



Pinellas County

315 Court Street, 5th Floor
Assembly Room
Clearwater, Florida 33756

Staff Report

File #: 17-064D, **Version:** 1

Agenda Date: 5/23/2017

Subject:

Funding Agreement with Golden Generations, Inc. to provide British Petroleum Economic Settlement Funds to support the My Sistah's Place Project for Youth Aging Out of Foster Care.

Recommended Action:

Approval and execution by the County Administrator of the Funding Agreement with Golden Generations, Inc. to provide British Petroleum Economic Settlement Funds to support the My Sistah's Place Project for Youth Aging Out of Foster Care.

Strategic Plan:

Ensure Public Health, Safety and Welfare

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

2.4 Support programs that seek to prevent and remedy the causes of homelessness and move individuals and families from homelessness to permanent housing.

Foster Continual Economic Growth and Vitality

4.2 Invest in communities that need the most

Summary:

In accordance with the Board's approval of BP projects and associated funding for each project on December 13, 2016, this Funding Agreement will provide \$100,000.00 in one-time capital funds to satisfy the mortgage and to renovate My Sistah's Place, a two-bedroom program home in the Lake Maggiore neighborhood of St. Petersburg. The funding will allow Golden Generations, Inc. to provide young women who have aged out of foster care with housing while they participate in a comprehensive program that aims to support their efforts to achieve self-sufficiency.

Background/Explanation:

Golden Generations, Inc. is a non-profit organization whose mission is to facilitate educational, career, housing, and personal development opportunities for youth and seniors in the St. Petersburg community. Specifically, the My Sistah's Place Project will provide housing, job training, money management skills and emotional support for females between 18 and 21 years old who have aged out of foster care. A recent study conducted by Eckerd Youth Alternatives and PEW Charitable Trust found that over 400 youth age out of the system in Pinellas County annually, and are at increased risk of joblessness, homelessness, incarceration, and early pregnancy.

The My Sistah's Place Project will initially provide accessible housing to four (4) female beneficiaries, and will create a waiting list for an 18 to 24 month program that works with employers and mentors to follow residents after their stay.

Fiscal Impact:

This Funding Agreement provides funding of \$100,000.00 from the \$7.1 million BP Economic

Settlement Funds. The funding has been appropriated for this purpose in the FY2017 Budget. The County shall have no obligations related to maintenance, operation, and/or any other activity yielding a fiscal impact.

Delegated Authority:

Authority for the County Administrator to sign this Interlocal Agreement is granted under Resolution No. 16-90 adopted on December 13, 2016.

Staff Member Responsible:

Lourdes Benedict, Director, Human Services

Partners:

Golden Generations, Inc.
Eckerd Community Alternatives
Camelot Community Cares

Attachments:

FY17 Golden Generations, Inc. Funding Agreement
Attachment A - Vendor Information Form
Attachment B - FY 17 Golden Generations LURA



Pinellas County

315 Court Street, 5th
Floor Assembly Room
Clearwater, Florida 33756

Master

File Number: 17-064D

File ID: 17-064D	Type: Delegated Item	Status: Agenda Ready
Version: 1	Agenda Section:	Department: Human Services
Subject:		File Created: 01/20/2017
<div style="border: 1px solid black; padding: 5px;"> <p>Title: Funding Agreement with Golden Generations, Inc. to provide British Petroleum Economic Settlement Funds to support the My Sistah's Place Project for Youth Aging Out of Foster Care.</p> </div>		Final Action: 04/12/2017

Internal Notes: Fully executed Agreement. Processed for the 5.23.17 Receipt and File Report.

