



11/8/2021

To: All Interested Parties

Request for Letters of Interest (LOI): Lealman Community Redevelopment Area (CRA) Housing Programs

LOI Number: 22-0058-LI (JJ)

Letters of Interest Due Date: December 14, 2021 3:00 P.M. EST

A. Introduction:

Pinellas County and the Pinellas County Community Redevelopment Agency (collectively, the County) is issuing this Letter of Interest (LOI) seeking qualified housing services providers to administer two housing programs - the Home Rehabilitation Program (HRP) and the Home Investment Program (HIP). Respondents must possess demonstrated experience providing the services described within this LOI and a working knowledge of the associated State, Federal or Local funding requirements that underlay the County's programs described herein.

The Lealman CRA Plan is intended to "serve as a comprehensive framework for long-term development, economic development, and redevelopment revitalization strategies to address blighted conditions and improve the overall quality of life in the CRA for the next 30 years." This introductory sentence of the Plan appropriately articulates the connection between blight and a lower quality of life for Lealman residents.

For this reason, the County is implementing a two-pronged strategy to capitalize on a series of ordinances and resolutions that were recently adopted by the Board of County Commissioners and designed to work in unison to address the Code Enforcement Division and County Attorney's Office's ability to lawfully resolve and expedite several Code Enforcement matters. These matters include partial lien forgiveness, capping liens, and demolition and condemnation of hazardous buildings and structures.

In the context of properties experiencing these challenges, a two-pronged strategy is important because these property owners in Lealman generally fall into two broad categories: (1) low-income residents who desire to address their Code violations but simply do not have the financial means to do so, or (2) are either bank- or investor-owned that are better suited for demolition and reconstruction due to owner being incentivized to remedy the liens and sell the parcel to an interested developer.

The HRP is designed for property owners desiring to remain in their homes but with limited financial means to address their code violations. The HIP is designed for bank- or investor-owned properties that are better suited for demolition and reconstruction. Housing service providers may elect to participate in the HRP HIP, or both. A summary of the programs is provided below.

The County is including five County-owned parcels (shown on Exhibit A) to be redeveloped in the HIP. Properties will be offered to developers via quit claim deed in exchange for acquiring and redeveloping properties on the Lealman Lien List. HIP is solely for homeownership; rental is not an eligible activity.



B. Program Summaries:

1. **Housing Rehabilitation Program (HRP):**

- The purpose of the HRP is to preserve the existing affordable housing inventory and assist eligible homeowners to improve the physical condition of their houses.
- The HRP helps with the home repair process including identifying needed repairs, developing work plans, helping the owner to review proposals, and helping make sure the contracted work is completed before funds are released to contractors.
- Financing provided via forgivable, soft-second mortgages offered at 0% interest, to applicants who own the home, meet income guidelines currently at or below 80% of Area Median Income (AMI), and occupy the home being rehabilitated.
- Agencies must be able to demonstrate experience administering similar programs using funds allocated by the State of Florida Housing Initiatives Partnership (SHIP) Program, Community Development Block Grant (CDBG) or Housing Trust Fund (HTF) Programs, **including verifying residents' incomes are at or below 80% AMI.**
- Eligible repairs include roof systems and soffit/fascia; AC/heat systems; Code-related electrical and plumbing upgrades; windows, and exterior doors. roof systems and soffit/fascia; AC/heat systems; Building Code-related electrical and plumbing upgrades; windows, and exterior doors.
- The minimum loan amount is \$3,000 and the maximum loan amount is up to \$30,000 including closing costs.
- The County's loan amount combined with the first mortgage amount cannot exceed 145% of the Just/Market value of the real property as determined by the County Property Appraiser. If the loan amount exceeds \$10,000, and the first mortgage does not escrow or there is no first mortgage, payment will include an amount to escrow for taxes and insurance.
- Loan funds cannot be paid to the homeowner or anyone other than a licensed contractor for labor and materials used on the structure. Loans cannot be used to reimburse for repairs already completed or expenses incurred prior to loan closing.
- Housing service providers shall contract with the County to establish all services to be provided and the terms for reimbursement.
- All activities funded through this contract must be approved by the County prior to commitment of funds by the housing service provider.
- Housing service providers shall seek eligible, interested program applicants through its own marketing efforts as well as referrals from Pinellas County.
- Properties must be located within the boundaries of the Lealman CRA to be eligible for grant funds.



