CAC No. CAC 2026-101

Approved: 01/30/26

AGREEMENT BETWEEN
SARASOTA COUNTY, FLORIDA
AND
CORTINA DEVELOPMENT OF VENICE, LLC
FOR
CORTINA OAKS OF VENICE

THIS DEVELOPER AGREEMENT is entered into as of the date of execution by the parties by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and **Cortina Development of Venice, LLC** (UEI # G2EYUSBFM627), a Florida for profit limited liability company, hereinafter referred to as "DEVELOPER".

WHEREAS, Pursuant to Public Law 117-180, Division A (the Continuing Appropriations Act) and the Federal Register Notice dated May, 18, 2023, as 88 FR 32046, the U.S. Department of Housing and Urban Development ("HUD") has awarded $201,535,000.00 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the COUNTY for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the COUNTY's Action Plan (the "Action Plan"); and

WHEREAS, the COUNTY wishes to engage the DEVELOPER to assist the COUNTY in utilizing such funds to carry out a part of the COUNTY's Federal award by committing $4,010,000.00 of the COUNTY's Federal award, pursuant to this Developer Agreement (the "Agreement"); and

WHEREAS, the COUNTY shall retain $10,000.00 of the aforementioned $4,010,000.00 to conduct an environmental review as required by 24 CFR Part 58 as further described herein; and

WHEREAS, the CDBG-DR funds made available for use by the DEVELOPER under this Agreement are provided pursuant to the COUNTY's Federal award and are to carry out an eligible activity under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the DEVELOPER is not a subrecipient as defined in 24 CFR 200.331 and the CDBG-DR funding provided under this Agreement does not constitute as a subaward; however, the DEVELOPER's use of such funds remains subject to applicable Federal statutes, regulations, and the terms and conditions of the COUNTY's Federal award, as they pertain to the activity undertaken; and

WHEREAS, the DEVELOPER has experience as a developer of housing for low- and moderate-income persons, and has demonstrated its experience and qualifications to the COUNTY; and

WHEREAS, on July 10, 2024, the Board of County Commissioners conditionally awarded the DEVELOPER $4,010,000.00 for the Cortina Oaks of Venice Project ("Project"); and

WHEREAS, the DEVELOPER has legal authority to enter into this Agreement and assures the COUNTY that it will comply with all the requirements described herein and as set forth in the applicable federal regulations governing this award.

NOW, THEREFORE, in consideration of the mutual covenants described herein, the parties mutually agree to the terms described in this Agreement.

I. SCOPE OF SERVICE

A. Eligible Use of Funds

As a condition of receiving these CDBG-DR funds, the DEVELOPER shall administer the Project, which includes performing all of the work described in **EXHIBIT 1** SCOPE OF SERVICE. The DEVELOPER shall complete the activities in a manner satisfactory to the COUNTY and consistent with the terms of conditions of this Agreement and applicable Federal statutes and regulations.

B. Project Description

The DEVELOPER will construct a minimum of 80 multifamily rental units for the Project located at 1321 Cortina Blvd, Venice, FL 34285. The Project shall be developed, operated, and maintained in accordance with **EXHIBIT 1** SCOPE OF SERVICE and the following requirements:

i. A minimum portion of 80 the rental units will be occupied by low to moderate income households, as further defined and specified in Section III of this Agreement. Low to moderate income households are households making at or below 80% area median income.
ii. Rents shall be maintained as affordable in accordance with the annually published HOME Investment Partnerships Program "High HOME" rent limits, as set forth in 24 CFR § 92.252, at or below the applicable limits for the duration of the Affordability Period specified herein.
iii. Meet the Section 504 Requirements specified in Section VIII. P. ii. of this Agreement.
iv. The Project shall also comply with all other applicable requirements set forth in this Agreement, its exhibits, and all applicable federal, state, and local laws, regulations, and policies governing the use of CDBG-DR funds.

II. PERFORMANCE, FINANCIAL & MONITORING REPORTING

A. Monitoring

The COUNTY shall monitor the performance of the DEVELOPER as necessary and determined by the COUNTY, to ensure DEVELOPER compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the COUNTY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the DEVELOPER within the timeframe specified in the written notification by the COUNTY, the COUNTY may impose additional conditions on the DEVELOPER and its use of CDBG-DR funds, suspend or terminate this Agreement.

i. Oversight will include ongoing generic reviews, and monitoring will include targeted area-focused reviews of administrative, financial, performance, reporting, and compliance with applicable federal crosscutting requirements. The objective of the oversight and monitoring activities is to facilitate the achievement of performance goals while ensuring that CDBG-DR funds are used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions described herein.

a. The DEVELOPER shall ensure that all records and files pertaining to the Project, as well as any additional information requested by the COUNTY, is made available at the monitoring visit or at the time specified by the COUNTY. The COUNTY may request a visit to the Project site as part of the monitoring visit.

b. The COUNTY will notify DEVELOPER of monitoring events in advance. In response to DEVELOPER monitoring, the COUNTY will provide technical assistance to mitigate identified risks and to address concerns and findings. Monitoring will be conducted based on risk. At a minimum, DEVELOPER will be monitored at least once annually. The COUNTY will determine the frequency of monitoring with each DEVELOPER and reserves the right to change the frequency at any time at the COUNTY'S discretion. The COUNTY will use monitoring checklists to ensure consistency and to provide a detailed record.

ii. Each monitoring will address project-specific issues and may be carried out through a combination of desk review, remote monitoring, and/or on-site monitoring. The primary goals of monitoring are to:

a. Review activity eligibility and achievement of HUD national objectives;

b. Evaluate conformance to the Agreement;

c. Ensure compliance with CDBG-DR program and all other applicable federal, state, and County requirements, including, but not limited to appropriate insurance coverage, assessment of management processes, conflicts of interest disclosures, and fair housing and civil rights compliance;

d. Review and ensure accuracy and completeness of record keeping and financial management systems;

e. Evaluate organizational, program and project performance, as well as on-going project viability (financial health, management capacity, etc.);

f. Design any corrective actions necessary to improve or reinforce performance; and

g. Identify the technical assistance needs of the DEVELOPER.

iii. Upon completion of a monitoring occurrence, the County shall provide a monitoring letter to DEVELOPER outlining the results of the monitoring.

a. If corrective actions are needed as a result of findings or concerns, a corrective action plan will be included with the letter.

b. The DEVELOPER will be provided the opportunity to respond to the monitoring results, and COUNTY staff will work collaboratively with the DEVELOPER to resolve any findings or concerns.

B. Reporting

The DEVELOPER shall submit regular monthly progress and financial reports to the COUNTY in a form provided by the COUNTY. Reports shall be submitted and received by the COUNTY no later than the 5th day following the reporting month.

III. PERIOD OF PERFORMANCE AND TERM

The period of performance for the DEVELOPER, meaning the time during which the DEVELOPER may incur obligations to carry out activities under this Agreement for the costs specified in **EXHIBIT 2**, shall start on the date the COUNTY issues a Notice to Proceed and expire when the Affordability Period begins, unless extended in accordance with the terms of this Agreement, however in no event later than February 28, 2030 ("Period of Performance").

i. As further set forth in Section VIII.U., Environmental Conditions, DEVELOPER acknowledges and agrees that it shall not commence any work, take any choice-limiting actions, expend any funds, or incur any costs under this Agreement until the completion and approval of an environmental review in accordance with the requirements set forth in 24 CFR § 58.22 ("Environmental Review"). The Parties acknowledge and agree that the commencement of the Project described herein cannot proceed until HUD provides written approval of the Environmental Review. Following HUD approval of the Environmental Review, the COUNTY will issue a Notice to Proceed to the DEVELOPER.

In addition, the DEVELOPER shall not commence any activities under this Agreement unless and until:

(a) the Authority to Use Grant Funds (AUGF) has been issued by HUD; and
(b) the Land Use Restriction Agreement ("LURA"), in the form attached hereto and incorporated herein as Attachment 1, has been fully executed and recorded.

If the DEVELOPER does not yet own the property, it shall not acquire title to the property, nor execute the LURA, prior to the issuance of the AUGF. The DEVELOPER shall take no action that would constitute a choice-limiting action under 24 CFR § 58.22.

If the DEVELOPER already owns the property at the time of execution of this Agreement, it shall execute and record the LURA promptly after execution of this Agreement.

No CDBG-DR funds shall be disbursed unless and until the above conditions have been satisfied.

The Parties agree to cooperate fully and act in good faith to complete the Environmental Review process promptly. In the event that the Environmental Review results in a determination that significant environmental impacts cannot be satisfactorily mitigated or if the Environmental Review does not receive approval from HUD, the COUNTY will terminate this Agreement upon written notice to the DEVELOPER.

This Agreement and its terms and conditions shall remain in effect during any period that the DEVELOPER has control over CDBG-DR funds provided through this Agreement, including program income as defined in 88 FR 32046 III.E. Program Income.

Failure of the Project to meet all applicable CDBG-DR requirements for the entire Affordability Period will result in repayment of CDBG-DR funds from the DEVELOPER to the COUNTY.

A. Affordability Period

The Affordability Period during which the Project must maintain compliance with the LURA attached hereto as Attachment 1 and incorporated herein, shall begin upon the initial occupancy of an apartment unit by an income-eligible tenant and shall continue for twenty-one (21) years thereafter ("Affordability Period").

i. During the entire term of the Affordability Period, a minimum of 51% of the units must remain affordable in accordance with the annual HOME Investments Partnerships Program or below as described in 24 CFR 92.252.

ii. The LURA shall be recorded and shall be binding upon the DEVELOPER and all subsequent owner(s) or transferee(s) of the Project. If DEVELOPER owns property, DEVELOPER shall record LURA immediately upon execution of this Agreement. If DEVELOPER does not own property, DEVELOPER shall record LURA immediately after transfer of title to the Property. As a condition of this Developer Agreement, DEVELOPER shall not encumber the Property until the LURA is recorded. The Parties agree that encumbering in any way the Property prior to recording the LURA is a material breach of this Agreement and subject to the Default, Repayment, and Recapture provisions herein. This provision and the terms and conditions set forth in the LURA shall survive the termination or expiration of this Agreement and shall be in effect for the entirety of the Affordability Period.

The DEVELOPER may not invoice the County for CDBG-DR funds for any work completed, or services rendered, outside of the Period of Performance.

IV. BUDGET

The DEVELOPER shall be reimbursed for the identified activities in this Agreement in accordance with the GRANT BUDGET, **EXHIBIT 2**. Changes in funding between the categories described that do not increase or decrease the total funding of this Agreement may be accomplished without a formal amendment to the Agreement if approved in writing by authorized representatives of the COUNTY and the DEVELOPER. Any request by the DEVELOPER to increase or decrease the total funding of this Agreement must be submitted to the COUNTY in writing and include a detailed justification for the requested increase or decrease. If the COUNTY approves the DEVELOPER's requested change in total funding under this Agreement, the change in total funding must be reflected in an amendment to this Agreement executed by both Parties.

A. Indirect Costs

Indirect costs are not applicable to this Agreement.

B. Program Income

''Program income'' is defined as gross income generated from the use of CDBG–DR funds during the Period of Performance, except as provided in III.E.1.b. under 88 FR 32046 and received by DEVELOPER. Program income is not anticipated under this Agreement. However, if program income is generated, the DEVELOPER agrees to use the funds solely for internal operational and maintenance expenses related to the development of the Project. All program income must be applied in compliance with applicable federal, state, and local regulations.

V. PAYMENT

It is expressly agreed and understood that the total award by the COUNTY to the DEVELOPER under this Agreement shall not exceed $4,010,000.00. The COUNTY shall retain $10,000.00 of the aforementioned $4,010,000.00 to conduct an Environmental Review as required by 24 CFR Part 58 as further described herein. The COUNTY will pay to the DEVELOPER funds available under this Agreement based upon substantiated information submitted by the DEVELOPER, in accord with performance, and consistent with any approved budget and COUNTY policy concerning payments. All requests for payment must be for eligible expenses actually incurred by the DEVELOPER and are not to exceed actual cash requirements. Payments will be adjusted by the COUNTY in accordance with program income balances available under this Agreement for costs incurred by the COUNTY on behalf of the DEVELOPER. Any costs or expenses incurred by the DEVELOPER that exceed the overall amount set forth in this Agreement, or which are incurred by the DEVELOPER outside of the Period of Performance, shall be the sole responsibility of the DEVELOPER. Notwithstanding any other provision of this Agreement, no CDBG-DR funds shall be disbursed unless and until the DEVELOPER has (a) obtained the required environmental clearance and (b) executed and recorded the LURA as required herein.