Agenda Date: 05/23/2017

Agenda Item Number:

Sponsors:

Enactment Date:

Attachments: FY17 Golden Generations Funding Agreement,
Attachment A - Vendor Information Forms,
Attachment B - FY17 Golden Generations LURA,
Attachment A to Attachment B - Insurance
Requirements Golden Generations, 17-064D - Risk
Review Funding agreement BP Golden Generations
FINAL VEH

Enactment Number:

REF #:

Hearing Date:

Drafter: pvargas@pinellascounty.org

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	4	1/31/2017	Abigail Stanton	Approve	2/1/2017
Notes: Please see notes on staff report, agreement, and LURA. Patty- please update with changes following review by Tim.					
Will update supporting documentation for Attachment B upon receipt during due diligence process.					
1	5	2/7/2017	Tim Burns	Escalated	2/6/2017
1	6	2/7/2017	Elisa DeGregorio	Delegated	
1	7	2/11/2017	Tim Burns	Escalated	2/10/2017
1	8	2/13/2017	Elisa DeGregorio	Delegated	
1	9	2/13/2017	Tim Burns	Approve	2/14/2017
Notes: Item required additional clarification on budget, program, etc. Land Use Restriction Agreement is attached to ensure defined use for 10 years.					
Vendor requests the money be provided to Golden Generations rather than direct pay to mortgage holder and contractor.					
1	10	2/14/2017	Patricia Vargas	Approve	2/16/2017
Notes: Carl- Could you please review the initial language in the Land Use Restriction Agreement (LURA) for how we refer to this not-for profit? The organization is incorporated in PA, but it is registered to operate in FL. We amended the original LURA language to reflect this, but just want to ensure that it is sufficient. Thank you.					
1	11	2/15/2017	Lourdes Benedict	Approve	2/16/2017
1	12	2/15/2017	Patricia Vargas	Approve	2/17/2017
1	13	2/17/2017	Risk First Review	Delegated	
1	14	2/21/2017	Richard Kahler	Approve	2/21/2017
Notes: Edited funding agreement and attached to Granicus as Item 9. Original document is locked and could not be edited. Attached Exhibit D insurance requirements to Granicus. Approved risk review is attached to Stars					
1	15	2/23/2017	Virginia Holscher	Delegated	
1	16	2/24/2017	Virginia Holscher	Approve	2/27/2017
1	17	2/27/2017	Cassandra Williams	Delegated	
1	18	3/1/2017	Bill Seiter	Approve	3/1/2017
Notes: See comments in funding agreement					
1	19	3/2/2017	Cecilia McCorkell	Approve	3/3/2017
1	20	3/3/2017	Bill Berger	Approve	3/6/2017
Notes: Could renovations be performed at lower cost under JOC contract (and could that contract be extended to the partner)? Why would we fund an historical marker for \$2,000? Wasn't part of proposed project and don't see how that aligns with the intended outcomes of this funding. See comments/edits in agreement and LURA.					
1	21	3/7/2017	Patricia Vargas	Approve	3/7/2017
Notes: OMB Comment Incorporated. On file with Human Services if required.					
Carl- Will send you all comments for your review. Thanks.					
1	22	3/7/2017	Carl Brody	Approve	3/9/2017
Notes: See my responses embedded in the documents. Once complete create PDF versions for my AATF.					
1	23	3/8/2017	Patricia Vargas	Approve	3/9/2017
Notes: Updated all comments. Version with all comments on file is with Human Services.					
1	24	3/8/2017	Jo Lugo	Approve	3/10/2017
1	25	3/8/2017	John Bennett	Approve	3/10/2017
Notes: 1) not sure why we wouldn't pay mortgage company if that was scope? 2) Typo on staff report making it 1000,000.00 versus 100,000.					
1	26	3/31/2017	Patricia Vargas	Approve	3/11/2017
Notes: Carl- Please see Attachment for AATF. Thanks!					
1	27	3/31/2017	Carl Brody	Approve	4/4/2017
Notes: AATF executed					
1	28	3/31/2017	Patricia Vargas	Approve	4/4/2017
1	29	3/31/2017	Jo Lugo	Approve	4/4/2017

Notes: For Mark's electronic signature:
Attachment #1, Pg. 5

1 30 4/3/2017 John Bennett Delegated

Notes: Tim - Please re-check agreement and update notes, specifically regarding line 25. Tks John

1 31 4/7/2017 Tim Burns Delegated

Notes: HS has visited site and met with Golden Generations and mortgage holder. Golden Generations has agreed to have the County provide direct payment of the mortgage per attachment A to the mortgage holder (Michael Phelps) at approximately \$68,000. Recipient has requested reimbursement of mortgage-related payments at approximately \$5,000. Renovation quote is also attached under supporting documentation.