2. Home Investment Program (HIP)

- The HIP is intended to support infill housing in the CRA to encourage new construction reinvestment in existing neighborhoods and promote homeownership.
- This program seeks qualified developers to undertake quality, single-family residential, for-sale, redevelopment in a timely manner. **(Note: rental housing development is not an eligible use of these funds).**
- Funding is eligible for construction of new single-family residences on Pinellas County-owned properties shown on Exhibit A or from the Lealman Lien List as shown on Exhibit B.
- The County will convey the five parcels on Exhibit A via a quit claim deed in exchange for developers acquiring and redeveloping properties on the Lealman Lien List shown on Exhibit B.
- **Funding will be provided in the form of a Developer Subsidy (up to \$50,000) and Homebuyer Subsidy (up to \$40,000)**
- Developer Subsidy of up to \$50,000 will be provided on a reimbursement basis for eligible hard construction costs.
- Homebuyer Subsidy will provide down-payment and closing cost assistance of up to \$40,000 to eligible buyers (those with incomes at or below 120% of Area Median Income).
- Deferred payment, zero interest (0.0%) loans offered by Pinellas County may be used to assist with acquisition costs, hard construction and soft costs associated with the development of affordable housing units. (Project must serve <80% AMI residents to qualify for this financing.)
- The County can assist with negotiating a lien reduction if construction is completed in an agreed upon construction schedule.
- First Look for “Good Neighbors” – In an effort to support a similar policy directive by HUD, the County is requiring that developers market all homes to “Good Neighbors” before all other buyers. To facilitate this, the County requests that for the first 30 days of marketing, no homes will be placed under contract with a buyer that is not a Good Neighbor, which is defined as households with at least one member that is currently a law enforcement officer (with the ability to make arrests for violations of federal, state, or local laws), pre-Kindergarten through 12th grade teacher, firefighter, emergency medical technician or nurse.
- Sale of homes receiving Developer and/or Homebuyer Subsidy is restricted to Qualified Homebuyers (i.e., those with incomes at or below 120% AMI).
- Selected applicants will be responsible for all customary closing costs associated with closing, including without limitation, all recordation, financing expenses, survey, notarial fees for passing the Act of Sale, title insurance and/or examination and all fees and costs of services related to any financing.
- Properties must be located within the boundaries of the Lealman CRA to be eligible for grant funds.
- Properties must be included on the Lealman Lien List shown on Exhibit B or on a County-owned property shown on Exhibit A.



C. Application Directions and Evaluation:

Interested parties should review these directions thoroughly prior to starting the Application. Applicants must submit completed applications along with attachments and exhibits directly to the County as described above under "Application Submission".

Applicants must use Adobe Reader to complete the Application and Exhibits enclosed. **Please read and complete the entire application, including the Exhibits referenced. All applications must be complete upon submission to be considered. Missing items may disqualify you from consideration.**

Applicant Eligibility: Entities that can demonstrate experience rehabilitating and constructing new single-family homes are eligible to apply for this program. Experience may be shown via 3rd party contracts or direct staff. Applicants that have been, or that contract with, any person or entity that has been barred by, and is otherwise not in goodstanding with Pinellas County, the State of Florida, or the U.S. Department of Housing and Urban Development (HUD) are not eligible.

The County will prioritize projects that leverage the County's funding and property with private and public financing, subsidies, grants, etc. Projects with strong reserves and reliable sources of capital are preferred. Applicants will be evaluated on the extent to which viable financing for the project has been secured. All applicants must show that they have adequate capital and resources to successfully complete the project in a timely fashion.

Eligible Properties: Only the County-owned properties listed in Appendix A or those on the Lealman Lien List in Appendix B are eligible in this program. The County-owned properties listed in Appendix A will be offered to HIP applicants in a negotiation to redevelop properties on the Lealman Lien List on Appendix B.

Building Standards: Applicants will be prioritized in part based on the extent to which their design concept includes sustainable features, incorporates materials and construction types that impede mold formation, prevent termites, resist projectile impacts, provide high levels of insulation, and promote energy efficiency. Preferred projects will utilize construction techniques that avoid waste, reduce impacts on neighbors, and utilize labor and materials that are locally manufactured or sourced. At minimum, all applicants must meet State of Florida and County's building standards as described in the Pinellas County Land Development Code.