DEVELOPER must submit reimbursement requests timely to the COUNTY until all CDBG-DR funds under this Agreement have been expended. Reimbursement Requests shall be delivered to the COUNTY on a form approved by the COUNTY and shall clearly indicate the budget categories from which each request is drawing.

The period for submission of Reimbursement Requests shall be monthly with such invoices due to the COUNTY by the 15th of the month subsequent to the provision of services for which the

COUNTY is being invoiced. Should the DEVELOPER fail to timely submit its Reimbursement Request for any particular month, it accepts the risk that the COUNTY may not provide reimbursement for any expenses the DEVELOPER incurred during such month until a request is made in a subsequent month.

The monthly invoice from the DEVELOPER must be submitted online through the County's System of Record. At minimum, all Reimbursement Requests submitted by the DEVELOPER through the System of Record must include the following items:

A. Include enough detail so that the COUNTY is able to confirm that the DEVELOPER has only requested reimbursement of funding-eligible expenses that were incurred by the DEVELOPER in compliance with the terms of this Agreement. Details may include, but are not limited to, a description of the good(s) and/or service(s), respective vendor(s), proof of payment by DEVELOPER to vendors and/or personnel, and corresponding general ledger detail, as applicable.

B. Include a dated cover letter of the DEVELOPER'S organization, with a description defining the Period of Performance dates during which DEVELOPER has incurred eligible expenses that are now being requested for reimbursement.

C. Pursuant to 2 CFR § 200.415(a) (**"Required Certifications"**), include the following federally required attestation executed by an individual that is legally authorized to do so by the DEVELOPER:

   "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."

D. By executing this Agreement, the DEVELOPER hereby affirms that it understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the COUNTY may request or require in order to consider a Reimbursement Request complete or to approve such request for reimbursement. Any additional or alternative submission requirements that the COUNTY may reasonably require of the DEVELOPER, to include in COUNTY's system of record for its CDBG-DR funds and programs, shall be communicated to the DEVELOPER.

E. Notwithstanding the foregoing, as a political subdivision of the State of Florida, the COUNTY's performance, and obligation to pay under this Agreement is contingent upon an appropriation of lawfully available funds by the Board and the continued availability of funds from HUD to the COUNTY. The COUNTY shall promptly notify the DEVELOPER if the necessary appropriation is not made or funds are otherwise unavailable.

VI. <u>REPAYMENT/RECAPTURE OF FUNDS</u>

A. Repayment. The DEVELOPER shall repay the COUNTY all funds awarded for events that may include, but not be limited to the following:

i. DEVELOPER does not comply with the terms of this Agreement;

ii. DEVELOPER sells, transfers, assigns, refinances or forecloses the property without written authorization from the County prior to satisfying the agreed upon Affordability Period.

iii. DEVELOPER fails to comply with the minimum required occupancy for LMI households as specified in Section III of this Agreement;

iv. Duplication of Benefits (DOB) is determined at any time; or

v. DEVELOPER does not complete the Project within the Period of Performance.

B. Unauthorized Expenditures. The DEVELOPER shall reimburse the COUNTY for all unauthorized or funding-ineligible expenditures.

C. Payment(s) in Error. The DEVELOPER shall return to the COUNTY any payments made to the DEVELOPER that were made in error or were in any manner fraudulent or inconsistent with the Scope of Services attached as **EXHIBIT 1** or the Federal Award ("Payment(s) in Error").

i. In the event that the DEVELOPER, HUD, or any outside accountant or auditor, determines that a Payment in Error was made, the DEVELOPER shall return to the COUNTY any associated funds no later than ten (10) business days from when the DEVELOPER became aware of such Payment in Error.

ii. In the event that the COUNTY discovers a Payment in Error, the COUNTY shall notify the DEVELOPER and the DEVELOPER shall return any associated funds to the COUNTY no later than ten (10) business days from the DEVELOPER'S receipt of such notice.

D. Federal Disallowance(s). If the Federal Government demands reimbursement from the COUNTY due to a disallowance or finding that an expense or cost for which the COUNTY provided CDBG-DR funding to the DEVELOPER was in any way improper or not in compliance with the Federal Award, the DEVELOPER shall return any such funds to the COUNTY within a reasonable time period as mutually agreed upon by the COUNTY and the DEVELOPER, or within six (6) months, whichever is the earlier of the dates.

E. Delay or Failure to Return Funds. Should the DEVELOPER fail to reimburse the COUNTY for any Payment in Error or Federal Disallowance within the time designated, the COUNTY may respond with any number of the following actions:

i. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment, Payment in Error, Federal Disallowance, or outstanding balance thereof. Interest shall accrue from the date of the DEVELOPER'S initial receipt of funds up to the date of reimbursement of said funds to the COUNTY;

ii. Withhold any or all future payments until the amount of such Payment in Error or Federal Disallowance has been recovered by the COUNTY;

iii. Terminate this Agreement;

iv. Bar the DEVELOPER from being considered when issuing future Federal awards or other COUNTY agreements; and

v. Pursue any other remedies permitted by law or equity.

This section shall survive the expiration and/or termination of this Agreement.

VII. AMENDMENT, TERMINATION, AND DISPUTE RESOLUTION

A. Amendments

The COUNTY and DEVELOPER may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are signed in writing by a duly authorized representative of the COUNTY and the DEVELOPER. Amendments will generally be required for the following: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) extension of the Period of Performance and Agreement Term; iii) revision to the total funding amount under the Agreement; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200(h) for pre-award/pre-agreement costs).

The COUNTY may, in its discretion, update the terms of this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such changes result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COUNTY and DEVELOPER.

Changes to the Agreement that will not result in extending the Period of Performance / Agreement Term, will not increase or decrease the total award amount, or will not change the project scope will require written administrative approval signed in writing by an authorized representative by both Parties but will not require an amendment to the Agreement.

B. Suspension or Termination

The COUNTY may terminate this Agreement, in whole or in part, upon 10 business days' notice and the DEVELOPER's failure to cure during the 10 business day window, whenever it determines that the DEVELOPER has failed to comply with any material term, condition, requirement, or provision of this Agreement. Failure to comply with any material terms of this Agreement, include (but are not limited to) the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may be applicable at any time;

ii. Failure, for any reason, of the DEVELOPER to fulfill in a timely and proper manner its obligations under this Agreement;

iii. Ineffective or improper use of funds provided under this Agreement;

iv. Submission by the DEVELOPER to the COUNTY reports that are incorrect or incomplete in any material respect, as determined by the COUNTY;

  a. The COUNTY shall promptly notify the DEVELOPER, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect and a reasonable amount of time for the DEVELOPER to wind down activities and issue any required notifications to affected parties.

v. Upon termination, the COUNTY retains the right to recover any improper expenditures from the DEVELOPER and the DEVELOPER shall return to the COUNTY any improper reimbursement no later than thirty (30) days after the date of termination. The COUNTY may, at its sole discretion, allow DEVELOPER to retain or be reimbursed for eligible costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement and any other applicable state or Federal statutes, regulations or requirements;

vi. This Agreement may also be terminated in whole or in part by either the COUNTY or the DEVELOPER upon 30 days' prior written notice, or based upon agreement by both the COUNTY and the DEVELOPER.

C. <u>Dispute resolution provisions are as follows:</u>

i. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

ii. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

iii. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

iv. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.

v. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

vi. This Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

vii. Unless otherwise agreed in writing, the DEVELOPER shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

viii. If the DEVELOPER is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

VIII. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD

A. General Compliance

The DEVELOPER shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. Notwithstanding the foregoing, (1) the DEVELOPER does not assume any of the COUNTY's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the DEVELOPER does not assume any of the COUNTY's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The DEVELOPER shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds and DEVELOPER'S work in the COUNTY in complying with its obligations under this Agreement.

B. Conflict of Interest

Except for the use of CDBG-DR funds to pay salaries and other related administrative or personnel costs, the persons who exercise or have exercised any functions or responsibilities with respect to CDBG-DR activities assisted under this subpart or who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may not obtain a financial interest or benefit from a CDBG-DR-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-DR -assisted activity, or with respect to the proceeds of the CDBG-DR-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

C. Duplication of Benefits (DOB)

The DEVELOPER shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155). The DEVELOPER must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice (88 FR 32046) on the COUNTY. The DEVELOPER shall carry out the activities as specified herein.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act prohibits any person, business, or other entity from receiving duplicative financial assistance for the same disaster recovery purpose from multiple sources of federal and other support (42 United States Code [U.S.C.] 5155(a) and (c)). Duplication occurs when a beneficiary receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular disaster recovery purpose. The amount of the duplication is the amount of assistance provided in excess of need.

In accordance with CDBG-DR regulations, DEVELOPER is required to disclose all other benefits (e.g., cash, in- kind, grants, loans) received, or which will be received for the proposed project to ensure that federal funds do not duplicate funds received from other sources. In the event DOB occurs, the DEVELOPER shall be required to return the funds to the COUNTY in accordance with this Agreement. Typical sources of duplicated benefits for this Program can include, but are not limited to, the following:

i. Federal Emergency Management Agency (FEMA) Public Assistance
ii. FEMA Hazard Mitigation Grant Program
iii. FEMA National Flood Insurance Program
iv. FEMA Increased Cost of Compliance Benefits
v. U.S. Army Corps of Engineers
vi. Commercial insurance
vii. Insurance and personal property replacement
viii. Forced mortgage payoffs
ix. Philanthropic cash assistance
x. Some subsidized loans

D. Drug-Free Workplace

DEVELOPER must comply with drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug- Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

E. Insurance

DEVELOPER shall ensure that insurance requirements are obtained and maintained during the

Period of Performance for this Agreement to comply with the insurance requirements as follows:

i. **WORKERS' COMPENSATION:** DEVELOPER agrees to maintain Workers' Compensation insurance on in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of $500,000 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

   a. In the event the DEVELOPER has "leased" employees, the DEVELOPER or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

   b. DEVELOPERS who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

ii. **COMMERCIAL GENERAL LIABILITY:** DEVELOPER agrees to maintain Commercial General Liability insurance per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent DEVELOPERs with limits of not less than $1,000,000 each occurrence, $2,000,000 aggregate covering all work performed under this contract. DEVELOPER agrees to endorse **Sarasota County** as an additional insured on the Commercial General Liability coverage.

iii. **BUSINESS AUTOMOBILE LIABILITY:** DEVELOPER agrees to maintain Business Automobile Liability insurance with limits not less than $500,000 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this contract. In the event DEVELOPER does not own automobiles, DEVELOPER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

   If the DEVELOPER is shipping a product via common carrier, the DEVELOPER shall be responsible for any loss or damage sustained in delivery/transit.

   If the DEVELOPER is a self-insured governmental entity, the DEVELOPER shall provide a certificate or verification of self-insurance to the COUNTY.

   DEVELOPER shall ensure that any subsequent owner(s), transferee(s), or assign(s) comply with the foregoing insurance requirements.

iv. **FLOOD INSURANCE:**

☐ Applicable ☒ Not Applicable

If any structure receiving assistance under this Agreement is located in a Special Flood Hazard Area (SFHA), the DEVELOPER is required to obtain and maintain flood insurance for that structure as a condition of receiving assistance. If the project consists of more than one structure receiving assistance, each such structure must be separately insured. The DEVELOPER must maintain flood insurance coverage in an amount equal to the lessor of:

a. the maximum amount of coverage available under the National Flood Insurance Program (NFIP);
b. the full replacement cost of the structure; or
c. the total amount of HUD assistance provided for that structure.

The requirement to maintain flood insurance applies for the life of the property, meaning it must be maintained in perpetuity by the DEVELOPER and any future owners of the property.