Golden Generations is required to enter into a Land Use Restriction Agreement with the County (currently in progress) to restrict sale/use of property to the funded purpose.

1 32 4/10/2017 John Bennett Approve 4/11/2017

Notes: Mark, please see notes in line 31

1 33 4/12/2017 Mark S. Woodard Approve 4/15/2017

Notes: Bcc 1:1 files.

1 35 4/12/2017 Della Klug Approve 4/14/2017

1 36 4/12/2017 Jo Lugo Approve 4/14/2017

Notes: Printed items for BCC 1:1

History of Legislative File

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



Pinellas County

315 Court Street, 5th Floor
Assembly Room
Clearwater, Florida 33756

File Summary

File Number	Title	Current Status
17-064D	Delegated Item Funding Agreement with Golden Generations, Inc. to provide British Petroleum Economic Settlement Funds to support the My Sistah's Place Project for Youth Aging Out of Foster Care. Introduced: 1/20/2017 Meeting Date: 5/23/2017 Department: Human Services Drafter: pvargas@pinellascounty.org	Agenda Ready Controlling Body: Human Services

FUNDING AGREEMENT

This Agreement, effective upon the date executed below, by and between Pinellas County, a political subdivision of the State of Florida (hereinafter "**COUNTY**"), and Golden Generations, Inc., (hereinafter "**FUNDS RECIPIENT**").

Recitals

WHEREAS, the **COUNTY** received funds through a settlement ("Settlement") with parties responsible for the Deepwater Horizon accident which affected the Gulf of Mexico and communities in the region including Pinellas County; and

WHEREAS, the **COUNTY** has identified and approved projects intended to benefit the public or serves a public benefit that the Board of County Commissioners intends to be enhanced with the funding from the Settlement; and

WHEREAS, on December 13, 2016, the Board of County Commissioners approved Resolution 16-90 delegating to the County Administrator the authority to enter into agreements with entities necessary to effectuate the approved projects within the amounts approved by the Board of County Commissioners for each project; and

WHEREAS, **FUNDS RECIPIENT** is one of the entities necessary to effectuate the My Sistah's Place Project approved by the Board of County Commissioners; and

NOW THEREFORE, the **FUNDS RECIPIENT** agrees, in exchange for the funds to be provided by the **COUNTY**, and as further described herein to provide one-time capital funds to satisfy the mortgage and renovate the My Sistah's Place, two-bedroom program home, in accordance with the terms as described below.

1. Compensation.

- a. The **COUNTY** agrees to provide an amount not to exceed \$100,000.00 to Funds Recipient for the scope of work described in Section 2 of this Agreement.
- b. All requests for payments submitted shall consist of an invoice for the award amount, signed by an authorized **FUNDS RECIPIENT** representative, and accompanied by a completed Payee Information Sheet (Attachment A) and required documentation (mortgage payoff statement; detailed, official quotes for all renovation work; and detailed, signed receipts for all mortgage-related payment documentation). The invoice shall be sent electronically to the **COUNTY** no later than 90 days prior to the expiration of this Agreement.
- c. The **COUNTY** shall reimburse and/or advance the **FUNDS RECIPIENT** in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation is incomplete or untimely, the **COUNTY** may withhold payment until such time as the **COUNTY** accepts the remedied documentation and/or reports.
- d. Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the **COUNTY**. If this Agreement is still in force, future payments shall be withheld by the **COUNTY**.

2. Scope of Work.

- a. The goal of the My Sistah's Place Project (hereinafter "Project") is to provide young women who age out of foster care with housing while they receive life skills training to support their efforts to achieve self-sufficiency.
- b. FUNDS RECIPIENT agrees to satisfy the mortgage of 2920 Pallanza Drive South, St. Petersburg, FL, 33705, and to renovate the home.
- c. Within 30 days of mortgage satisfaction FUNDS RECIPIENT shall provide an original satisfaction/release of mortgage letter.
- d. Within 30 days of completing renovation work, FUNDS RECIPIENT shall detailed, signed receipts for all renovation work.
- e. FUNDS RECIPIENT agrees to enter into a Land Use Restriction Agreement (Attachment B).
- f. The scope of work shall not be altered without written approval of the COUNTY.