Schedule: Development of awarded properties must be completed within 18 months of effective date of Agreement.

County's preference for proposals will include:

- Projects that are ready to proceed and have a high likelihood of success
- Projects undertaken by development teams with experience on similar projects, including income verification
- Projects with financial projections, business plans/models that reflect existing market conditions
- Projects that adopt high-quality, energy efficient, sustainable building standards
- Projects that positively contribute to the neighborhood
- Projects that leverage public funding with private sources



Additional Requirements: The County reserves the right to add all requirements that are needed to effectuate the goals of this program or comply with any legal requirements. The County reserves the right to amend the instructions, requirements, general and special conditions, or scope of work. Copies of such amendments shall be posted to the County's website. Further, the County may waive certain provisions of these requirements based upon a determination of the public benefits of the project.

Conflict of Interest: All applicants agree to disclose any direct or indirect, current, or future, conflicts of interest between themselves and the County and their respective employees. If questions arise about potential conflicts of interests, please contact the County prior to submitting a response.

Good Standing: Applicants that have been or that contract with any person or entity that has been barred by, and is otherwise not in good standing with, the County, the State of Florida, or the U.S. Department of Housing and Urban Development (HUD), are not eligible.

Publication and Promotion: Successful applicants agree to participate in any reasonable promotional activity and to prominently display County signage on the site of redevelopment. Such signage must be at least as large as standard real estate "For Sale" signage and shall be provided by the County. All successful applicants also agree to participate in community meetings scheduled by the County and to make information about their plans available to the community.

Ownership of Submission: All materials submitted in response to this request shall become the property of the County. Selection or rejection of a submission does not affect this right.

Proprietary Information: As a public entity, the County is subject to the disclosure requirements of the Florida Public Records Laws. Only information which is legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a submission identified as such must be clearly marked as CONFIDENTIAL and will be handled in accordance with the Florida Public Records Laws and applicable rules and regulations. Any submission marked as CONFIDENTIAL in its entirety may be rejected without further consideration or recourse.

Cost of Preparing Submission: The County shall not be liable for any costs incurred by applicants. Costs associated with completing the application, preparing for oral presentations, and any other expenses incurred by the applicant in connection with this application are entirely the responsibility of the applicant and shall not be reimbursed in any manner by the County.

Errors and Omissions in Application: The County shall not be liable for any errors in applications. The County has the right to request clarification or additional information from the applicants. The application and proposal of selected applicants may become part of any contract initiated by the County.

Compliance with All Applicable Laws: Any work completed pursuant to this Letter of Interest shall be governed and/or construed in accordance with the laws and jurisprudence of the State of Florida. At the time of applicant's submission of its proposal, the applicant must follow all applicable laws of the State of Florida, the United States, and local ordinances, including licensure requirements.

Insurance Requirements: "Attachment A" Insurance Requirements is attached to the Letter of Interest for reference. Selected vendor will be required to meet the insurance requirements as indicated. A certificate of insurance must be provided by vendor and approved by County prior to the start of work."



Contact and References: Applicants must provide accurate contact information and attest to the veracity of the information supplied. At its discretion, County staff may contact references and industry sources, investigate previous projects and current commitments, interview some or all the proposed development team members, and take any other information into account in its evaluation of the responses. The County reserves the right to request clarification or additional information and to request that applicants make presentations to the Pinellas County Community Redevelopment Agency, Lealman Community Redevelopment Area Advisory Committee, community groups or others.



APPLICATION

I) APPLICANT INFORMATION

Applicant Name and Title	
Signature	
Address	
City, State, Zip	
Telephone	
Fax	
Email	
2nd Contact Name (if applicable)	
Tax ID Number	
DUNS# (if applicable)	
Applicant Type	LLC <input type="checkbox"/> Sole Owner <input type="checkbox"/> 501(c) 3 <input type="checkbox"/> Partnership <input type="checkbox"/> Joint-Venture <input type="checkbox"/> Corp. <input type="checkbox"/> Other <input type="checkbox"/>



II) Experience & Capacity

a. Development Experience:

Complete the chart below to summarize your past and current projects with or without public subsidy. Please use additional sheets as necessary.

