the Public and Our Customers

5.1 Maximize partner relationships and public outreach

Summary:

The City of Largo's Single Family Rehabilitation and Down Payment Assistance Programs were approved as projects to be carried out under the County's 2018-2019 Action Plan. This agreement will provide funding to the City for HOME eligible affordable housing programs benefiting qualified households in the City; a portion of the funds may also be used for administration of the activities. The City will submit supporting documentation with each request for reimbursement. The City will comply with all Federal and County requirements.

Background/Explanation:

On June 19, 2018, the Board of County Commissioners (Board) executed Resolution 18-35, which approved the County's FY 2018-2019 Action Plan and authorized the Chairman, or designee, to sign Specific Performance, Land Use Restriction, and Agency Agreements. In accordance with the adopted Consolidated Plan and Annual Action Plan, it is necessary to enter into Specific Performance Agreements with qualified agencies to allow for certain activities stated in the Annual Action Plan to be contractually delegated and specify the obligation of the agencies receiving funds in meeting Federal, State and County requirements.

The County and the City formed a partnership (Consortium) under the HOME program to address affordable housing issues for low- and moderate-income households, with the County as the lead agency for the Consortium.

Fiscal Impact:

The total amount of entitlement funding for this agreement is not to exceed \$290,421.00 during the term of the Agreement. Funding for this Agreement is budgeted from FY19 HOME funds. Appropriation is included in the Fiscal Year 2019 Adopted Budget.

Delegated Authority:

This item is for County Administrator review and execution by the Board Chairman. Authority for the Board Chairman to execute Specific Performance Agreements is granted in Resolution 18-35.

Staff Member Responsible:

Renea Vincent, Director, Planning

Partners:

City of Largo
U. S. Department of Housing and Urban Development

Attachments:

Specific Performance Agreement
Resolution 18-35

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

THIS HOME INVESTMENT PARTNERSHIPS PROGRAM SUBAWARD SPECIFIC PERFORMANCE AGREEMENT (AGREEMENT), made and entered into this *10th* day of *January*, ~~2018~~²⁰¹⁹, 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 City of Largo (**CITY**), a political subdivision of the State of Florida having its principal office at 201 Highland Avenue, Largo, Florida 33770:

WITNESSETH:

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

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has approved the **COUNTY'S** 2018-2019 Annual Action Plan for the HOME Investment Partnerships Program (HOME) and use of HOME funds for the activities identified in the Action Plan; and

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

WHEREAS, the Board of County Commissioners in Resolution 18-35 approved the 2018-2019 Action Plan furthering the **COUNTY'S** Community Development goals; and

WHEREAS, the 2018-2019 Action Plan certifies the **COUNTY'S** compliance with Community Development Block Grant (CDBG), HOME, and Emergency Solutions Grant (ESG) regulations and specifies projects to be funded under those grants; and

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

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

WHEREAS, the **CITY'S** Single Family Rehabilitation and Down Payment Assistance Programs were approved as projects in the Action Plan; and

WHEREAS, these are eligible projects and meet the criteria of an eligible activity under the HOME regulations at 24 CFR 92.205; and

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

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

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

1. SPECIFIC GRANT INFORMATION

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

2. PROJECT DESCRIPTION

- a) **CITY** shall, on behalf of the **CONSORTIUM**, use funds provided under this AGREEMENT for HOME eligible affordable housing programs, including program administration, benefiting qualified households in the City of Largo; and shall use funds for a minimum of four (4) eligible affordable housing rehabilitation, reconstruction, and/or down payment assistance program activities for the benefit of income eligible households; hereinafter referred to as "PROJECT."
- b) **CITY** shall provide descriptions of new programs to **COUNTY** for review and approval for compliance with the HOME program. **CITY** agrees to submit to **COUNTY** any subsequent modifications to previously approved programs for **COUNTY'S** review and approval.