3. Term of Agreement.

The term of performance of the FUNDS RECIPIENT shall commence upon execution of this Agreement and shall expire on December 31, 2017.

4. Conditions Subsequent.

The FUNDS RECIPIENT agrees to reimburse the COUNTY for failure to comply with these conditions:

- a. The FUNDS RECIPIENT shall not sell the property prior to September 30, 2027, without a Ninety (90) day written notice to the COUNTY.
- b. The FUNDS RECIPIENT agrees to provide a yearly report detailing information on the property and the Project to the COUNTY upon request. The COUNTY reserves the right to amend reporting requests as necessary to ensure that the overall programmatic purpose is demonstrated, quantified, and achieved.

5. Independent Contractor.

It is expressly understood and agreed by the parties that FUNDS RECIPIENT is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the COUNTY. No agent, employee, or servant of the FUNDS RECIPIENT shall be, or shall be deemed to be, the agent or servant of the COUNTY. None of the benefits provided by the COUNTY to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from COUNTY to the employees, agents, or servants of the FUNDS RECIPIENT.

6. Indemnification.

The FUNDS RECIPIENT agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the COUNTY, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of FUNDS RECIPIENT; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed

trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

7. Assignment/Subcontracting.

- a) This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.
- b) The FUNDS RECIPIENT is fully responsible for completion of the Scope of Work required by this Agreement and for completion of all subcontractor work, if authorized as provided herein.

8. Conformity to the Law.

The FUNDS RECIPIENT, its employees, agents and contractors shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder. The laws of the State of Florida shall govern this Agreement.

9. Conditions Subsequent, Rights of First Refusal or Reversionary Interests In Real Estate or Real Estate debt upon which County funds are spent.

To the extent that funds provided by the COUNTY pursuant to this Agreement are used to: pay off debt relating to Real Property, make improvements to Real Property, or improve personal property to be used in an ongoing Project, in the event that the Real Property or personal property is offered for sale during the period of Land Use Restriction, right of first refusal must be given to eligible non-profits for purchase at current market value for continued use consistent with the Scope of Work.

10. Cancellation.

- a) The COUNTY reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to the FUNDS RECIPIENT in writing of the intention to cancel, or with cause if at any time the FUNDS RECIPIENT fails to fulfill or abide by any of the terms or conditions specified. Failure of the FUNDS RECIPIENT to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the COUNTY.
- b) In the event the FUNDS RECIPIENT uses any funds provided by this Agreement for any purpose or program other than authorized under this Agreement, the FUNDS RECIPIENT shall, at the option of the COUNTY, repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement.

11. Public Records.

The FUNDS RECIPIENT acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. The FUNDS RECIPIENT agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and the FUNDS RECIPIENT policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the FUNDS RECIPIENT agrees to

charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

12. Agreement Management.

Pinellas County Human Services designates the following person(s) as the liaison for the COUNTY:

Tim Burns, Division Director
Pinellas County Human Services
440 Court Street, 2nd Floor
Clearwater, Florida 33756

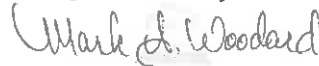
FUNDS RECIPIENT designates the following person(s) as the liaison:

Juanita Suber, President/CEO
Golden Generations, Inc.
2900 Palianza Dr. S.
St. Petersburg, FL 33705

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below.

PINELLAS COUNTY, FLORIDA, by and through its County Administrator



Mark Woodard

Date: April 12, 2017

Golden Generations, Inc.

By: 

President/CEO

Title

Date: 3/28, 2017

APPROVED AS TO FORM

By: 

Office of the County Attorney



PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS, AND
CLERK OF THE CIRCUIT COURT & COMPTROLLER
VENDOR INFORMATION FORM

BGC / CGC Personnel: Provide this form to vendors requiring setup in OPLS for any non-refund transactions. A completed form should be returned to you with a copy of the vendor's W-9 form, and then forwarded to Finance Supplier Management. Before forwarding, ensure the appropriate fields have been entered. Complete any applicable fields under "Internal Use Only" or provide this information in the body of your email.