In the event that the DEVELOPER decides to sell, transfer, or otherwise dispose of the property during the Affordability Period, they are required to notify the buyer or transferee in writing of the obligation to maintain flood insurance. This notification must be included in the documents evidencing the transfer of the property, and the DEVELOPER must obtain a signed acknowledgment from the buyer or transferee that they understand and agree to maintain the flood insurance as required by this Agreement. Failure to notify the transferee or to obtain the required acknowledgment may result in liability for the DEVELOPER, including potential repayment of the award amount received under this Agreement. The DEVELOPER must provide the COUNTY with a copy of the notification and the signed acknowledgment within 30 days of the sale or transfer of the property.

Failure to obtain or maintain the required flood insurance shall constitute a material breach of this Agreement and may result in repayment of all or a portion of the CDBG-DR funds provided and may be ineligible for any future federal disaster assistance.

F. <u>Bonding</u>

The DEVELOPER shall ensure that any construction contracts procured by the DEVELOPER include bonding requirements in accordance with federal regulations, including 2 CFR § 200.326, when applicable.

G. <u>Cost Reasonableness and Allowability</u>

The DEVELOPER agrees that all project costs charged to CDBG-DR funds shall be necessary and reasonable for the Project. The COUNTY reserves the right to require documentation supporting cost reasonableness including, but not limited to:

a. Independent cost estimates or third-party appraisals
b. Detailed developer proforma and budget breakdown
c. Documentation of contracts for construction or other contracts related to the expenditure of CDBG-DR funds for this Project.

The COUNTY may disallow costs that are deemed excessive or unnecessary.

H. Documentation and Record Keeping

i. Records to be Maintained

The DEVELOPER shall establish and maintain records sufficient to enable the COUNTY to determine whether the DEVELOPER has complied with this Agreement, applicable Federal statutes and regulations, and the terms and conditions of the COUNTY's Federal award. Such records shall include, but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR Program;
c. Records required to demonstrate that the payment was for an eligible use under the CDBG-DR program;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance;
e. Copies of disbursements paid to contractors;
f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program; and
g. Other records necessary to document compliance with the applicable provisions of 24 CFR Part 570 and 24 CFR Part 75.

ii. Access to Records

The DEVELOPER shall furnish and cause each of its developers and subcontractors and any subsequent owner(s), transferee(s), or assign(s) to furnish all information and reports required hereunder and permit access to its books, records and accounts by the COUNTY, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, provisions stated herein.

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

Expiration of right of access. The rights of access are not limited to the required retention period but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon DEVELOPERS.

iii. Record Retention and Transmission of Records to the COUNTY

The DEVELOPER shall retain all financial records, supporting documents, statistical records, and all other documents and information pertinent to the Agreement for the longer of: a period of five (5) years after the Affordability Period, or, if there is litigation, claims, audit, negotiation or other actions related to these funds or Agreement during said 5-year period, until completion of the action and final resolution of all issues which arise from it, whichever is later. For any real property acquired or improved in whole or in part with CDBG-DR funds under this Agreement, the DEVELOPER shall maintain all related records for a period of five (5) years after the COUNTY has determined that all applicable use or disposition restrictions have expired or are no longer in effect. These records shall include, but are not limited to, documentation of property use, lease or occupancy status, income eligibility (if applicable), and any other materials necessary to demonstrate compliance with use and reversion requirements imposed by the COUNTY pursuant to federal grant conditions. In addition, DEVELOPER shall maintain records in accordance with the State of Florida records retention period as applicable.

The preceding requirement is however, subject to the following exceptions:

a. Records for activities subject to the reversion of assets provisions under this Agreement must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this Agreement must be retained for 5 years after final disposition;
b. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;
c. If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
d. If notified in writing by the COUNTY or HUD to extend the retention period for specific records, the DEVELOPER shall comply with such direction and maintain the records accordingly;
e. When records are transferred to or maintained by HUD or the COUNTY, the 5-year retention requirement is not applicable to the DEVELOPER;
f. The retention period for the records pertaining to the earning of the program income (as defined in this Agreement) starts from the end of the COUNTY's fiscal year in which the program income is earned.
g. The DEVELOPER shall ensure any subsequent owner(s), transferee(s), or assign(s) comply with the record retention requirements of this Section.

This Section shall survive the expiration or termination of this Agreement.

iv. Client Data and Other Sensitive Information

If the scope of this Agreement pertains to services for the benefit of specific individuals or households, the DEVELOPER shall maintain 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. Such information shall be made available to the COUNTY and/or Federal monitors or their designees for review upon request.

During the Period of Performance, the DEVELOPER must comply with 2 CFR 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.1 and other information HUD or the COUNTY designates as sensitive or the DEVELOPER considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. The Developer shall also comply with 24 CFR 570.508.

The DEVELOPER shall ensure subsequent owner(s), transferee(s), or assign(s) comply with client data and other sensitive information provisions in this Section.

I. Close-out

The DEVELOPER shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures as directed by the COUNTY. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records.

Upon the termination or expiration of this Agreement, the DEVELOPER shall transfer to the COUNTY any CDBG-DR funds on hand at the time of termination or expiration and any accounts receivable attributable to the use of CDBG-DR funds. Further, any real property under the DEVELOPER's control that was acquired or improved in whole or in part with CDBG-DR funds shall remain subject to use and disposition requirements established by the COUNTY. These requirements shall include continued use of the property for an eligible CDBG-DR purpose or repayment of funds upon change of use, sale, or transfer, as further outlined in this Agreement and consistent with the terms of the COUNTY's federal grant.

This Section shall survive expiration or termination of this Agreement.

J. Audits, Inspections, and Monitoring

i. Single Audit

The DEVELOPER must be audited as required by 2 CFR Part 200, Subpart F, during its fiscal year, if the DEVELOPER equaled or exceeded the threshold in total federal awards from all sources set forth in §200.501 Audit requirements.

ii. Inspections and Monitoring

The DEVELOPER shall permit the COUNTY and auditors to have access to the DEVELOPER's records and financial statements as necessary.

The DEVELOPER must submit to monitoring of its activities by the COUNTY as necessary to ensure that the CDBG-DR funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.

Reviews or audits may include: (1) reviewing financial and performance reports required by the COUNTY; (2) following-up and ensuring that the DEVELOPER takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the DEVELOPER from the COUNTY detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the DEVELOPER from the COUNTY.

iii. Corrective Actions

The COUNTY may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The COUNTY may require the DEVELOPER to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the DEVELOPER from the COUNTY detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, COUNTY may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

The DEVELOPER shall ensure any subsequent owner(s), transferee(s), or assign(s) comply with these audit and monitoring provisions.

K. Procurement and Contractor Oversight

The DEVELOPER is not subject to the procurement standards in 2 CFR §§ 200.318–200.327. However, the DEVELOPER shall conduct all procurement of property, materials and services funded under this Agreement in a manner that promotes transparency, fair competition, and cost reasonableness and follows applicable state and federal laws and regulations. The COUNTY reserves the right to review procurement documentation and practices to verify compliance with this requirement.

The DEVELOPER must not enter into any agreement or contract funded in whole or in part with CDBG-DR funds with any party that is debarred, suspended, or otherwise excluded from participation in federal programs, in accordance with 24 CFR § 570.609 and 2 CFR Part 180, as adopted by HUD in 2 CFR Part 2424.

The DEVELOPER shall include provisions in its contracts, either specifically or by reference, requiring its contractors to comply with applicable federal requirements identified in this Agreement, including but not limited to labor standards, civil rights, Section 3, and debarment and suspension.

The DEVELOPER shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

The DEVELOPER shall obtain approval in writing from the COUNTY before advertising a solicitation, awarding a solicitation, executing a contract, amending an executed agreement. If HUD or COUNTY determine DEVELOPER failed to procure products or services compatible with the applicable requirements for CDBG-DR funds, DEVELOPER shall repay COUNTY for any and all funds expended through an improper solicitation.

L. Property Standards

Real property acquired by the DEVELOPER under this Agreement shall be subject to 24 CFR 570.505, 24 CFR 570.200(j) and 24 CFR §5.109 as applicable.

The DEVELOPER agrees to maintain the real property in a manner consistent with the purpose and terms of this Agreement. In the event that the property is sold, transferred, or used for an ineligible purpose within the applicable HUD-mandated period, including the Affordability Period, the DEVELOPER shall repay the COUNTY in accordance with HUD guidance and this Agreement.

Any equipment purchased in whole or in part with CDBG-DR funds shall be tracked and maintained in accordance with standards established by the COUNTY. If the equipment is no longer needed for the approved activity, the DEVELOPER shall request disposition instructions from the COUNTY, which may include: retention by the DEVELOPER with compensation to the COUNTY; or other HUD-compliant disposition.

M. Rights to Inventions

If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the DEVELOPER 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 DEVELOPER 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.

N. Unique Entity Identifier and System for Award Management

The DEVELOPER shall comply with the requirements of 2 CFR part 25 which are applicable to the Developer. Notwithstanding the foregoing, the DEVELOPER will obtain a Unique Entity Identifier (UEI) number.

O. Relocation, Real Property Acquisition, and One-for-one Housing Replacement

i. General

The DEVELOPER shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the [URA] shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

ii. Waivers and Alternative Requirements

The DEVELOPER shall comply with the following waivers and alternative requirements related to the URA found in FR 88 FR 32046.

a. Residential Anti Displacement and Relocation Assistance Plan (RARAP)

DEVELOPER shall be in compliance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act (URA) of 1970, as amended (49 CFR Part 24), and Section 104(d) of the Housing and Community Development Act of 1974, as amended, and implementing regulations at 24 CFR Part 570.496(a). DEVELOPER must adopt the COUNTY RARAP or adopt a RARAP that meets the requirements established by COUNTY. DEVELOPER must also provide the following benefits to households or businesses that they displace:

1. Relocation advisory services;
2. A minimum of 90-day notice to vacate;
3. Reimbursement for moving expenses; and
4. Payments for added cost of renting or purchasing comparable replacement housing.

iii. Uniform Relocation Act (URA) Regulations

Activities and projects undertaken with CDBG–DR funds may be subject to the URA, section 104(d) of the HCDA (42 U.S.C. 5304(d)), and CDBG program requirements related to displacement, relocation, acquisition, and replacement of housing, except as modified by waivers and alternative requirements provided in 88 FR 32046.

In such notice, HUD waived or provided alternative requirements for the purpose of promoting the availability of decent, safe, and sanitary housing with respect to the use of CDBG–DR funds allocated under the Consolidated Notice.

iv. Section 104(d) One-for-One Replacement

Current CDBG-DR regulations waive the requirement to provide one-for-one replacement requirements at section 104(d)(2)(A)(i) and (ii) and 104(d)(3) of the HCDA and 24 CFR 42.375, for owner-occupied lower income dwelling units that are damaged by the disaster and not suitable for rehabilitation. Units which meet the COUNTY's definition of Not Suitable for Rehabilitation are exempted from the one-for-one replacement requirements. The COUNTY's definition of not suitable for rehabilitation is included in the COUNTY's CDBG-DR Action Plan and outlined below:

a. The cost to properly "rehabilitate" the unit, to bring it to livable standards under local code and HUD property and habitability standards, exceeds 50 percent of the total current value of the property or a comparable reconstruction;
b. The property is located in an area where environmental or other hazards place residents in undue harm as identified through an environmental review or by other means as the COUNTY determines;
c. The structure has been condemned under local code; or
d. The building is identified as a repetitive loss structure.

Tenant- occupied and vacant occupiable lower- income dwelling units demolished or converted to another use other than lower- income housing in connection with a CDBG–DR assisted activity are generally subject to one-for-one replacement requirements at 24 CFR 42.375 and these provisions are not waived.

v. Section 104(d) Relocation Assistance

To prevent disparities in the provision of relocation assistance associated with activities funded by HUD or FEMA, the Federal Registration notice waives relocation assistance requirements at section 104(d)(2)(A)(iii) and (B) of the HCDA and 24 CFR 42.350, to the extent that an eligible displaced person, as defined under 24 CFR 42.305, may choose to receive either assistance under the URA (49 CFR part 24), or assistance under section 104(d) (24 CFR 42.350).

This waiver does not impact a person's eligibility as a displaced person under section 104(d), it merely limits the amounts and types of relocation assistance that a section 104(d) eligible displaced person is eligible to receive. A section 104(d) eligible displaced person is eligible to receive the amounts and types of assistance for displaced persons under the URA, as may be modified by the waivers and alternative requirements in this notice for activities related to disaster recovery.