- c) All entitlement funds shall be committed to eligible activities no later than **January 30, 2020**. All program income shall be committed within **twelve (12) months** of receipt by **CITY**.
- d) If the **CITY** provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, the **CITY** must have a written agreement with said parties which meets the regulations of 24 CFR 92.504.
- e) **CITY** shall require all HOME fund recipients to execute a promissory note and mortgage in favor of the **CITY** on behalf of the **CONSORTIUM**. Mortgage and note must meet the requirements of 24 CFR 92.504(c) (2). The **CITY** shall also require all HOME fund recipients to execute a two-party Homebuyer Agreement or Homeowner Agreement. Recipient will also provide proof of homeowners insurance with dwelling coverage naming **CITY** on behalf of **COUNTY** as loss payee for their interest in the funds granted to recipient.
- f) All housing units assisted by **CITY** with HOME funds shall comply with the affordability requirements of the Code of Federal Regulations (CFR) contained at 24 CFR 92.254. For activities involving homebuyer assistance, **CITY** shall administer the recapture restrictions as submitted to and approved by HUD in the **CONSORTIUM'S** Action Plan.
- g) **CITY** shall ensure compliance with displacement, relocation, and acquisition requirements of the Code of Federal Regulations (CFR) contained at 24 CFR 92.353 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- h) **CITY** shall ensure that HOME assisted units meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of Project completion.
- i) **CITY** shall ensure compliance with §701.04, *et. seq.*, Florida Statutes, Cancellation of Mortgages, Liens, and Judgments.
- j) **CITY** shall provide **COUNTY** with copies of all satisfactions for HOME funded mortgages within thirty (30) days of said satisfactions.
- k) The project description outlined above shall not be altered without written approval of the **COUNTY** through **DEPARTMENT**.

3. TERM OF AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become effective on **October 1, 2018**, and shall continue in full force and effect until **April 30, 2020**, or until **COUNTY'S** full and complete disbursement of funding to **CITY**, whichever comes first.

4. FUNDING

- a) The **COUNTY**, through **DEPARTMENT**, shall pay the **CITY \$131,410.19 (One Hundred Thirty One Thousand, Four Hundred Ten Dollars and 19/100)** of HOME funding for HOME eligible single-family rehabilitation/reconstruction activities and **\$130,000.00 (One Hundred Thirty Thousand Dollars and NO/100)** for HOME eligible down payment assistance activities funded under the terms of this AGREEMENT. The **COUNTY**, through **DEPARTMENT**, shall also provide Administrative funds to the **CITY** not to exceed **\$29,010.81 (Twenty Nine Thousand, Ten Dollars and 81/100)**.
- b) The AGREEMENT amount is subject to increase by the amount of HOME program income received from **CITY** projects. Additional administrative funds paid to the **CITY**, calculated on program income, excluding recaptured funds which are not eligible for additional administrative funds, will not exceed two and one-half percent (2.5%) of the program income received by **CITY**.
- c) Administrative costs will only be reimbursed for the period **October 1, 2018** through **September 30, 2019**. Administrative funds remaining after **September 30, 2019** will be converted to project funds for use in subsequent years.

5. PAYMENT

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

- approval, DEPARTMENT shall distribute funds to the **CITY**. Reimbursement requests which do not meet the requirements for approvals, as determined by the DEPARTMENT, shall be denied or returned to the **CITY**.
- c) Upon receipt and acceptance of a complete reimbursement request, **COUNTY** shall pay **CITY** all reimbursable funds in accordance with 2 C.F.R. 200.305 (Payment).
 - d) It is understood that this AGREEMENT is funded in whole or in part with HOME funds provided to **COUNTY** by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the **COUNTY** may prescribe.
 - e) The **CITY** agrees that in the event that any grant is reduced or withheld by HUD, the **COUNTY** shall give notice to the **CITY** and shall thereafter not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that HUD determines that the **CITY** has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this AGREEMENT, the **CITY** shall provide said reimbursement from non-federal sources within thirty (30) days of said notice from the **COUNTY**.
 - f) **CITY** shall comply with all other requirements in **Attachment A**, Financial and Administrative Requirements, and **Attachment B**, Employment and Personnel Requirements, adopted and incorporated herein.

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6. SPECIFIC GRANT INFORMATION

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

(a)	Subgrantee's Name	City of Largo
(b)	Subgrantee's DUNS Number	079210803
(c)	Federal Award Identification Number (FAIN)	M-18-DC-12-0217
(d)	Federal Award Date	TBD Upon Receipt of Grant Agreement
(e)	Subaward Period of Performance Start and End Date	October 1, 2018 - December 31, 2020
(f)	Amount of Federal Funds Obligated by this Action (<i>"by the pass-through entity to the subgrantee"</i>)	\$ 290,421.00
(g)	Total Amount of Federal Funds Obligated to Subgrantee (<i>"by the pass-through entity including the current obligation"</i>) including other SPA's	\$ 290,421.00
(h)	Total Amount of the Federal Award (<i>"committed to the subgrantee by the pass-through entity."</i>)	\$ 290,421.00
(i)	Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Provision of funds to provide affordable housing programs benefiting qualified households in the City of Largo
(j)	Name of Federal Awarding Agency	U. S. Department of Housing and Urban Development (HUD)
(k)	Pass-Through Entity, GRANTEE	Pinellas County
(l)	Contact Information for Awarding Official, GRANTEE	Brook Gajan, Community Development Compliance Manager, 440 Court Street, 2 nd Floor Clearwater, Florida 33756 - Phone: 727-464-8232
(m)	CFDA Number and Name	14.239 HOME Investment Partnerships Program
(n)	Amount Made Available Under Each Federal Award	\$1,349,340.00
(o)	Identification of Whether the Award is R&D	Award not for R&D
(p)	Indirect Cost Rate for the Federal Award (including if the de Minimis rate is charged)	N/A