Vendors: Complete all applicable fields. Return the completed form to the point of contact that provided you this form, along with your organization's W-9 form.

Taxpayer Information			
Name (As shown on your income tax return)		Taxpayer Identification Number	
Michael D. Phelps		304-60-1201	
Address Line 1			
4461 Pompano Drive SE			
Address Line 2			
City	State/Prov.	Zip Code	Country (if outside the U.S.)
St. Petersburg	FL	33705	Pinellas
Purchasing & Sales Information			
<input checked="" type="checkbox"/> Purchase Order/Sales Address Line 1			
Purchase Order/Sales Address Line 2			
City	State/Prov.	Zip Code	Country (if outside the U.S.)
Purchase Order/Sales Email Address			
Payment Remittance Information			
Business/Payee Name (Name must match invoice remittance advice)		Preferred Method of Payment (See page 2 for info)	
Michael D. Phelps		<input type="checkbox"/> ePay <input type="checkbox"/> ACH Transfer <input checked="" type="checkbox"/> Check	
Remittance Address Line 1			
4461 Pompano Drive SE			
Remittance Address Line 2			
City	State/Prov.	Zip Code	Country (if outside the U.S.)
St. Petersburg	FL	33705	Pinellas
Contact Information			
Contact Name	Phone Number		Ext.
Michael Phelps	813-918-2818		
Contact Email Address			
MIKED@INTEGRITYPROPS.COM			
Internal Use Only			
Commodity Codes	HS Vendor SPS	Business Classification	
	<input type="checkbox"/>		

Submitted forms that are not clear and legible will be returned.
All submissions MUST include a W-9 form as supporting documentation.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Michael D Phelps		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ▶ _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 9): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) 4461 Pompano Drive SE		Requester's name and address (optional)
	6 City, state, and ZIP code St. Petersburg, FL 33705		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 9.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
3	0	4	-	5	0	-	1	2	0	1
OR										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ **4-7-17**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



PINELLAS COUNTY
 BOARD OF COUNTY COMMISSIONERS, AND
 CLERK OF THE CIRCUIT COURT & COMPTROLLER
 VENDOR INFORMATION FORM

BCC / CCC Personnel: Provide this form to vendors requiring setup in OPUS for any non-refund transactions. A completed form should be returned to you with a copy of the vendor's W-9 form, and then forwarded to Finance Supplier Management. Before forwarding, ensure the appropriate fields have been entered. Complete any applicable fields under "Internal Use Only" or provide this information in the body of your email.

Vendors: Complete all applicable fields. Return the completed form to the point of contact that provided you this form, along with your organization's W-9 form.

Name (As shown on your income tax return)		Telephone Number (Home)	
Integrity Property Services, Inc.		26-1543274	
Address Line 1			
4154 Central Avenue			
Address Line 2			
City		State/Prov	Zip Code
St Petersburg		FL	33711
Country (if outside the U.S.)			
Purchase Order/Invoice Address Line 1			
4154 Central Avenue			
Purchase Order/Invoice Address Line 2			
City			
St Petersburg		State/Prov	Zip Code
FL		33711	
Country (if outside the U.S.)			
Purchase Order/Invoice Email Address		Caulyn	
APDintegrityprops.com			
Company Name (Please print in block letters)		Preferred Method of Payment (See page 2 for rules)	
Integrity Property Services, Inc.		<input type="checkbox"/> ACH <input type="checkbox"/> ACH Transfer <input checked="" type="checkbox"/> Cash	
Purchase Order/Invoice Address Line 1			
4154 Central Avenue			
Purchase Order/Invoice Address Line 2			
City		State/Prov	Zip Code
St Petersburg		FL	33711
Country (if outside the U.S.)			
Contact Name		Phone Number	
Mike Ahelss		813-918-2818	
Contact Email Address			
Mike Pa@integrityprops.com			
Company Code(s)		HSB Vendor Site	Business Organization
		<input type="checkbox"/>	

**Submitted forms that are not clear and legible will be returned.
 All submissions MUST include a W-9 form as supporting documentation.**

LAND USE RESTRICTION AGREEMENT

PINELLAS COUNTY DEEP WATER HORIZON SETTLEMENT FUNDS RECIPIENT PROGRAM

THIS LAND USE RESTRICTION AGREEMENT (hereinafter known as “**AGREEMENT**”) is entered into this ____ day of _____, 2017, between Pinellas County (**COUNTY**), whose mailing address is 315 Court Street, Clearwater, Florida 33756 and **Golden Generations, Inc.** having its principal office at 2900 Pallanza Drive South, St. Petersburg, FL 33705, a foreign not-for-profit corporation registered in the State of Florida, including its successors, assigns, and transferees (**AGENCY**).