This limited waiver of the section 104(d) relocation assistance requirements assures uniform and equitable treatment for individuals eligible to receive benefits under section 104(d) by establishing that all forms of relocation assistance to those individuals must be in the amounts and for the types of assistance provided to displaced persons under URA requirements.

a. URA Replacement Housing Payments

HUD waivers allow an agency to use tenant-based rental assistance (such as Section 8 housing choice vouchers) to meet all or a portion of its relocation assistance obligation if it also provides comparable replacement dwellings for consideration by the displaced person.

b. Voluntary Purchase for Primary Residence

49 CFR 24.101(b)(2) is waived to the extent that it applies to a homebuyer, who does not have the power of eminent domain, and uses CDBG–DR funds in connection with the voluntary purchase and occupancy of a home the homebuyer intends to make their primary residence. Tenants displaced by these voluntary acquisitions may be eligible for relocation assistance.

c. Voluntary Acquisition

The requirements of URA do not apply to acquisitions that meet all of the following conditions (49 CFR 24.101(b)(1)):

1. No specific site or property needs to be acquired, although the COUNTY may limit its search for alternative sites to a general geographic area. Where the COUNTY wishes to purchase more than one site within a general geographic area on this basis, all owners are to be treated similarly. (See appendix A, § 24.101(b)(1)(i).)

2. The property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

3. The DEVELOPER, as that term is defined in 49 CFR 24.2, will not acquire the property if negotiations fail to result in an amicable agreement, and the owner is so informed in writing.

4. The DEVELOPER, as that term is defined in 49 CFR 24.2, will inform the owner in writing of what it believes to be the market value of the property. (See appendix A, § 24.101(b)(1)(iv) and (2)(ii)).

d. Section 414 Waiver of the Robert T. Stafford Disaster Relief and Emergency Assistance Act

Section 414 of the Stafford Act is waived to the extent that it would apply to real property acquisition, rehabilitation, or demolition of real property for a CDBG–DR funded project, undertaken by COUNTY or its DEVELOPER, that began more than one (1) year after the Presidentially declared disaster, provided that the project was not planned, approved, or otherwise underway prior to the disaster. DEVELOPER understands that the program commencement date is the earliest of:

1. The date of an approved Release for Request of Funds (RROF) and certification, or

2. the date of completion of the site-specific review when a program utilizes tiered environmental reviews, or

3. the date of sign-off by the approving official when a project converts to exempt under 24 CFR 58.34(a)(12).

The DEVELOPER will ensure that this waiver does not apply to persons that meet the occupancy requirements to receive a replacement housing payment under the URA nor does it apply to persons displaced or relocated temporarily by other HUD-funded programs or projects. The DEVELOPER will ensure that such persons' eligibility for relocation assistance and payments under the URA is not impacted by this waiver.

P. <u>Nondiscrimination</u>

i. <u>24 CFR part 6</u>
The DEVELOPER will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

ii. <u>Section 504 of the Rehabilitation Act of 1973</u>
The DEVELOPER shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. Federal laws define a person with a disability as "any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment." The DEVELOPER shall comply with federal regulations 28 CFR Part 36, Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and 24 CFR Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of Housing and Urban Development.

a. To comply with Section 504, the project shall designate and maintain:

1. A minimum of 5% of the total dwelling units, but not fewer than one unit, to be

accessible for individuals with mobility impairments.

2. An additional 2% of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments. All of the accessible units must be equally distributed among different unit sizes and development types and must be disbursed on all accessible routes throughout the development, for example accessible units must be on the ground floor in a multi-story development if there is no elevator.

b. The COUNTY requires the following features in housing units awarded any CDBG-DR funds under this Program:

   1. Primary entrance door shall have a threshold with no more than a ½- inch rise;

   2. All door handles on primary entrance door and interior doors must have lever handles;

   3. Lever handles on all bathroom faucets and kitchen sink faucets;

   4. Ability to install horizontal grab bars to support at least 250 lbs.

   5. Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and

   6. Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.

c. In addition to the features listed above, elderly-only (62+) units must include these additional features:

   1. At least 15% of the units must have accessible showers (no curb); and

   2. Grab bars in shower/tub.

iii. <u>Fair Housing and Equal Opportunity</u>

Through the use of CDBG-DR funding, no person should be excluded, denied benefits, or subjected to discrimination on the basis of their race, color, national origin, sex, disability, or age. The DEVELOPER may not discriminate in any of the following areas: deciding who will be admitted or have access to any CDBG-DR-funded program or activity; providing opportunities in or treating any person with regard to such a program or activity; or making employment decisions in the administration of or in connection with such a program or activity. The DEVELOPER must administer and fund programs that are in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601–3619), and implementing regulations, and will affirmatively further fair housing.

Complaints alleging violation of fair housing laws can be made to HUD's office of Fair Housing and Equal Opportunity for Region 4 (phone: 800-440-8091 or email: complaintsoffice04@hud.gov).

iv. Architectural Barriers Act and the Americans with Disabilities Act

The DEVELOPER shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The DEVELOPER shall comply with the laws, regulations, and executive orders referenced in 24 CFR 570.607 regarding employment and contracting to the extent they are applicable.

v. Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

a. General Compliance:

The DEVELOPER shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended 24 CFR 570.601 and 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The

DEVELOPER shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he or she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

b. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the DEVELOPER assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to 24 CFR part 1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the DEVELOPER's assurance herein shall obligate the DEVELOPER or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the DEVELOPER for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the COUNTY and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the DEVELOPER under this Agreement, the instrument effecting any disposition by the DEVELOPER of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the DEVELOPER receives real property interests or funds for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of 24 CFR part 1 shall extend to any facility located wholly or in part in such space.

DEVELOPER shall ensure subsequent owner(s), transferee(s), or assign(s) comply with the foregoing federal anti-discrimination laws as set forth herein and in the federal statutes and guidelines.

vi. Affirmative Action and Marketing

If any Project under this Agreement involves the rental of five or more CDBG-DR units, Developer shall comply with County's requirements to affirmatively market any CDBG-DR unit available for rent in a manner to attract tenants without regard to race, color, national origin, sex (including sexual orientation), religion, familial status, or disability. (24 CFR 570.602) Developer agrees, in soliciting tenants, to do the following:

a. Use the Equal Housing Opportunity logo in all advertisements;
b. Display a Fair Housing poster in the rental leasing office;
c. Where appropriate, advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;
d. Maintain files of Developer's affirmative marketing activities for five (5) years and provide access there to County staff;
e. Not refrain from renting to any tenant holding a Section 8 existing Housing Choice Voucher (HCV) or other housing assistance voucher;
f. Comply with Section 8 HCV regulations when renting to any tenant holding a Section 8 HCV; and
g. Exercise affirmative marketing of the units when vacated

Documentation regarding affirmative marketing shall be completed prior to unit occupancy and retained in accordance with this Agreement.

1. Women- and Minority-Owned Businesses (W/MBE)

As applicable, DEVELOPER agrees that it shall carry out an Affirmative Action Program to the extent required by federal law, guidelines, rules, or regulations.

The DEVELOPER must take all necessary affirmative steps listed in 2 CFR 200.321(b) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, when the DEVELOPER procures property or services under this Agreement.

Under 2 CFR 200.321, 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; and
(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in 2 CFR 200.32 (b)(1) through (5).

2. Notifications

The DEVELOPER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the DEVELOPER's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The DEVELOPER shall, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that it is an Equal Opportunity or Affirmative Action employer.

Q. Labor and Employment

i. Pursuant to Section 110(a) of the Housing and Community Development Act of 1974 (HCDA), laborers and mechanics employed by contractors and subcontractors on construction work "financed in whole or in part" with CDBG-DR assistance must be paid not less than wages determined to be prevailing on similar construction work in the locality by the Secretary of Labor in accordance with the Davis Bacon Act (40 U.S.C. 3141 et seq.).

ii. Davis- Bacon prevailing wage requirements do not apply in the following situations:

a. Construction work prime contracts of $2,000 or less.
b. Bona fide volunteers where procedures and requirements of 24 CFR § 70 are met.
c. Force account work.
d. Non-construction activities like storm debris removal.
e. Demolition that is not followed by construction.
f. Equipment installation costs so long as they do not exceed 13% of the total equipment cost.
g. Rehabilitation, reconstruction, and demolition of residential property containing fewer than eight units.

iii. The DEVELOPER agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The DEVELOPER shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the COUNTY for review upon request and reviewed for compliance with applicable provisions.

R. Section 3 of the Housing and Urban Development Act of 1968

i. Pursuant to 24 CFR Part 75, DEVELOPER shall direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns, particularly those who are recipients of government assistance for housing or residents of the community in which the federal funds are spent. Where feasible, DEVELOPER should give priority for contracting opportunities and training to Section 3 workers residing within the service area or the neighborhood of the project, and participants in YouthBuild programs.

a. A Section 3 worker is a worker who currently fits or when hired within the past five years fits at least one of the following categories: An LMI worker that fell below HUD income limits for the previous or annualized calendar year; employed by a Section 3 business concern; or a YouthBuild participant.

b. A Targeted Section 3 worker is a worker who meets the definition of a Section 3 worker, plus one of the following: A worker employed by a Section 3 business concern, or a worker who currently fits or when hired was living within the service area, neighborhood of the project, or is a YouthBuild participant. The DEVELOPER should document that the worker meets this definition within the past five years.

c. A Section 3 Business Concern is defined as a business that meets at least one of the following (documented within the last 6-month period): at least 51 percent owned and controlled by low- or very low-income persons; more than 75 percent of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or; at least 51 percent owned and controlled by current residents of public housing or residents who currently live in Section 8 assisted housing.

ii. The DEVELOPER shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

S. Conduct

i. Hatch Act

The DEVELOPER shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

ii. Procurement Conflict of Interest

DEVELOPER shall comply with the conflict of interest standards that are consistent with 24 C.F.R. 570.611(b) and must disclose in writing any potential conflict of interest to the COUNTY.

In the procurement of labor, supplies, equipment, construction, and services, the DEVELOPER and any subcontractor or agent shall avoid any real or apparent conflict of interest. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY, or of any designated public agencies, or subcontractors which are receiving CDBG-DR funds or who exercise or have exercised any functions or responsibilities with respect to CDBG-DR funded 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 personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. This prohibition includes the following:

d. Any interest in any contract, subcontract or agreement with respect to any CDBG-DR assisted-projects or programs administered by DEVELOPER, or the proceeds thereunder; or
e. Any unit benefits or financial assistance associated with CDBG-DR funds or programs administered by DEVELOPER including, occupancy of a multifamily rental housing unit in a CDBG-DR unit in the Project

This prohibition does not apply to an employee or agent of the DEVELOPER who is income qualified and occupies a unit in the Project as the on-site project manager or maintenance worker.

Any potential conflict of interest shall be reported using the COUNTY'S disclosure form and the DEVELOPER shall not proceed unless and until the COUNTY, and if required, HUD has reviewed and approved the conflict of interest.

iii. Lobbying Certification

The DEVELOPER hereby certifies that:

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

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

c. It shall require that the language of paragraph (a) through (d) of this certification be included in the award documents for all awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all awardees at all tiers shall certify and disclose accordingly; and

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SEPARATE LOBBYING FORM INCLUDED FOR SIGNATURE (EXHIBIT 3)

iv. Government-Wide Debarment and Suspension

The DEVELOPER shall comply and facilitate compliance with U.S. Housing and Urban Development regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 2424 which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount). As such, the DEVELOPER shall verify by reviewing the SAM at https://www.sam.gov, if necessary, that its principals, affiliates, contractors, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a. Debarred from participation in any federally assisted Award;
b. Suspended from participation in any federally assisted Award;
c. Proposed for debarment from participation in any federally assisted Award;
d. Declared ineligible to participate in any federally assisted Award;
e. Voluntarily excluded from participation in any federally assisted Award; or
f. Disqualified from participation in any federally assisted Award.

