

HOME INVESTMENT PARTNERSHIPS PROGRAM SUBAWARD

**SUBRECIPIENT AGREEMENT
PINELLAS COUNTY CONSORTIUM**

THIS HOME INVESTMENT PARTNERSHIPS PROGRAM SUBAWARD SPECIFIC PERFORMANCE 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 **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, 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 U.S. Department of Housing and Urban Development (HUD) has approved or will approve the COUNTY'S 2025-2026 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 COUNTY has entered or will enter into a grant agreement with HUD to carry out the Fiscal Year 2025-2026 HOME Program activities identified in the 2025-2026 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 25-52, approved the 2025-2026 Action Plan furthering the COUNTY'S Community Development goals; and

WHEREAS, the 2025-2026 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 January 6, 2025, delayed to April 20, 2025, the HOME Final Rule, 24 CFR Part 92, was amended to provide HOME Program updates and streamlining changes to make the program easier to administer and lower housing costs; 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 affordable housing 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

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WHEREAS, the Pinellas County Housing and Community Development 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 CFR § 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 seven (7) HOME eligible affordable housing acquisition, rehabilitation, construction, reconstruction, and/or down payment assistance program activities for the benefit of income eligible households; hereinafter referred to as "PROJECT."
- b) CITY shall coordinate with COUNTY for contribution of CITY HOME funding to affordable rental housing activities.
- c) 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.
- d) All entitlement funds shall be committed to eligible activities no later than January 30, 2027. All program income shall be committed within eighteen (18) months of receipt by CITY.
- e) 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.
- f) CITY shall require all HOME homebuyer and homeowner activity funding 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). The CITY shall also require all HOME homebuyer and homeowner activity funding recipients to execute a two-party Homebuyer Agreement or Homeowner Agreement. HOME homebuyer and homeowner activity funding recipients shall also be required to provide proof of hazard insurance with dwelling coverage naming CITY on behalf of COUNTY as loss payee for their interest in the funds granted to recipient.
- g) CITY shall require all HOME rental activity funding recipients to execute a promissory note and mortgage in favor of the CITY on behalf of the CONSORTIUM. Mortgage and a Promissory Note must meet the requirements of 24 CFR 92.504(c). The CITY shall also require all HOME rental activity funding recipients to execute a Borrower Agreement and a Land Use Restriction Agreement. HOME rental activity funding recipients shall also be required to provide proof of hazard insurance with dwelling coverage naming CITY on behalf of COUNTY as loss payee for their interest in the funds granted to recipient.

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- h) 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.
- i) 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.
- j) CITY shall ensure that HOME assisted units meet HOME property standards at 24 CFR 92.251 and all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of Project completion.
- k) CITY shall ensure compliance with §701.04, *et. seq.*, Florida Statutes, Cancellation of Mortgages, Liens, and Judgments.
- l) CITY shall provide COUNTY with copies of all satisfactions for HOME funded mortgages within thirty (30) days of said satisfactions.
- m) 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 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 **September 30, 2028**, or until COUNTY'S full and complete disbursement of funding to CITY, whichever comes first. CITY may use the funds provided herein to cover eligible PROJECT expenses incurred by the CITY between **October 1, 2025** and **September 30, 2028**.

4. FUNDING

- a) The COUNTY, through DEPARTMENT, shall provide the CITY a maximum of **\$224,108.88 (Two Hundred Twenty-Four Thousand, One Hundred Eight and 88/100 Dollars)** of HOME funding for HOME eligible affordable housing activities funded under the terms of this AGREEMENT. Of the maximum funds provided, the COUNTY, through DEPARTMENT, shall provide administrative funds to the CITY not to exceed **\$22,098.30 (Twenty-Two Thousand, Ninety-Eight and 30/100 Dollars)**. The total entitlement reimbursement provided for program eligible activities pursuant to this AGREEMENT shall not exceed **\$224,108.88 (Two Hundred Twenty-Four Thousand, One Hundred Eight and 88/100 Dollars)**.
- 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.

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 for homebuyer

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and homeowner activities 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. All reimbursement requests for rental activities must be submitted no later than forty-five (45) days following payment of rental activity expenses by CITY to project funding recipient. 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 and multi-family rental activity 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 CFR 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. CITY shall ensure contracts with contractors comply with all requirements in **Attachment C**, Contract Provisions for Contracts Under Federal Awards.