WITNESSETH:

WHEREAS, on the ____ day of _____, 2017 the **COUNTY** and the **AGENCY** entered into an agreement (Funding Agreement) whereby the **COUNTY** agreed to provide up to One Hundred Thousand and NO/100 Dollars (\$100,000.00) in Deepwater Horizon Settlement Funds to the **AGENCY**; and,

WHEREAS, in consideration of the funding referenced above, the **AGENCY** will provide housing and life skills training as further referenced in Section 2 of the Funding Agreement (hereinafter referred to as the “**PROJECT**”); and

WHEREAS, as a condition of receipt of these funds, the **AGENCY** agreed to enter into a land use restriction agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein.
2. **Property:** The property (Property) subject to this **AGREEMENT** is 2920 Pallanza Drive South, St. Petersburg, FL 33705, which is further known as:

PALLANZA PARK REPLAT BLK 12, N 67FT OF LOT 22, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

The **AGENCY** hereby warrants that it is the only fee simple owner of the Property and is lawfully able to enter into this **AGREEMENT** and restrict the usage of the Property as described herein.

3. **Use Restrictions:** The **AGENCY** covenants and agrees that the property described above shall be used to
 - a. Provide housing and life skills training to Youth Aging Out of Foster Care.

- b. The **AGENCY** shall not, during the Effective Period defined below, alter the use of the Property so as to be in conflict with this section.
4. **Sale or Lease Requirements:** The **AGENCY** covenants that no lease, sale or title transfer to any third party shall occur prior to giving the **COUNTY** a Ninety (90) day written notice.
5. **Default and Remedies:** In the event that the **AGENCY** either sells the Property, or alters the use of the Property in a way that no longer conforms to the use specified above, or the terms or conditions herein, the **COUNTY** shall be entitled, in addition to all other remedies provided in law or equity, to require the **AGENCY** to reimburse to the **COUNTY** funds used for the **PROJECT**. The amount to be reimbursed to the **COUNTY** shall be in accordance with the Reversion of Assets Requirements adopted by the Planning Department of the **COUNTY** which incorporates, and depending on funding amount, may exceed the minimum federal requirements outlined in 24 CFR 570.503(b)(7).
6. **Insurance Requirements:** During the Effective Period defined below, the **AGENCY** will carry coverage for all damage to the real property identified in Section 2 herein, and will specifically list Pinellas County, a political subdivision of the State of Florida, as a loss payee on the policy(s).
 - a) The **FUNDS RECIPIENT** shall procure, pay for and maintain insurance coverage per Attachment A Insurance Requirements.
 - b) The Property Insurance requirements, as described in Attachment D, shall survive the expiration of this **AGREEMENT**.
 - c) The **FUNDS RECIPIENT** shall furnish **COUNTY**, or its designee, with properly executed Certificate of Insurance which shall clearly evidence all insurance required in this section prior to commencement of Project. The certificates will, at a minimum, list exclusions, limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the **COUNTY**.
7. **Effective Period:** For the purposes of this **AGREEMENT**, the Effective Period shall commence on the date of this **AGREEMENT** and expire on **September 30, 2027**.
8. **Successors and Assigns:** This **AGREEMENT** shall be properly filed and recorded by the **COUNTY** in the official public records of Pinellas County, Florida and shall constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein. The covenants and conditions contained herein shall run with the land and shall bind, and the benefits shall inure, to the **AGENCY**, its successors, assigns, and all subsequent owners of the Property or any interest therein, during the Effective Period. The **AGENCY** shall expressly reference the conditions and covenants of this **AGREEMENT** on any deed or other instrument conveying ownership interest in the Property.