The certification in this clause is a material representation of fact relied upon by the COUNTY. If it is later determined by the COUNTY that the DEVELOPER knowingly rendered an erroneous certification, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The DEVELOPER agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 2424, while this offer is valid and throughout the period of any contract that may arise from this offer. The DEVELOPER further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DEVELOPERS are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, as well as 2 CFR part 180. The regulations in 2 CFR part 180 restrict making Federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from receiving or participating in Federal awards.

SEPARATE GOVERNMENT WIDE DEBARMENT AND SUSPENSION FORM INCLUDED FOR SIGNATURE (EXHIBIT 4)

T. Inherently Religious Activities

The DEVELOPER agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 5.109, such as worship, religious instruction, or proselytization.

a. The DEVELOPER must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded in whole or in part by this Agreement;
b. Such inherently religious activities must be offered separately, in time or location, from the CDBG-DR funded services; and
c. Participation in any inherently religious activities must be purely voluntary for the beneficiaries of the CDBG-DR funded services; therefore, the DEVELOPER shall not implicitly or explicitly condition receipt of any services funded in whole or part by this Agreement on participation in any inherently religious activities.

U. Environmental Conditions

i. Prohibition on Choice Limiting Activities Prior to Environmental Review

a. Pursuant to 24 CFR Part 50 and 58, Environmental and historic preservation compliance reviews must be completed before any work can begin on a project. CDBG-DR appropriation acts prohibit HUD from waiving these requirements.

   1. It is the responsibility of COUNTY to facilitate Environmental Reviews.

   2. In the event an Environmental Review concludes site conditions are deemed unacceptable, the award will be rescinded and this Agreement will be terminated as specified herein. "Unacceptable" sites include, without limitation, those containing an immitigable environmental factor that may adversely affect the health and safety of the residents.

b. No choice-limiting actions shall be performed on the Project until environmental clearance is received, and a Notice to Proceed is issued.

1. "Choice-limiting actions" are defined as any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives, such as acquisition, construction, demolition of buildings, or rehabilitation or reconstruction of buildings.

2. Market studies, environmental studies, plan development, engineering or design costs, inspections and tests are not considered "choice-limiting" actions.

c. Pursuant to 24 CFR Part 58.22, failure to comply with the prohibition against committing funds or taking physical action (using either HUD funds or non-HUD funds) before the completion of the Environmental Review process could result in loss of HUD assistance, cancellation of the project, reimbursement by the developer/owner to the COUNTY for the amount expended, or suspension or denial of the disbursement of funds for the affected activity.

ii. Environmental Review Compliance

The DEVELOPER acknowledges that the Project is subject to a federally required environmental review conducted pursuant to 24 CFR Part 58. In accordance with 24 CFR § 58.22, the DEVELOPER shall comply with all environmental conditions, mitigation measures, or project-specific requirements identified in the HUD-approved Request for Release of Funds (RROF) and associated environmental review record (ERR). These may include, but are not limited to, requirements related to noise attenuation, floodplain development, historic preservation, endangered species protection, hazardous materials remediation, or stormwater management.

The DEVELOPER shall implement and maintain all such mitigation measures throughout the term of the Project, as specified in the environmental review documentation. Failure to comply with any applicable environmental mitigation requirements shall constitute a material breach of this Agreement.

In the event of such noncompliance, the COUNTY shall have the right to immediately terminate this Agreement and pursue all applicable recapture remedies, including but not limited to the recovery of disbursed CDBG-DR funds, in accordance with the terms set forth in the Repayment/Recapture of Funds provisions of this Agreement and as permitted by 2 CFR § 200.345 and applicable federal regulations.

iii. Air and Water

The DEVELOPER shall comply with the following requirements insofar as they apply to the performance of this Agreement:

a. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93);

b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

iv. Flood Insurance Requirements

The DEVELOPER shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The DEVELOPER shall ensure that for activities located in an area identified by FEMA as having special flood hazards that flood insurance under the National Flood Insurance Program (NFIP) is obtained and maintained in the amount and duration prescribed by FEMA's NFIP as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

v. Lead-Based Paint

The DEVELOPER shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this Agreement.

Projects that involve damage or disturbance of painted or coated surfaces, as well as development or improvement of existing structures, may involve some level of lead impact regardless of the type, age, or location of the property. Testing, reduction, abatement, and clearance of lead-based paint in accordance with 24 CFR Part 35 must be completed by qualified professionals. The DEVELOPER shall provide information pamphlets to tenants and shall follow the disclosure requirements in 24 CFR Part 35. Exemptions for inspection are provided 24 CFR 35.115.

vi. Historic Preservation

The DEVELOPER shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

V. Mandatory Disclosures

The DEVELOPER of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the County. DEVELOPERS are also required to report matters related to recipient integrity and performance in accordance with Appendix XII to Part 200, Title 2 (Oct. 1, 2024). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

W. Never Contract with the Enemy

DEVELOPER is subject to the guidance implementing Never Contract with the Enemy in 2 CFR part 183. The guidance in 2 CFR part 183 affects covered contracts, grants, and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

X. Whistleblower Protections

An employee of the DEVELOPER must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The DEVELOPER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

Y. Procurement of Recovered Materials

The DEVELOPER 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.

The DEVELOPER should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

Z. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

DEVELOPER is prohibited from obligating or expending loan or grant funds to

i. Procure or obtain;

ii. Extend or renew a contract to procure or obtain; or

iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

   b. Telecommunications or video surveillance services provided by such entities or using such equipment.

   c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

iv. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

AA. Construction Regulations

i. All structures, as defined in 44 CFR 59.1, designed principally for residential use and located in the Federal Flood Risk Management Standard (FFRMS) floodplain that receive assistance for new construction, reconstruction, rehabilitation of substantial damage, or rehabilitation that results in substantial improvement, as defined at 24 CFR 55.2(b)(10), shall be:

a. Elevated with the lowest floor, including the basement, at least 2 feet above the Base Flood Elevation (BFE).

b. Structures that are elevated shall meet federal accessibility standards as codified in Fair Housing Accessibility Guidelines 24 CFR § 200.929a.

c. Mixed-use structures with no dwelling units and no residents below 2 feet above BFE must be elevated or floodproofed in accordance with FEMA floodproofing standards at 44 CFR 60.3(c) (3)(ii) or a successor standard up to at least 2 feet above BFE.

ii. New housing construction waiver requirement: 42 U.S.C. 5305(a) and 24 CFR 570.207(b)(3) are waived to the extent necessary to permit new housing construction, subject to the following alternative requirement. When a CDBG–DR grantee carries out a new housing construction activity, 24 CFR 570.202 shall apply and shall be read to extend to new construction in addition to rehabilitation assistance. Private individuals and entities must remain compliant with federal accessibility requirements as well as with the applicable site selection requirements of 24 CFR 1.4(b)(3) and 8.4(b)(5).

iii. Construction standards for new construction, reconstruction, and rehabilitation: If the project includes carrying out activities to construct, reconstruct, or rehabilitate residential structures with CDBG–DR funds as part of activities eligible under 42 U.S.C. 5305(a) (including activities authorized by waiver and alternative requirement), the DEVELOPER shall comply with the required applicable construction standards as specified in this Agreement. For purposes of the Consolidated Notice, the terms "substantial damage" and "substantial improvement" shall be as defined in 44 CFR 59.1 unless otherwise noted.

iv. Green and resilient building standard for new construction and reconstruction of housing. All rehabilitation, reconstruction, or new construction must meet an industry-recognized standard that has achieved certification under the Green and Resilient Building Standards and additionally, all such covered construction must achieve a minimum efficiency standard. The DEVELOPER shall ensure all construction meets industry recognized Green and Resilient Building Standards and energy efficiency standards, as defined in this section.

a. All construction covered by this Agreement shall meet an industry-recognized Green and Resilient Building standard that has achieved certification under:
   1. Enterprise Green Communities;
   2. LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development);
   3. ICC–700 National Green Building Standard (NGBS) Green or NGBS Green+ Resilience;
   4. Living Building Challenge; or
   5. Any other equivalent comprehensive green building program acceptable to HUD.

b. All construction covered by this Agreement shall meet an industry-recognized energy efficiency standard that has achieved certification under:
   1. ENERGY STAR (Certified Homes or Multifamily High-Rise);
   2. DOE Zero Energy Ready Home;
   3. EarthCraft House, EarthCraft Multifamily;
   4. Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS);
   5. International Passive House Association;
   6. Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label);
   7. Earth Advantage New Homes; or
   8. Any other equivalent energy efficiency standard acceptable to HUD.

v. Standards for rehabilitation of non-substantially damaged residential buildings: For rehabilitation other than the rehabilitation of substantially damaged residential buildings, DEVELOPER must follow the guidelines specified in the CPD Green Building Retrofit Checklist. DEVELOPER must apply these guidelines to the extent applicable for the rehabilitation work undertaken, for example, the use of mold resistant products when replacing surfaces such as drywall. Products and appliances replaced as part of the rehabilitation work, must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances.

vi. Elevation standards for new construction, reconstruction, and rehabilitation of substantial damage, or rehabilitation resulting in substantial improvements:

a. All structures, defined at 44 CFR 59.1, designed principally for residential use, and located in the FFRMS floodplain, that receive assistance for new construction, reconstruction, rehabilitation of substantial damage, or rehabilitation that results in substantial improvement, as defined at 24 CFR 55.2(b)(12), must be elevated with the lowest floor, including the basement, at least two feet above the BFE . Mixed-use structures with no dwelling units and no residents below the FFRMS floodplain, must be elevated or floodproofed to or above the elevation of the FFRMS floodplain (two feet above BFE), in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard.

b. All Critical Actions, as defined at 24 CFR 55.2(b)(3); "any activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to persons or damage to property." For example, Critical Actions include hospitals, nursing homes, emergency shelters, police stations, fire stations, and principal utility lines. For Critical Action, the FFRMS floodplain is either the area within the 0.2-percent-chance floodplain or the area that results from adding an additional three feet the BFE; whichever is larger/higher based on best available information. Critical Actions within the FFRMS floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2)(3) or successor standard) to the higher of the 0.2-percent-chance floodplain elevation or three feet above the BFE. .

c. In addition to other requirements in this section, DEVELOPER must comply with applicable state, local, and tribal codes and standards for floodplain management, including elevation, setbacks, and cumulative substantial damage requirements. DEVELOPER using CDBG–DR funds as the non-Federal match in a FEMA-funded project may apply the alternative requirement for the elevation of structures described in Section III.F.6. Structures of 88 FR 32046 that are elevated must meet federal accessibility standards.

vii. Broadband infrastructure in housing: Any substantial rehabilitation, as defined by 24 CFR 5.100, reconstruction, or new construction of a building with more than four rental units must include installation of broadband infrastructure, except where the DEVELOPER documents that: (i) the location of the new construction or substantial rehabilitation makes installation of broadband infrastructure infeasible; (ii) the cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity, or in an undue financial burden; or (iii) the structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible.

viii. Applicable Affordability Periods for new construction of affordable rental housing: To meet the low- and moderate-income housing national objective, rental housing assisted with CDBG–DR funds must be rented in accordance with the LURA. This Provision shall survive expiration or termination of this Agreement.

DEVELOPER shall ensure that any subsequent owner(s), transferee(s), or assign(s) comply with all applicable federal laws, rules, and regulations as set forth herein and in the federal statutes and regulations. This Provision shall survive expiration or termination of this Agreement.

IX. OTHER REQUIREMENTS PURSUANT TO FLORIDA LAWS

A. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

B. The DEVELOPER shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work in this Agreement or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

C. §287.135, F.S., prohibits governmental agencies from contracting with entities for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with entities that are engaged in a boycott of Israel, and from contracting with entities for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. DEVELOPER certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject DEVELOPER to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the COUNTY may terminate this Agreement if a false certification has been made, or the DEVELOPER is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

D. <u>Contracting with Entities of Foreign Concern (FS §287.138)</u>

Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria listed below.

i. The entity is owned by the government of a foreign country of concern;
ii. The government of a foreign country of concern has a controlling interest in the entity; or
iii. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

<u>SEPARATE FOREIGN COUNTRY OF CONCERN ATTESTATION INCLUDED FOR SIGNATURE (EXHIBIT 5)</u>

E. <u>Human Trafficking Attestation</u>

Pursuant to Section 787.06 , Florida Statutes, an attestation must be completed by an officer or representative of an entity when a contract is executed, renewed or extended between a non-governmental entity and a governmental entity attesting that the non-governmental entity does not use coercion for labor or service as defined in Section 787.06, Florida Statutes.