6. SPECIFIC GRANT INFORMATION

2 CFR Part 200.332(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 CFR Part 200.332(a)(1), follows:

(a)	Subrecipient's Name	City of Largo
(b)	Subrecipient's Unique Entity Identifier (UEI)	JN6KDJN7YKE7
(c)	Federal Award Identification Number (FAIN)	M-25-DC-12-0217
(d)	Federal Award Date	FY 25/26 - 1/14/2026
(e)	Subaward Period of Performance Start and End Date	10/01/2025 - 9/30/2028
(f)	Subaward Budget Period Start and End Date	10/01/2025 - 9/30/2028

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(g)	Amount of Federal Funds Obligated in the subaward	\$224,108.88
(h)	Total Amount of Federal Funds Obligated to Subrecipient (“by the pass-through entity including the current financial obligation”)	\$224,108.88
(i)	Total Amount of the Federal Award (“committed to the subrecipient by the pass-through entity.”)	\$224,108.88
(j)	Federal Award Project Description, as required by the Federal Funding Accountability and Transparency Act (FFATA)	Provision of funds to provide affordable housing programs benefiting qualified households in the City of Largo
(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, Community Development Compliance Manager, 440 Court Street, Clearwater, Florida 33756 - Phone: 727-464-8232
(n)	CFDA Number and Name	14.239 HOME Investment Partnerships Program
(o)	Amount Made Available Under Each Federal Award	FY25/26 – \$224,108.88
(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

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

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Section 768.28 Florida Statutes by either COUNTY or CITY. Nothing herein shall be construed as consent by COUNTY or CITY to be sued by third parties in any manner arising out of this AGREEMENT.

9. DEFAULT

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

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the CITY to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT, including use of funds for projects that do not meet the affordability requirements; or
- d) Submission by the CITY to COUNTY of reports that are incorrect or incomplete in any material respect.

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

10. REMEDIES

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

- a) To compel specific performance by CITY of its obligations under this AGREEMENT;
- b) In accordance with 2 CFR Part 200.339 (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 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.

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Per 2 CFR Part 200.342, 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 Sections 9 and 10 herein.

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 2 CFR Part 200.340 and 2 CFR Part 200.341 for reporting termination of AGREEMENT to the OMB-designated integrity and performance system, System for Award Management (SAM) database.

Closeout. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 C.F.R. Part 200.344 (Closeout) and 2 C.F.R. Part 200.345 (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 Housing and Community Development
310 Court Street

CITY REPRESENTATIVE:

Arrow Woodard, Housing Manager
City of Largo
201 Highland Avenue

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Clearwater, Florida 33756
Telephone: 727-464-8242
Fax: 727-464-8254
Email: djohnson-mccluster@pinellas.gov

Largo, Florida 33770
Telephone: 727-586-7489 X7212
Fax: 727-587-6765
Email: awoodard@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 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) Periodic Reports. Monthly, CITY shall submit a report to DEPARTMENT, in the form provided as **Attachment D**, 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 E**, 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 F**, 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.

(SIGNATURE PAGE(S) TO FOLLOW)

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date of execution as

WITNESS:

Note: Two witnesses are required

PINELLAS COUNTY, FLORIDA

a political subdivision, of the State of Florida

Jo Alejandra Lugo
Witness #1 Signature

Jo Alejandra Lugo
Print or Type Name

Courtney L. Vandenberg
Witness #2 Signature

Courtney L. Vandenberg
Print or Type Name

By: Barry A. Burton
Barry A. Burton, County Administrator

Date: April 8, 2026

APPROVED AS TO FORM

By: Jason C. Ester
Office of the County Attorney

ATTEST:

DocuSigned by: Diane L. Bruner DS
8F765E3645B84D0...
Diane Bruner, City Clerk City of Largo
Print or Type Name:
Address: 201 Highland Ave, Largo, FL 33779

CITY OF LARGO, FLORIDA

a Florida Municipality

Signed by: John Curp
139B462DFC7042E...
By: _____
City Manager
Print or Type Name: John Curp
Address: 201 Highland Ave, Largo, FL 33779

Date: 4/8/2026

REVIEWED AND APPROVED
ATTORNEY FOR CITY OF LARGO

By: [Signature]
City Attorney

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, 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 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 200.334;
 - 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 HOME-funded construction projects; and
 - ix. Other records necessary to document compliance with Subpart H of 24 CFR Part 92.
- b) Retention of Records [2 CFR 200.334]. 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 three (3) years after the expiration or termination of this AGREEMENT, or three (3) 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

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the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of three-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) Access to Records [2 CFR 200 § 200.337]. 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.
- d) 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 \$1,000,000 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.

The CITY 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 CITY to comply with the above audit requirements will constitute a violation of this AGREEMENT and may result in the withholding of future payments.

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 CFR Part 1, together with section 109 of the Act (24 CFR 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 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.”
 - 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 or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)
 - VI. **Public Law 101-336, Americans with Disabilities Act of 1990.** Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

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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 \$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, 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 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.

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

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- 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 CFR Part 200.318 and 24 CFR 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

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under 24 CFR 92.352 and the intergovernmental review process in 25 CFR 92.357 does not apply. **Attachment F**, 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 – 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, all contracts awarded to the 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

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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.

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.

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

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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 recipient or subrecipient 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 recipient or subrecipient 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 awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

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Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more types 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 and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations 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);

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- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR must 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.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Retention of Records [2 CFR 200.333]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice.

Access to Records [2 CFR 200 § 200.336]: The County, Pass-through agency or Federal awarding agency must have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the Contractor in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

ATTACHMENT F – FEDERAL REQUIREMENTS

Requirements	Federal Regulations	Other References
1. Federal Labor Standards <ul style="list-style-type: none"> - 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 <ul style="list-style-type: none"> - 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 <ul style="list-style-type: none"> - 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