Project Name/Location	Type ¹	Public Funding Source and Amount	# units	Project Start Date	# units completed/ date	Applicant's Role	Reference contact (name / title / phone)

¹ Types: OOR = Owner Occupied Rehab, RR = Rental, SFHO = Single Family Homeowner (including duplexes & triplexes, MF = more than 4 units in one building)



b. Proposed Development Team:

Complete the chart below for each proposed development team member. Resumes or other biographical materials may be submitted in addition to below. Please notate next to name if attaching material. Please use additional sheets as necessary.

Role	Years of Experience	Name	Email	Phone
Architect				
General Contractor				
Construction Manager				
Realtor				
Other: _____				

Provide the names of the officers and any direct or indirect shareholders or members of the applicant owning 10% or more interest; for partnerships, provide the names of all General Partners and all Limited Partners owning 10% or more. For joint ventures, provide the information separately for each entity that comprises the joint venture. Also, state the role that each principal would play in the development of the site. Please use additional sheets as necessary.

Shareholder or Member Name	% of Ownership or Interest	General Partner or LP?	Role in Proposed Project



Has any principal identified above OR any organization in which any principal is or was a GP, Corporate Officer or owns 10% or more been subject of any of the following?	Yes	No
1. Felony conviction or pending case:		
2. Had an ownership or interest in a property that has received a code enforcement judgment or received multiple citations:		
3. In the past 5 years, failed to qualify as a responsible bidder or refused to contract after a government award has been made.		
4. In past 5 years, failed to file any required tax returns or failed to pay any federal, state, or city taxes or other charges:		
5. In past 7 years, filed a bankruptcy petition or was involved in involuntary bankruptcy proceedings:		
6. Been convicted of fraud, bribery, or grand larceny:		
7. Been barred by, or otherwise not in good standing with, the County, the State of Florida, or the U.S. Department of Housing and Urban Development:		
8. Have any governmental lien pending against real estate owned by applicant or any principals in Pinellas County or elsewhere:		



III) Project Summary

In the space provided describe what programs you are applying for (HRP, HIP, or both). Include information about your development strategy, specifically addressing your:

- Readiness to proceed;
- Development team's experience on similar projects in similar markets (including with applicant income verification);
- Financial strength of your team;
- How your project leverages public funding with private sources

Please use additional sheets as necessary.



- a. Complete and attach ***Exhibit C: Property Request List*** (note this is only required for HIP applicants).
- b. Complete and attach ***Exhibit D: HRP Development Timeline*** (if applying for this program)
- c. Complete and attach ***Exhibit E: HRP Sources & Uses*** (if applying for this program)
- d. Complete and attach ***Exhibit F: HIP Development Timeline*** (if applying for this program)
- e. Complete and attach ***Exhibit G: HIP Sources & Uses*** (if applying for this program)
- f. Designs (HIP applicants only) – Summarize how your designs will support neighborhood revitalization and blend with the existing character of the surrounding neighborhood. Consider the users of the space and items such building materials, energy efficiency measures, finishes, size, configuration, parking location and other relevant factors such as hazard resilience and mitigate the risk of wind and flood damage. **HIP applicants must include a conceptual rendering of the new construction proposed.**



- g. Description of Marketing Plan – In the space below describe how your project will be marketed to potential tenants. (Required for applicants of all programs.)

A large, empty rectangular box with a black border, intended for the applicant to provide a description of their marketing plan.



Certification: To the best of my knowledge, information in this application and all attachments are true and correct. I am authorized to sign on behalf of the applicant. All steps necessary to submit this application have been taken. By execution below, I acknowledge and agree to the provisions of the Letter of Interest. I understand that government representatives may be entitled to review records regarding the project and any other information submitted in connection with this application. Applicant authorizes the County to release to the government or any court of competent jurisdiction any project related information in its possession. Applicant and its principals authorize the County to request and confer with bank references, to check and receive reports from credit references and credit reporting agencies concerning the credit worthiness of applicant and its principals. Applicant and its principals authorize credit references and reporting agencies and persons and entities and persons familiar with applicant's or its principal's work to release and make available to the County credit reports, and any other data and references. I further authorize the County to share with applicable state and federal agencies the information contained in this application and any information obtained or reasonably necessary for loan consideration.