SEPARATE HUMAN TRAFFICKING ATTESTATION INCLUDED FOR SIGNATURE (EXHIBIT 6)

X. TRAVEL

The DEVELOPER shall obtain written approval from the COUNTY prior to any travel outside the metropolitan area with funds provided under this DEVELOPER Agreement. Travel expenses, if authorized by the COUNTY, will be reimbursed according to section 112.061, Florida Statute, and Sarasota County Resolution No. 2016-170 and applicable federal laws.

XI. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this Agreement shall be directed to the following representatives:

County Representative	
Name	Wendi Bellows
Title	Resilient SRQ Affordable Housing Coordinator
Address	301 N. Cattlemen Road, Suite 200, Sarasota, FL 34232
Phone Number	941-861-5533
Email Address	wbellows@scgov.net

Developer Representative	
Name	Michael W. Miller
Title	Manager
Address	625 Tamiami Trl N. Venice, FL 34285
Phone Number	(941) 809-7693
Email Address	mmillerlgf@gmail.com

Any change in the Representatives listed above will be promptly communicated by the party making the change.

XII. PUBLIC RECORDS

DEVELOPER shall comply with the public records laws of the State of Florida. To the extent that DEVELOPER is acting on behalf of the COUNTY within the meaning of section 119.001 (2), Florida Statutes, DEVELOPER shall keep and maintain public records required by COUNTY to perform the services which form the subject matter of this Agreement; upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, FS, as amended from time to time, or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; meet all requirements for retaining public records and transfer, at no cost, to COUNTY all public records in possession of DEVELOPER upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY. In the event DEVELOPER fails to comply with a public records request, COUNTY shall be authorized to enforce this provision.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Sarasota County
Public Records office
6050 Porter Way
Sarasota, FL 34232
Phone: 941-861-5886
Email: publicrecords@scgov.net

XIII. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The DEVELOPER shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the DEVELOPER is an independent contractor.

DEVELOPER is not an employee, agent or servant of COUNTY and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the DEVELOPER's sole direction, supervision and control. The DEVELOPER shall exercise control over the means and manner in which it and its employees and subcontractors perform the work, and in all respects the DEVELOPER's relationship and the relationship of its employees or subcontractors to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY. The DEVELOPER shall be solely responsible for providing benefits and insurance to its employees.

XIV. FORCE MAJEURE

The DEVELOPER specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or specified by the COUNTY's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XV. HOLD HARMLESS, INDEMNIFICATION

Pursuant to s. 725.06(2), F.S., the DEVELOPER shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the DEVELOPER and persons employed or utilized by the DEVELOPER in the performance of this Agreement.

Nothing contained herein shall constitute a waiver by COUNTY of its sovereign immunity or the provisions of s. 768.28, F.S., as applicable. Further, nothing contained herein shall constitute or be construed as a consent by either party to be sued by third parties for any matter arising out of or relating to this Agreement.

This section of the Agreement will survive the completion or termination of the Agreement.

XVI. VENUE, JURISDICTION, WAIVER OF JURY TRIAL

Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. The Parties hereby waive all rights to trial by jury for any litigation undertaken concerning this Agreement. The construction of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida.

XVII. ASSIGNMENT

The DEVELOPER shall not assign or transfer any interest in this Agreement without the express written consent of the County. The DEVELOPER shall not enter into any contracts, agreements, purchase orders, or the like with any person, entity, agency, or individual in the performance of this Agreement without the prior written approval of the COUNTY. The DEVELOPER must receive prior written approval from the COUNTY for any and all advertisements, announcements, awards, solicitations and the like related to and/or using funds from this Agreement.

XVIII. SUBCONTRACTS

The DEVELOPER shall notify the COUNTY of all subcontracts and provide a copy of the fully executed agreement(s). The DEVELOPER will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The DEVELOPER shall cause all applicable provisions of this Agreement to be included in and made a part of any subcontract. The DEVELOPER shall undertake to ensure that all subcontracts shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

XIX. FEDERAL REGULATIONS

This Agreement shall be read to be consistent with state and federal law, as may be amended. If any federal regulations or Executive Orders cited herein are superseded, amended, rescinded, overturned, revoked, or otherwise deemed invalid, those federal regulations or Executive Orders shall automatically be stricken from this Agreement with no further action required by the Parties. The remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect. The Parties agree to work in good faith to amend this Agreement as needed to incorporate any changes to the federal regulations as they are made available by the appropriate federal authorities.

XX. SEVERABILITY

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall remain in full force and effect.

XXI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XXII. WAIVER

The COUNTY's delay or failure to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the COUNTY's right to pursue remedies at law or in equity related to this Agreement. Nor shall the COUNTY's single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law or equity.

XXIII. SURVIVAL

Sections II, III, IV, V, VI, VIII, XII, XV, XIX, XXII, XXIII, Exhibit 1, Exhibit 2, Attachment 1, and any right or obligation of the parties in this Agreement which by its express terms or nature and context is intended to, survive the termination or expiration of this Agreement. All provisions of this Agreement relating to the LURA attached hereto shall survive the expiration or termination of this Agreement.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the DEVELOPER for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the DEVELOPER with respect to this Agreement.

[Remainder of page left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last executed below.

CORTINA DEVELOPMENT OF VENICE, LLC

By: ______________________
Michael W. Miller

12/30/2025
Date signed

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: ______________________
Jonathan R. Lewis
County Administrator

1-30-2026
Date signed by Sarasota County

Executed by the County Administrator pursuant to Resolution No. 2023-142

Approved as to form and correctness:

By: ______________________
For County Attorney CAS

EXHIBIT 1
SCOPE OF SERVICE

i. Program Delivery (CDBG-DR Eligible Activities)

Activity #1

New construction of affordable multi-family housing

The project, identified as **Cortina Oaks of Venice**, located at **1321 Cortina Blvd Venice, FL 34285**, shall be constructed and subsequently utilized by **Cortina Development of Venice, LLC** for multifamily affordable housing purposes.

The property will consist of **80** apartments of which **41** are affordable units and **39** are market rate units.

CDBG-DR funds shall be used to support the construction of the Project. The affordable units will be leased to residents with incomes at or below 80% of the annualized Area Median Income (AMI) for Sarasota County as published annually by the U.S. Department of Housing and Urban Development, adjusted for family size.

ii. Pre-Award Costs

Pre-award costs will not be allowed.

iii. National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG-DR program's National Objectives.

The DEVELOPER certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

[Activity #1] Low- to moderate-income housing

DEVELOPER must satisfy criteria in 24 CFR 570.208(a)(3) and if the affordability requirements set forth in the Affordability Period section of this Agreement are more restrictive than those required under 24 CFR 570.208(a)(3), the DEVELOPER shall comply with the more restrictive requirement.

Records necessary to demonstrate compliance with 24 CFR 570.506(b)(4) include:
(i) A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multifamily structure assisted and the number of those units which will be occupied by low- and moderate-income households after assistance.
(ii) The total cost of the activity, including both CDBG and non-CDBG funds.
(iii) For each unit occupied by a low- and moderate-income household, the size and income of the household.

(iv) For rental housing only:

(A) The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

(B) Such information as necessary to show the affordability of units occupied (or to be occupied) by low- and moderate-income households pursuant to criteria established and made public by the recipient;

(v) For each property acquired on which there are no structures, evidence of commitments ensuring that the criteria in § 570.208(a)(3) will be met when the structures are built; and

(vi) Where applicable, records demonstrating that the activity qualifies under the special conditions at § 570.208(a)(3)(i).

iv. Levels of Accomplishment –Performance Goals and Timelines

The DEVELOPER shall complete the activities required under this Agreement in accordance with the following timeframes and performance goals associated with each of the activities:

Activity	Performance Goal	Timeframe for Completion of Performance Goal
New construction of multi-family affordable housing	*Commence Construction*	*Within 300 calendar days of County's issuance of NTP*
	Construction Complete	*Within 36 months of County's issuance of NTP*
	Certificate of Occupancy	*Within 2 months of Construction Complete*

v. Staffing

The DEVELOPER shall supervise and direct the completion of all activities under this Agreement. Any changes in the Key Personnel assigned or their responsibilities under the activities are subject to the prior approval of the COUNTY.

At a minimum, the DEVELOPER shall assign the following staff with the identified responsibilities (the "Key Personnel") to the identified activities:

[Activity #1]

Staff Member Title	Responsibilities
General Contractor	Responsible for construction activities and project management.
Controller	Responsible for draw requests and financial reporting.
Attorney	Responsible for general grant oversight.

vi. Prohibited Activities

EXHIBIT 1
SCOPE OF SERVICE

The DEVELOPER may only carry out the activities described in this Agreement and as allowed by HUD in expending CDBG-DR funds. The DEVELOPER is prohibited from charging costs of CDBG-DR ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

The remainder of this page is left blank.

EXHIBIT 2
GRANT BUDGET

The established budget and activities for this Agreement is included in the table below. DEVELOPER shall be solely responsible for all project costs in excess of the CDBG-DR budgeted funds and activities. Changes to the budgeted CDBG-DR funds and activities listed below shall conform to the requirements contained within Section VIII: Amendments, Termination, and Dispute Resolution. Changes in funding between the categories described below that do not increase or decrease the total funding of this Agreement may be accomplished without a formal amendment to the Agreement if approved in writing by authorized representatives of the COUNTY and the DEVELOPER. Any request by the DEVELOPER to increase or decrease the total funding of this Agreement must be submitted to the COUNTY in writing and include a detailed justification for the requested increase or decrease. If the COUNTY approves the DEVELOPER's requested change in total funding under this Agreement, the change in total funding must be reflected in an amendment to this Agreement executed by both parties.

The COUNTY may require the DEVELOPER to provide supplementary budget information in a timely fashion in the form and content prescribed by the COUNTY.

Category	**CDBG-DR Amount**
Environmental Review Allowance[1]	$10,000.00
Construction	$4,000,000.00
Total	**$4,010,000.00**

[1] Retained by the County for use towards environmental review compliance purposes.

EXHIBIT 3
LOBBYING FORM

31 U.S.C. 1352 and 2 CFR Part 200 Appendix II (I)

The Lobbying requirements mandate the maximum flow down, pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 2 CFR Part 200 Appendix II (I)
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all DEVELOPERs shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]
The DEVELOPER, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the DEVELOPER understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.,* apply to this certification and disclosure, if any.

Date	12/30/2025
Print Name, Title	Michael W. Miller, Manager
Signature of Authorized Official	
Company Name	Cortina Development of Venice, LLC

EXHIBIT 4
GOVERNMENT WIDE DEBARMENT AND SUSPENSION

The DEVELOPER shall comply and facilitate compliance with U.S. Housing and Urban Development, "Non-procurement Suspension and Debarment," 2 C.F.R. part 2424, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount). As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a. Debarred from participation in any federally assisted Award;
b. Suspended from participation in any federally assisted Award;
c. Proposed for debarment from participation in any federally assisted Award;
d. Declared ineligible to participate in any federally assisted Award;
e. Voluntarily excluded from participation in any federally assisted Award; or
f. Disqualified from participation in any federally assisted Award.

By signing and submitting this form, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the COUNTY. If it is later determined by the COUNTY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The DEVELOPER agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 2424, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date	12/30/2025
Print Name, Title	Michael W. Miller, Manager
Signature of Authorized Official	
Company Name	Cortina Development of Venice, LLC

EXHIBIT 5
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Cortina Development of Venice, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Date	12/30/2025
Print Name, Title	Michael W. Miller, Manager
Signature of Authorized Official	
Company Name	Cortina Development of Venice, LLC

EXHIBIT 6
HUMAN TRAFFICKING ATTESTATION FORM

Pursuant to Section 787.06 (13), Florida Statutes, this form must be completed by an officer or representative of an entity when a contract is executed, renewed or extended between a non-governmental entity and a governmental entity.