7. USE AND REVERSION OF ASSETS

- a) Program income, as defined in 24 CFR 92.2, received by the **CITY** shall be returned to the **COUNTY** in quarterly payments and shall commence with the execution date of this AGREEMENT. Notwithstanding **CITY'S** obligation to re-allocate funds to **COUNTY** for non-exclusive use under Section 10 herein (Remedies), all program income generated by the **CITY** will be made available to the **CITY** for the **CITY'S** exclusive use towards additional eligible affordable housing activities.
- b) Recapture funds received by the **CITY** shall be returned to the **COUNTY** in accordance with 92.503 in quarterly payments and shall commence with the execution date of this AGREEMENT. Notwithstanding **CITY'S** obligation to re-allocate funds to **COUNTY** for non-exclusive use under Section 10 herein (Remedies), all recaptured funds generated by the **CITY** will be made available to the **CITY** for the **CITY'S** exclusive use towards additional eligible affordable housing activities.
- c) The obligations under this Section 7 (Use and Reversion of Assets) shall survive expiration of this AGREEMENT.

8. HOLD HARMLESS

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

9. DEFAULT

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

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the **CITY** to fulfill in a timely and proper manner its obligations under this AGREEMENT;

- c) Ineffective or improper use of funds provided under this AGREEMENT, including use of funds for projects that do not meet the affordability requirements; or
- d) Submission by the CITY to COUNTY of reports that are incorrect or incomplete in any material respect.

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

10. REMEDIES

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

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

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

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

11. TERMINATION

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

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

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

12. EFFECTS OF SUSPENSION AND TERMINATION

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

13. NOTICES; AGREEMENT REPRESENTATIVES

- a) Notices required by this AGREEMENT shall be in writing and delivered via mail (postage required), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notices delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other communications under this AGREEMENT shall be addressed to

the individuals in the capacities indicated below, unless otherwise identified in this AGREEMENT or modified by subsequent written notice.

- b) Project shall be conducted and administered under the direction of **CITY** representative. Unless otherwise specified herein or necessary, **CITY** representative shall coordinate Project implementation with **COUNTY** representative (Project Manager). Further, unless otherwise stipulated herein or necessary, all notices, invoices, payments, reports, and other written communications shall be conducted and exchanged between the representatives for **CITY** and **COUNTY**, the contact information for whom follows:

COUNTY REPRESENTATIVE:

Daphne Johnson-McCluster
Project Manager
Pinellas County Planning Department
440 Court Street, 2nd Floor
Clearwater, Florida 33756
Telephone: 727-464-8242
Fax: 727-464-8254
Email: djohnson-mccluster@co.pinellas.fl.us

CITY REPRESENTATIVE:

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

14. MODIFICATIONS

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

15. REPORTING

- a) General. **CITY** shall provide to **DEPARTMENT** its Data Universal Numbering System (DUNS) Number and must register and maintain the currency of information in the System for Award Management (SAM) database, so that Grantee complies with the requirements established by the Federal Office of Management and Budget concerning the DUNS, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 CFR Part 25 and 2 CFR Part 170. **CITY** will also comply with the Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25-Award Term.

- b) Periodic Reports. Monthly, **CITY** shall submit a report to **DEPARTMENT**, in the form provided as **Attachment C**, Monthly Pipeline Report. Monthly reports are due on the thirtieth (30th) day of each month.
- c) Quarterly, **COUNTY** shall provide a report to **CITY**, in the form provided as **Attachment D**, Available Funds Report. Quarterly reports shall be provided thirty (30) days following the end of the quarter: January 30th, April 30th, July 30th and on September 30th.
- d) **CITY** shall furnish **DEPARTMENT** with all additional information, records, reports and data as may be required by **HUD** or **COUNTY** pertaining to matters of this **AGREEMENT**.
- e) **CITY** shall provide **COUNTY** with copies of all satisfactions for **HOME** funded mortgages and notes within thirty (30) days of said satisfactions.