(SIGNATURE PAGE/S FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written. *Note: Two witnesses are required*

ATTEST:
KEN BURKE, CLERK OF CIRCUIT COURT

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

Deputy Clerk Signature

By: _____
Janet C. Long, Chair

Date: _____, 2017

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Carl Brody, Senior Assistant County Attorney

ATTEST:

AGENCY: Golden Generations, Inc.

Witness #1 Signature

By: _____
Signature

Print or Type Name

Name/Title

Witness #2 Signature

Date: _____, 2017

Print or Type Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of _____, 2017 by _____ on behalf of the Agency. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Signature

(NOTARY STAMP/SEAL ABOVE)

Name of Notary, typed, printed or stamped

ATTACHMENT D
INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The FUNDS RECIPIENT shall obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the FUNDS RECIPIENT shall provide the COUNTY with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No Services shall commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the COUNTY. Approval by the COUNTY of any Certificate of Insurance does not constitute verification by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. COUNTY reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the FUNDS RECIPIENT to the COUNTY at least thirty (30) days prior to the expiration date.

FUNDS RECIPIENT shall also notify COUNTY within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said FUNDS RECIPIENT from its insurer. Notice shall be given by certified mail to: Pinellas COUNTY Risk Management Department, 400 South Fort Harrison Ave., Clearwater, Florida 33756; and nothing contained herein shall absolve FUNDS RECIPIENT of this requirement to provide notice.

Should the FUNDS RECIPIENT, at any time, not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the COUNTY and charge the FUNDS RECIPIENT for such purchase. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The COUNTY reserves the right, but not the duty, to review and request a copy of the FUNDS RECIPIENT's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the FUNDS RECIPIENT.
- (3) The term "COUNTY", or "Pinellas COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas COUNTY.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY or any such future coverage, or to COUNTY's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

Property Insurance FUNDS RECIPIENT is required to provide an evidence of property coverage in an amount of \$100,000 or more for the duration of the agreement. Property coverage form is special form including wind perils. Evidence of coverage must name Pinellas County as loss payee.

Risk Management Contract Review

Contract/ Agreement Title	Funding Agreement with Golden Generations, Inc. for the My Sistah's Place Project for Youth Aging Out of Foster Care.				
Bid/Contract#		Granicus#	17-064D	Stars#	17-16150
Purchasing Contact:		PID #		Amount:	\$100,000.00
Department	Human Svcs	Project/Contract Mgr:	Lourdes Benedict		
Type of Contract <small>(select both)</small>	Funding/Grant Agreement	Non-Purchasing	Method of Review	Granicus	
Limitation of Liability?		Indemnification Language?		If PE to PE, \$768.28?	
JPA:	Choose one	Name of JPA:	Choose an item.		

Required Coverages	Add'l Language / Exclusions	Limits	Justification
Property	Must name Pinellas County as loss payee	100,000	Fund recipient with LURA agreement
Choose an item.			
Choose an item.			
Choose an item.			
Choose an item.			
Choose an item.			
Choose an item.			
Choose an item.			

Date/Time/Comments: 01/31/2017 Patty Vargas Patty confirmed that this agreement is for funding only with funds that require a LURA agreement and property insurance requirements. Funding agreement is edited to include insurance wording. Exhibit D is attached with insurance requirement. This contract is not for services. It is a one shot funding agreement

NOTES: On December 13, 2016, the Board of County Commissioners (Board) approved the My Sistah's Place Project for Youth Aging Out of Foster Care to be funded from British Petroleum (BP) Economic Settlement Funds. This Agreement will be used to provide one-time capital funds to satisfy the mortgage and to renovate My Sistah's Place, a two-bedroom program home in the Lake Maggiore neighborhood of St. Petersburg. The BP funding will allow Golden Generations, Inc. to provide young women with housing while they participate in a comprehensive program that aims to support their efforts to achieve self-sufficiency.

Initial Reviewer: Rick Kahler	Date 1/31/2017
Approved By: GWHite	Date 1/31/2017
Final Approval: Virginia E. Holscher, Director	Date 2/24/2017