The non-governmental entity named below does not use coercion for labor or service as defined in Section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Date	12/30/2025
Print Name, Title	Michael W. Miller, Manager
Signature of Authorized Official	
Company Name	Cortina Development of Venice, LLC

This Document Prepared By and Return to:
Sarasota County Government
Office of Financial Management – Program
Management Division
Steve Hyatt, Division Manager
301 N. Cattlemen Rd. Suite 201
Sarasota, FL 34232

ATTACHMENT 1

LAND USE RESTRICTION AGREEMENT

THIS LAND USE RESTRICTION AGREEMENT ("LURA") is made and entered into by and between Sarasota County, a political subdivision of the State of Florida ("County"), and Cortina Development of Venice, LLC, a Florida limited liability company ("Owner"), whose address is 625 Tamiami Trl N, Venice, FL 34285. The County and the Owner may sometimes be referred to individually as a "party" or collectively as the "parties". This LURA shall be effective on the date on which the last party executed and delivered this LURA (the "Effective Date").

RECITALS

WHEREAS, the Owner has title of certain real property situate, lying and being in Sarasota County, Florida described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the parties acknowledge that this LURA is intended to be recorded in the real property records to ensure the long-term affordability obligations set forth herein, and that such recording shall occur within a period reasonably necessary to complete all steps required for proper recordation;

WHEREAS, the County is in receipt of federal grant funding pursuant to Title I of the Housing and Community Development Act of 1974 ("CDBG-DR") which permits the County to use funds for affordable multifamily housing efforts for Low-to-Moderate Income ("LMI") persons;

WHEREAS, the Developer, Cortina Development of Venice, LLC was approved for a federal award of the County's CDBG-DR (the "Developer Agreement") for the specific purpose of developing a total of eighty (80) apartment units on the Property (collectively, the "Units" and individually, a "Unit"), with a total of forty one (41) apartment units set-aside for affordable housing (collectively, the "Affordable Units" and individually, a "Affordable Unit"), as more particularly outlined on **Exhibit B**, attached hereto and incorporated herein (the "Project");

WHEREAS, as a condition of the Developer Agreement, the Developer agreed to construct 41 Affordable Units to be rented to households with incomes at 80% or less of the current Area Median Income for Sarasota County, Florida, as published annually by the U.S. Department of Housing and Urban Development, adjusted for household size ("AMI");

WHEREAS, the requirement to maintain Affordable Units survives the expiration or termination of the Developer Agreement, and obligates the Property and Owner of the Property throughout the Affordability Period;

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) presumes the Project is an eligible use of CDBG-DR funds as a response to the impacts of Hurricane Ian because the Project provides affordable housing stock to low to moderate income households;

WHEREAS, upon completion of the Project detailed in the Developer Agreement, Developer shall remain the Owner of the Property;

WHEREAS, the Owner agrees that the Project or Affordable Units shall adhere to all applicable local codes, and shall comply, at a minimum, with the CDBG-DR Program requirements related to resident income restrictions, the Period of Affordability and related covenant requirements for assisted units, tenant protection, and housing quality standards;

WHEREAS, pursuant to the Developer Agreement to construct, develop, and maintain Affordable Units, the Owner has entered into this LURA containing obligations and restrictions to ensure the continued affordability of the Affordable Units on the Property for the Affordability Period as defined herein; and

WHEREAS, this LURA shall be properly filed and recorded by the Owner in the official public records of Sarasota County, Florida, and shall constitute a restriction upon the use of the Property, subject to and in accordance with the terms contained herein.

NOW THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **INCORPORATION.** The Recitals set forth above are incorporated herein by reference.

2. **PROPERTY.** The Property subject to this LURA is an approximately 5.3-acre parcel of land located in Sarasota County, Florida, located at 1321 Cortina Blvd, Venice, FL 34285, which is more particularly described in **Exhibit A** attached hereto and incorporated in this LURA by reference (the **"Property"**).

3. **PURPOSE.** The Parties hereto acknowledge that the County entered into the Developer Agreement for the purpose of providing the Developer a grant to construct multifamily affordable housing on the Property, which meets the CDBG-DR eligibility and guidelines as required by HUD. The Parties hereto acknowledge that the purpose of this LURA is to ensure Owner complies with the restrictions that govern the use of the Property, ensuring affordability for LMI individuals, transparency, and accountability as set forth in the Developer Agreement and as further described herein throughout the Affordability Period.

4. **RESTRICTION AND RECORDING.** The Property is hereby burdened with the covenants and restrictions specified in this LURA. The Owner shall record this LURA in the Public Records of Sarasota County, Florida, at Owner's expense.

5. **<u>EXPIRATION AND TERMINATION.</u>** Pursuant to 24 CFR Part 58 and 24 CFR Part 50, in the event an Environmental Review concludes site conditions for the Property are deemed unacceptable, this LURA will be terminated, releasing the Property from restrictions imposed by this LURA. "Unacceptable" sites include, without limitation, those containing an immitigable environmental factor that may adversely affect the health and safety of the residents.

   All the provisions of this LURA, including the benefits and burdens, run with the Property and this LURA shall bind, and the benefit hereof shall inure to, the Owner, Owner's heirs, legal representatives, executors, successors in interest and assigns, and to the County and its successors for the term of this LURA, which shall commence upon execution of this LURA and terminate upon the expiration of the Affordability Period, unless terminated earlier in accordance with this LURA.

6. **<u>AFFORDABILITY PERIOD.</u>** For the purposes of this LURA, the Affordability Period shall commence with the initial occupancy of an apartment unit by an income-eligible tenant(s) of the Project and shall continue for 21 years thereafter (Affordability Period).

7. **<u>AFFORDABLE HOUSING USE RESTRICTIONS.</u>**

   a. The Property shall be developed into and maintained as an affordable housing community comprised of:

      i. <u>80</u> total dwelling units, and

      ii. including at least 51% of the total dwelling units being rented for households at or below 80% of the then current Area Median Income for Sarasota County, Florida, as published annually by U.S. Department of Housing and Urban Development (**"AMI"**) (the **"Affordable Units"**) during the Affordability Period for each such unit as described in 24 CFR 92.252.

   b. During the Affordability Period, as defined above, the Affordable Units developed and constructed shall be rented or held available for rent on a continuous basis to persons or families who, at the commencement of occupancy and throughout their tenancy by each tenant of such unit, shall have annual incomes which do not exceed the unit set-aside requirements as stated below. The Owner shall review the documentation submitted by each person leasing an Affordable Unit to verify that tenant(s) meet the income and eligibility standards below based on proof of income documents provided by the tenant. The Owner certifies that to the best of its knowledge, the income and eligibility standards of each person leasing an Affordable Unit are in accordance with the following:

      i. All housing costs (including total rent for tenants) do not exceed 30 percent of the household's gross income.

      ii. The tenant of each Affordable Housing Unit shall be income eligible.

iii. Income from the following sources shall be considered for the purposes of income eligibility:

1. Earned income from wages, salaries, commissions, tips, and bonuses.
2. Rental Income from investment properties.
3. Periodic payments, including but not limited to:
    a. Social Security benefits (retirement or disability),
    b. Supplemental Security Income (SSI)
    c. Pensions, annuities, and retirement benefits,
    d. Alimony and child support payments.
4. Regular contributions or gifts from persons outside the household that are received on an ongoing basis.
5. Unemployment benefits and workers' compensation.
6. Income from investments and securities.

iv. Income from the following sources shall not be considered for the purposes of income eligibility:

1. Deferred Social Security Income/Disability (lump-sim or catch up amounts).
2. Public Assistance (welfare benefits, food stamps).
3. Earned Income Tax Credits.
4. Lump-sum additions to assets such as inheritances, insurance settlements, medical reimbursements, or other non-recurring lump-sum receipts.
5. Student financial assistance received under federal student aid programs.
6. Temporary, non-recurring, or sporadic income that is not expected to continue.
7. Other sources of income specifically excluded under 24 CFR 5.609(b).

c. During the Affordability Period, the Owner shall conduct an annual recertification of each tenant occupying an Affordable Unit to verify ongoing income eligibility, in accordance with AMI limits specified herein. This recertification shall include the collection and review of updated proof of income documentation. If a tenant's income increases beyond the allowable limits, the tenant shall be deemed over-income. Upon the determination that the tenant is over-income, the Owner shall take appropriate steps to ensure the Affordable Unit conforms with the Affordability Period and AMI limits specified herein. This may include, but is not limited to, assisting and/or providing the tenant a market-rate unit, if available, or other procedures as outlined in its applicable property management plans, tenant selection plans, other tenant related policies of the Owner.

d. Owner shall have an application process that collects eligibility requirements including, at a minimum, proof of income. Such records shall be retained and subject to inspection by the County for a period of five (5) years after expiration or termination of this LURA, including any extensions or renewals of this LURA.

e. Owner agrees that any lease of an Affordable Unit shall include a reference that such lease is subject to the terms and conditions of this LURA, including but not limited to income eligibility and annual recertification.

8. **INSURANCE.**
During the Affordability Period, the Owner shall obtain and maintain the insurance requirements specified in Exhibit C.

9. **ADMINISTRATION.** The lease of Affordable Units shall be limited to those persons meeting the AMI limits herein. Owner may rely on the accuracy and authenticity of the documentation submitted, such as the application and proof of income, by each person leasing an Affordable Unit to confirm, verify and ensure that any tenant meets such AMI limitations, including annual recertification. Owner may identify an agency or organization responsible for administration including reporting the rental price for all Affordable Units and verification of income eligibility, but the Owner shall remain responsible for ensuring any such organization is fulfilling the administration and reporting requirements under this LURA. Owner shall remain responsible and liable for any failure on the part of such organization in failing to comply with the requirements of this LURA. During the Affordability Period, the Owner must comply with 2 CFR 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.1 and other information HUD or the County designates as sensitive or the Owner considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. The Owner shall also comply with 24 CFR 570.508. The Owner shall ensure subsequent owner(s), transferees, or assigns comply with client data and other sensitive information provisions in this Section.

10. **ANNUAL MONITORING REPORT.** Owner shall annually submit the Annual Monitoring Report to Sarasota County until the Affordability Period for the last Affordable Unit has expired or terminated. The first Annual Monitoring Report shall be due six months after the first Affordable Unit is rented. The Annual Monitoring Report shall include documentation of the rental of Affordable Units and their rental rates, along with a statement that the Owner has complied with the verification of income eligibility requirements.

11. **COVENANTS RUNNING WITH THE LAND.** All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, to the fullest extent permitted by law and equity, be binding for the benefit and in favor of the County, and enforceable by the County, its successors and assigns, against Owner, and its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of said Property or portion of this LURA including but not limited to Section 8 herein. Each and every contract, deed, or other instrument hereafter executed covering or conveying the land or the Affordable Housing Units or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and

restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the land or the Affordable Housing Units are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the land or the Affordable Housing Units. The Owner shall expressly reference the conditions and covenants of this LURA on any deed or other instrument conveying ownership interest in the Property.

12. **INSPECTION OF THE PROPERTY.** If the County has reasonable cause to believe that the Owner or an Affordable Unit is in violation of any provision of this LURA, the County may visit the Property and visually inspect the exterior of the Affordable Unit or audit any records of Affordable Unit rentals. This LURA shall constitute permission to enter the Property (but not any dwelling units or other buildings) after giving Owner, and unit tenant, if applicable, five (5) business days advanced notice for the purpose of such inspection. The Owner shall provide the County any records or documentation of Affordable Unit rentals within ten (10) business days after receipt of written request of such records or documentation.

13. **DEFAULT AND REMEDIES.** If Owner defaults in its obligations under this LURA, then prior to commencing any action to enforce or seeking any available remedies pursuant to this LURA, the County shall deliver written notice to Owner of such default specifying in reasonable detail the nature of such default and providing 30 calendar days, or such other reasonable cure period if 30 calendar days is, in the County's sole discretion, insufficient to cure said default, in which to cure the default (a **"Notice of Default"**). If Owner defaults in its obligations under this LURA and fails to cure such default within the applicable cure period, then the County shall be entitled to seek any and all legal and/or equitable remedies available under Florida or Federal law, including, without limitation, any damages and remedies for noncompliance as contained within this LURA and/or the Developer Agreement including but not limited to payment to the County pursuant to the Repayment/Recapture provisions set forth in this LURA.