16. ASSIGNABILITY

CITY shall not assign any interest in this **AGREEMENT** or otherwise transfer interest in this **AGREEMENT** without the prior written approval of **COUNTY**. All requirements of this **AGREEMENT** shall be applicable to any subcontracts entered into under this **AGREEMENT** and it shall be **CITY'S** responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.

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

17. RECOGNITION OF HOME FUNDS

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

18. SEVERABILITY

No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by one party of the other party's performance

shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

19. WAIVER

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

20. GOVERNING LAW

CITY agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing CITY'S organization and governing the Award provided under this AGREEMENT. **Attachment E**, Federal Program Requirements, provides a partial overview of federal requirements as they relate to the Award.

The laws of the State of Florida shall govern this AGREEMENT. Proper venue shall be in Pinellas County, Florida, or the nearest location having proper jurisdiction.

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

Note: Two witnesses are required

ATTEST:
Ken Burke, Clerk

Norman D. Loy
Deputy Clerk Signature for County

Norman D. Loy
Deputy Clerk Print or Type Name

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

By: Kenneth T. Welch
Kenneth T. Welch, Chair

Date: 1/10/19

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: Chelsea D. Hardy
Chelsea D. Hardy
Assistant County Attorney

CITY OF LARGO, FLORIDA
a Florida Municipality

By: Henry Schubert
Henry Schubert, City Manager

Date: 11/8/18

REVIEWED AND APPROVED
ATTORNEY FOR CITY OF LARGO

By: Alan Zimmet
Alan Zimmet, City Attorney



ATTEST:
Diane Bruner
Diane Bruner, City Clerk
City of Largo

ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A1. FINANCIAL MANAGEMENT

- a) Accounting Standards. CITY 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. CITY 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. CITY certifies that work to be performed under this AGREEMENT does not duplicate any work to be charged against any other contract, subcontract or other source.

A2. DOCUMENTATION AND RECORDKEEPING

- a) Records to Be Maintained. CITY will maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 that are pertinent to the activities to be funded under this AGREEMENT. Such records will include but not be limited to:
 - i. Records providing a full description of each activity undertaken;
 - ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the HOME program;
 - iii. Records required to determine the eligibility of activities;
 - iv. Client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. CITY understands that client information collected under this AGREEMENT is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY or CITY responsibilities with respect to services provided under this AGREEMENT, is prohibited by 2 CFR Part 200.337 and any applicable State and local laws, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian;
 - v. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance;
 - vi. Records documenting compliance with the civil rights components of the HOME program;
 - vii. Financial records as required by 24 CFR Part 92.508, and 2 CFR Part 200.333;

- viii. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to HOME-funded construction projects; and
 - ix. Other records necessary to document compliance with Subpart H of 24 CFR Part 92.
- b) Access to Records and Retention. **CITY** shall at any time during normal business hours and as often as **COUNTY** and/or the Comptroller General of the United States and/or the U.S. Department of Housing and Urban Development and/or any of their duly authorized representatives may deem necessary make available for examination all of **CITY'S** records, books, documents, papers, and data with respect to all matters covered by this AGREEMENT and shall permit **COUNTY** and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

All records pertaining to this AGREEMENT, including but not limited to financial, supporting documents, statistical, property and programmatic records, and all other records pertinent to this AGREEMENT shall be retained for the longer of either five (5) years after the expiration or termination of this AGREEMENT, or five (5) years after the submission of the **COUNTY'S** annual performance and evaluation report to HUD in which the activities assisted under the AGREEMENT are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida.

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

If **CITY** expends more than \$750,000 or more in a fiscal year in Federal awards from all sources, **CITY** shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Part 200.501 – Audit Requirements. The Catalog of Federal Domestic Assistance

(CFDA) number is 14.239. Audit report shall be submitted to DEPARTMENT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period, unless CITY and the DEPARTMENT agree to a longer period in advance. CITY shall be responsible for the costs associated with this audit. CITY shall submit any additional documentation requested by COUNTY to substantiate compliance to this provision if necessary. In the event the CITY expends less than the threshold established by 2 CFR Part 200.501, the CITY is exempt from Federal audit requirements for that fiscal year, however, the CITY must provide a Single Audit exemption statement to the COUNTY no later than three months after the end of the CITY'S fiscal year for each applicable audit year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this AGREEMENT, CITY shall be held liable for reimbursement to COUNTY of all funds not expended in accordance with these applicable regulations and AGREEMENT provisions within thirty (30) days after COUNTY has notified CITY of such non-compliance.