14. **REPAYMENT/RECAPTURE OF FUNDS.**

If during the Affordability Period, the Owner, its successors, or assign:

a. Leases any Affordable Unit to a household that is not income-eligible,
b. Fails to maintain the required number of Affordable Units as specified in this LURA,
c. Sells, transfers, or disposes of the Property without prior written consent from the County,
d. Fails to comply with terms of this LURA,

the Owner shall be considered in default of this LURA. The County shall provide written notice of such default and may allow the Owner a reasonable period to cure the violation, unless the nature of the violation is such that it is not reasonably curable. If the violation is not curable or not cured within the time permitted by the County, the Owner shall pay to the County all funds set forth in the Developer Agreement, or such portion thereof as determined by the County, regardless of whether Owner was a party to the Developer Agreement.

This section shall survive the expiration and/or termination of this Agreement.

15. **DISPOSITION OF PROPERTY**

The Owner acknowledges and understands that the Property is acquired and/or improved in whole or in part with federal funds under the CDBG-DR Program and is therefore subject to federal disposition requirements as set forth in 2 CFR § 200.311(d), and 24 CFR § 570.503(b)(7). If, during or after the Affordability Period, the Property is no longer used for the purposes set forth in this Agreement, the Owner shall:

1. Request written disposition instructions from the County, prior to any sale, transfer, conveyance, or change in use, and
2. Comply with repayment requirements, including reimbursement to the County for the full CDBG-DR award amount as specified in the Developer Agreement.

These requirements shall survive the expiration or early termination of this Agreement.

16. **DISPUTE RESOLUTION.**

a. In the event of a dispute or claim arising out of this LURA, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

b. In the event mediation is unsuccessful in resolving a dispute, the parties may proceed to litigation.

17. **FORCE MAJEURE**. Anything to the contrary set forth in this LURA notwithstanding, if Owner is delayed in, hindered in or prevented from performing any of its obligations under this LURA by reason of labor disputes, inability to obtain any necessary materials or services, acts of God, adverse weather conditions that are unusually severe for that time of year, war, endemic or pandemic, terrorist acts, insurrection, delays caused by governmental permitting or regulations, or other similar events beyond Owner's reasonable control, the time for performance of such obligation shall be automatically extended (on a day-for-day basis) for a period equal to the period of such delay.

18. **SEVERABILITY.** If any one or more of the provisions contained in this LURA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this LURA, and this LURA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. **NO WAIVER.** No delay or omission in the exercise of any right or remedy of the County upon any default by Owner shall impair such right or remedy or be construed as a waiver. The County's failure to insist on any one or more instance upon the strict observance of the terms of this LURA shall not be considered a waiver of the County's right thereafter to enforce the provisions of the LURA. The County shall not waive its rights to enforce any

provision of this LURA unless it does so in writing, signed by an authorized agent of the County.

20. **AMENDMENT.** This LURA may only be amended in writing by the mutual agreement of the Owner and the County, and such amendment shall become effective once it has been recorded in the official public records of Sarasota County, Florida.

21. **NO THIRD-PARTY BENEFICIARIES**. Nothing contained in this LURA is intended to or shall create a contractual relationship with, create a cause of action in favor of, or create a claim for relief for, any third party.

22. **SUCCESSORS.** Owner shall not sell, transfer or assign the Property during the Affordability Period without written authorization from the County. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, transferees, successors and assigns of the parties. The covenants shall be a burden upon and run with the Property for the benefit of the County who may enforce the covenants and compel compliance therewith through the initiation of judicial proceedings for specific performance or injunctive relief.

23. **GOVERNING LAWS.** This LURA shall be construed, interpreted, and enforced in accordance with the laws of the State of Florida, without regard to the principles of conflicts of laws thereof. The exclusive jurisdiction and venue for any action or dispute arising under or related to this LURA shall lie in the appropriate court having jurisdiction in Sarasota County, Florida. The parties, for themselves and their successors and assigns, hereby irrevocably consent to such exclusive jurisdiction and venue further agree not to remove or seek to remove any litigation to federal court based on diversity jurisdiction or otherwise. The parties hereby agree to waive all rights to trial by jury for any litigation concerning this LURA.

24. **DATE FOR PERFORMANCE.** If the time period by which any right, option, or election provided under this LURA must be exercised, or by which any act required under this LURA must be performed, expires on a Saturday, Sunday, or national holiday, then such time period shall be automatically extended through the close of business on the next day that is not a Saturday, Sunday, or national holiday. All time periods contained in this LURA that are measured in days shall be measured in calendar days unless otherwise expressly set forth herein.

25. **NOTICES.** Any notices, including notices of default shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, or via hand-delivery, or via facsimile, or via electronic mail to the addresses listed below:

To Owner:		To County:	
Name:	Michael W. Miller	Name:	Steve Hyatt, MBA, CPM
Title:	Manager	Title:	Division Manager, Program Management

			Division, Office of Financial Management (OFM)
Address:	625 Tamiami Trl N.	Address:	301 N. Cattlemen Road, Suite 200
	Venice, FL 34285		Sarasota, FL 34232
Telephone:	941-809-7693	Telephone:	941-315-5187
E-mail:	mmillerlgf@gmail.com	E-Mail:	shyatt@scgov.net

With copy to:		With copy to:	
Name:	Mariah L. Miller	Name:	Christa Queen-Sutherland
Title:	Attorney	Title:	Deputy County Attorney
Address:	625 Tamiami Trl N.	Address:	1001 Sarasota Center Blvd
	Venice, FL 34285		Sarasota, FL 34240
Telephone:	941-809-0120	Telephone:	(941) 861-7272
E-mail:	mariah@mlmillerlaw.com	E-Mail:	csutherland@scgov.net

Any change in the above contact information will be promptly communicated by the party making the change.

26. **COUNTERPARTS.** This LURA may be executed in several one or more counterparts each of which shall constitute an original, and all of which together shall constitute one and the same instrument. This LURA shall be deemed fully executed when each party whose signature is required has signed at least one counterpart, even though a single counterpart does not contain the signatures of all the parties.

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IN WITNESS WHEREOF, the parties have executed this instrument as of the date last below written.

WITNESSES:

Signed By: Tammy Chatham

Print Name: Tammy Chatham

Address: 625 TAMIAMI TRN
Venice, Fl 34285

Signed By:

Print Name: Rae Ramacciotti

Address: 625 Tamiami Trl
VENICE, FL 34285

CORTINA DEVELOPMENT OF VENICE, LLC

Signed by:

Print Name: Michael Miller

Title: Manager

Date: 12/30/2025

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before on this 30 day of December, 2025 by MICHAEL W MILLER, who ☒ is personally known to me or ☐ produced a ____________________ as identification.

STEPHANIE L. TANCEY
Notary Public
State of Florida
Comm# HH485192
Expires 2/21/2028

(Notary Stamp/Seal Above)

Notary Signature: Stephanie L Tancey

Print Name: STEPHANIE L TANCEY

WITNESSES:

Signed By: ______________________

Print Name: STEVE BOTELHO

Address: 1316 Western Pine

Sarasota Fl 34240

Signed By: ______________________

Print Name: Brad Johnson

Address: 7635 Trillium Blvd

Sarasota, FL 34241

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

By: ______________________
Jonathan R. Lewis
County Administrator

1-30-2026
Date signed by Sarasota County

Executed by the County Administrator pursuant to Resolution No. 2023-142

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before on this 30 day of January, 20 26 by Jonathan Lewis, who ☒ is personally known to me or ☐ produced a ____________ as identification.

Notary Public State of Florida
Keren C. Olivieri
My Commission HH 696691
Expires 7/10/2029

Notary Signature: ______________________

Print Name: Karen C. Olivieri

(Notary Stamp/Seal Above)

Approved as to form and correctness:

By: ______________________
For County Attorney CCS

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

PARCEL 1: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 19 EAST, AND RUN NORTH 88°46'50" WEST, 899.70 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTH 01°15'35" EAST, 601.00 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 01°15'35" EAST, 531.00 FEET: THENCE NORTH 88°46'50" WEST, 410.17 FEET; THENCE SOUTH 01°15'35" WEST, 531.00 FEET; THENCE SOUTH 88°46'50" EAST, 410.17 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SARASOTA COUNTY, FLORIDA.

PARCEL 2: BEGINNING AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 39 SOUTH, RANGE 19 EAST, AND RUN NORTH 88°46'50" WEST, 899.70 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTH 01°15'35" EAST 70 FEET TO THE POINT OF BEGINNING: THENCE CONTINUING NORTH 01°15'35" EAST, 531.00 FEET: THENCE NORTH 88°46'50" WEST, 25 FEET; THENCE SOUTH 01°15'35" WEST, 531.00 FEET; THENCE SOUTH 88°46'50" EAST, 25 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN SARASOTA COUNTY, FLORIDA. TOGETHER WITH EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY ACCESS/UTILITY EASEMENT AGREEMENT BY AND BETWEEN SANDALWOOD PARK HOMEOWNERS, INC. AND FLORIDA POWER & LIGHT COMPANY RECORDED IN INSTRUMENT NUMBER 2006071523, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

Parcel Number: 0428090001

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EXHIBIT B
PROJECT DESCRIPTION

The project, identified as **Cortina Oaks of Venice**, located at **1321 Cortina Blvd Venice, FL 34285**, shall be constructed and subsequently utilized by **Cortina Development of Venice, LLC** for multifamily affordable housing purposes.

The property will consist of **80** apartments of which **41** are affordable units and **39** are market rate units.

CDBG-DR funds shall be used to support the construction of the Project. The affordable units will be leased to residents with incomes at or below 80% of the annualized Area Median Income (AMI) for Sarasota County as published annually by the U.S. Department of Housing and Urban Development, adjusted for family size.

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EXHIBIT C
INSURANCE REQIREMENTS

WORKERS' COMPENSATION: Owner agrees to maintain Workers' Compensation insurance on in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of $500,000 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Owner has "leased" employees, the Owner or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

Owners who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

COMMERCIAL GENERAL LIABILITY: Owner agrees to maintain Commercial General Liability insurance per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent Owners with limits of not less than $1,000,000 each occurrence, $2,000,000 aggregate covering all work performed under this contract. Owner agrees to endorse **Sarasota County** as an additional insured on the Commercial General Liability coverage.

BUSINESS AUTOMOBILE LIABILITY: Owner agrees to maintain Business Automobile Liability insurance with limits not less than $500,000 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this contract. In the event Owner does not own automobiles, Owner agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Owner is shipping a product via common carrier, the Owner shall be responsible for any loss or damage sustained in delivery/transit.

If the Owner is a self-insured governmental entity, the Owner shall provide a certificate or verification of self-insurance to the County.

Owner shall ensure that any subsequent owner(s), transferee(s), or assign(s) comply with the foregoing insurance requirements.

FLOOD INSURANCE:

☐ Applicable ☒ Not Applicable

If any structure receiving assistance under this Agreement is located in a Special Flood Hazard Area (SFHA), the DEVELOPER is required to obtain and maintain flood insurance for that structure as a condition of receiving assistance. If the project consists of more than one structure receiving assistance, each such structure must be separately insured. The DEVELOPER must maintain flood insurance coverage in an amount equal to the lessor of:

a. the maximum amount of coverage available under the National Flood Insurance Program (NFIP);
b. the full replacement cost of the structure; or
c. the total amount of HUD assistance provided for that structure.

The requirement to maintain flood insurance applies for the life of the property, meaning it must be maintained in perpetuity by the DEVELOPER and any future owners of the property.

In the event that the DEVELOPER decides to sell, transfer, or otherwise dispose of the property during the Affordability Period, they are required to notify the buyer or transferee in writing of the obligation to maintain flood insurance. This notification must be included in the documents evidencing the transfer of the property, and the DEVELOPER must obtain a signed acknowledgment from the buyer or transferee that they understand and agree to maintain the flood insurance as required by this Agreement. Failure to notify the transferee or to obtain the required acknowledgment may result in liability for the DEVELOPER, including potential repayment of the award amount received under this Agreement. The DEVELOPER must provide the COUNTY with a copy of the notification and the signed acknowledgment within 30 days of the sale or transfer of the property.

Failure to obtain or maintain the required flood insurance shall constitute a material breach of this Agreement and may result in repayment of all or a portion of the CDBG-DR funds provided and may be ineligible for any future federal disaster assistance.

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