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ATTACHMENT B – EMPLOYMENT AND PERSONNEL REQUIREMENTS

B1. ANTIDISCRIMINATION REQUIREMENTS

- a) **APPLICABLE LAWS.** CITY shall comply with all federal, state, and local antidiscrimination laws during the term of this AGREEMENT. Specifically, CITY shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, gender, sexual orientation, age, familial status, pregnancy, handicap, and national origin, AIDS or HIV. Upon receipt of evidence of such discrimination, COUNTY shall have the right to terminate this AGREEMENT. CITY shall take the necessary steps to ensure that applicants for employment and employees are treated without regard to such discriminatory classifications. When expending the Award, CITY shall, within the eligible population, comply with the following nondiscrimination requirements:
- I. **Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations in 24 C.F.R. Part 1, together with section 109 of the Act (24 C.F.R. Part 92.350) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this AGREEMENT.
 - II. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - III. **Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138, as amended by 12608, and 2 C.F.R. 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, CITY must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
 - IV. **Age Discrimination Act of 1975, as Amended.** No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

- V. **Section 504 of the Rehabilitation Act of 1973, as Amended.** No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)
 - VI. **Public Law 101-336, Americans with Disabilities Act of 1990.** Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
 - VII. **ADA Compliance.** CITY shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (state and local government grantees).
- b) **Section 3.** The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than \$100,000) shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

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

CITY will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

CITY further agrees to comply with these Section 3 requirements to include the following language in all subcontracts executed under this AGREEMENT: *"The work to be performed under this AGREEMENT is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban*

Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

CITY further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the **COUNTY**; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

B2. CONFLICT OF INTEREST

- a) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **COUNTY**, 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 **CITY**, or any designated public agency.

CITY agrees to abide by the provisions of 2 C.F.R. Part 200.318 and 24 C.F.R. Part 92.356, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and that

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B3. OTHER REQUIREMENTS

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

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

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ATTACHMENT C – MONTHLY PIPELINE REPORT

**City of Largo
Pipeline Report**

Case ID	City Job#	County #	Case #	Case Name	Property Address	Case Status	HOME	HOME Amount \$	Case Status Notes

ATTACHMENT D – QUARTERLY AVAILABLE FUNDS REPORT

Pinellas County – City of Largo Available HOME Funds Report																				
City of Largo HOME Funds	Line Items	Balance at 10/1/18	Program Income/Recapture Collected								Total PI/RE Collected	Total Funds Available to Commit	Total Funds Committed to Date	Current Funds Available to Commit	Expenditures				Total Expenditures to Date	Committed Funds Available to Expend
			1st Qtr		2nd Qtr		3rd Qtr		4th Qtr						1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		
			PI	RE	PI	RE	PI	RE	PI	RE										
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

ATTACHMENT E – FEDERAL REQUIREMENTS

Requirements	Federal Regulations	Other References
1. Federal Labor Standards - Davis-Bacon - Copeland Act (Anti-kickback) - Contract Work Hours and Safety Standards	24 CFR 92.354; 29 CFR Parts 1, 3, and 5	Section 110, Housing & Community Development Act of 1974 (HCDA); 40 U.S.C. 276a; 40 U.S.C. 3145; 40 U.S.C. 327 <i>et seq.</i>
2. Equal Employment Opportunity	24 CFR 92.508 41 CFR 60	Executive Orders 11246 and 12086, 12 U.S.C. 1701u
3. List of Debarred or Ineligible Contractors	24 CFR Part 5 24 CFR 92.350 24 CFR 24	
4. Non-Discrimination	24 CFR Part 5 24 CFR 92.350	Section 504 of Rehab. Act of 1973, Americans with Disabilities Act of 1990, Exec. Order 11063
5. Fire Safety Codes		Local
6. Building, Housing, and Zoning Codes; Housing Quality Standards	24 CFR 92.251	Local
7. Lead-Based Paint	24 CFR 92.251 24 CFR 35	42 U.S.C 4821 <i>et seq.</i>
8. 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 92.352 24 CFR 92.206 24 CFR 92.207 24 CFR 92.352 24 CFR 50 24 CFR 58 Ref. At 24 CFR 58.6	Sec. 104(g), HCDA 42 U.S.C 4001 <i>et seq.</i>
9. 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 92.353 24 CFR 92.206, 207 49 CFR 24	Sect. 104(d) and 105(a)(11)of HCDA, www.hud.gov/relocation
10. Violence Against Women Act (VAWA)	24 CFR 92.359	Title IV, sec. 40001-40703
11. Applicable Credits	24 CFR 92.214	2 CFR 200.406