Print Name: _____

Date: _____

Signature: _____

Title: _____

D. Submittal Requirements and Instruction:

- **Letters of interest shall be submitted utilizing Pinellas ePro procurement website until December 14, 2021 3:00 P.M. EST.**

Pinellas County Board of County Commissioners (BCC) uses Pinellas ePro by Periscope Holdings Inc. to notify contractors/vendors of bids, quotations and proposal opportunities.

To receive notifications or submit responses, contractors/vendors *must* register with Pinellas ePro online using the following link/URL: www.ebids.pinellas.gov

- For information contained in this letter of interest, please submit all questions within Pinellas ePro within the Q & A Tab. Questions submitted any other way or to any other person in any other County department or entity will not be addressed.
- Submission of a Letter of Interest does not constitute an award commitment nor eligibility for any costs incurred in the preparation or submission of such letter.
- Any award which may result from submission to this Letter of Interest, by County Code, is not subject to protest.
- Pinellas County reserves the right to reject all letters of interest received and to negotiate the terms of the contract with the selected applicant(s) prior to entering into a written agreement.

Merry Celeste

 Merry Celeste,
 Division Director of Purchasing and Risk Management

LOI 22-0058-LI (JJ) - ATTACHMENT A - INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The Vendor shall obtain and maintain, and require any sub-vendors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. 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.

- a) **INDEMNIFICATION.** Vendor 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 Contractor; 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; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- b) Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- c) Approval by the County of any Certificate(s) 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(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.
- (1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
- (2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- e) If subcontracting is allowed under this RFP, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-vendors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the sub-vendor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between the Vendor and its sub-vendors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each sub-vendor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the sub-vendor; (2) provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract; (3) provide

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that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the sub-vendor except workers compensation and professional liability; (5) provide a waiver of subrogation in favor of the County and other

- (2) insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed sub-vendor, prior to the execution of the subcontract, copies of the Contract Documents to

which the sub-vendor will be bound by this Section C and identify to the sub-vendor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- f) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - (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 Vendor.
 - (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) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- (1) Workers' Compensation Insurance: Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Licensee/Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement

- (2) Commercial General Liability Insurance including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No Sexual Abuse or Molestation Exclusions allowed.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

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Limits		
	Each Occurrence	\$ 1,000,000
	General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (4) Property Insurance Vendor will be responsible for all damage to its own property, equipment and/or materials.

STATE HOUSING INITIATIVES PARTNERSHIPS
DEFERRED PAYMENT MORTGAGE

THIS MORTGAGE is made this day of , between the Mortgagor, , a **single person** , (herein "Borrower") and the Mortgagee, **Pinellas County**, a political subdivision of the State of Florida , whose address is 440 Court Street, Clearwater, Florida 33756, (herein "Lender").

This mortgage secures to lender:

(a) the repayment of the indebtedness evidenced by the Note, which is affixed hereto and made a part hereof, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, (b) the performance of the covenants and agreements of Borrower herein contained, (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 22 hereof (herein "Future Advances"). In consideration of the Note and for the purposes stated above, borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Pinellas, State of Florida:

Legal Description:

which currently has the address of, _____(herein "Property Address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, encumbrances, or restrictions of record.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower is indebted to Lender in the principal sum of \$() which indebtedness is evidenced by Borrower's Note dated _____, (herein Note). There will be no interest and no monthly payments so long as the Borrower remains the owner of the Property and continues to occupy the Property as the Borrower's principal residence. In the event of Borrower's death, bankruptcy filing, or if the Borrower does not occupy the property as the Borrower's principal residence or otherwise transfers, assigns, sells, or in any manner disposes of or abandons all or a portion of the Property which is subject to this Note and the Security Instrument described below, then the principal amount hereunder will immediately become due and payable and such outstanding principal will begin to bear interest at the rate of three (3%) per annum from the date of such death, bankruptcy filing, sale, transfer, assignment, conveyance, or abandonment until paid in full. The preceding statement notwithstanding, no interest will be charged on any of the principal amount of this Note paid within sixty (60) days of default.
2. **Funds for Taxes and Insurance.** Borrower shall pay to Lender on the day that monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for flood insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

As applicable, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency. Lender shall apply the Funds to pay said taxes, assessments, and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

As applicable, if the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, and insurance premiums, shall exceed the amount required to pay said taxes, assessments, and insurance premiums as the fall due, at Lenders' option, such excess shall be either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 hereof (herein "Acceleration; Remedies") the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied by Lender first to interest payable on the Note, then to the principal of the Note.

4. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty (60) days after the execution of this security instrument and shall continue to occupy the Property as Borrower's principal residence for the term of the mortgage note, unless Lender otherwise agrees in writing, **which consent shall not be unreasonably withheld.**

5. **Charges; Liens; Assessments.** Borrower shall promptly pay all assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which will or may gain priority over this security instrument unless otherwise agreed by Lender. Delinquent tax, assessments and other similar charges shall constitute a default of this security instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this security instrument, Lender may give Borrower a notice identifying the lien. Within 60 days of the date on which such notice is given, Borrower shall either satisfy the lien or diligently be taking all such necessary actions to satisfy the lien. This provision does not restrict the Borrower from creating a lien or encumbrance clearly subordinate to this security instrument.

6. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

7. **Preservation and Maintenance of Property; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under

the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

- 8. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency or bankruptcy, code enforcement, delinquent taxes, lack of or inadequate insurance, or probate, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from date of disbursement at the rate payable from time to time on outstanding principal under the Note. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

- 9. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, including the interior of the improvements, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 10. Condemnation.** In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the proceeds shall be applied to the sums secured by this Mortgage in such proportion as is equal to the fair market value of the portion of the Property taken, calculated immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

- 11. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to Borrower and to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 12. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 13. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively.
- 14. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof (herein "Transfer of the Property; Assumption"). All covenants, agreements, and liability of Borrower shall be joint and several.
- 15. Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to Interpret or define the provisions hereof.
- 16. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to

Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the matter designated herein.

17. **Governing Law; Severability.** This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.
18. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
19. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender may waive such option to accelerate if Borrower transfers all of its right, title and interest in and to the Property to a new borrower that meets the income, credit, and other such Lender requirements to the satisfaction of the Lender provided that the new borrower agrees in writing to assume all of Borrower's rights, obligations, and liabilities created or arising under this security instrument and corresponding mortgage note, and further provided that Lender gives its written consent of such assumption. If Lender has waived the option to accelerate provided in paragraph 19 hereof (herein "Acceleration; Remedies"), and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with the notice of provisions herein. Such Notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any and all remedies provided herein.

20. **Acceleration; Remedies.** Except as provided in paragraph 20 hereof (herein "Borrower's Right to Reinstate"), upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums are secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default, or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, costs of documentary evidence, abstracts and title reports.
21. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if Borrower meets all of the following conditions; a or b, and c: (a) Borrower pays Lender all sums which would then be due under this Mortgage, the Note and Notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by the Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 17 hereof (herein "Acceleration; Remedies"), including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligation secured hereby shall remain in full force and effect as if no acceleration had occurred. The right to reinstate shall not apply in the case of acceleration under Section 16 hereof (herein "Transfer of Property; Assumption").
22. **Assignments of Rents; Appointment of Receiver.** As additional security hereunder, Borrower grants and Lender shall hold a lien on all rents on the Property. Upon default and written demand for the rents made by the Lender to the Borrower,

the Borrower shall turn over all rents in possession or control of the mortgagor at the time of said demand or collected thereafter, less expenses authorized by the Lender in writing, until the sums secured hereunder are repaid.

Lender shall be entitled to request a receiver be appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, if applicable, including those past due, by process of law. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

Future Advances. Upon request by Borrower, Lender, at Lender's option within fifteen years from the date of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by Promissory Notes stating that said Notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$20,000.

23. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
24. **Recapture of HOME Funds.** If applicable. In the event Borrower fails to occupy the property as Borrower's principal residence for a period of 5 years if under \$15,000, 10 years if over \$15,000 but less than \$40,000, and 15 years if over \$40,000 from date of initial occupancy (the Period of Affordability), as required by the HOME Program pursuant to 24 CFR Part 92 Section 254(a)(4), the outstanding balance of HOME funds, as stated in the mortgage and note shall be recaptured from the Borrower by Lender. However, in the event of a foreclosure sale, if the net proceeds of a foreclosure sale, if any, are insufficient to allow Lender to recapture the full HOME investment, recapture by Lender of the available net proceeds of the foreclosure sale, if any, shall be deemed to satisfy the recapture requirements of 24 CFR Part 92 Section 254 (a)(5)(ii). The HOME Program restrictions on the property shall terminate after foreclosure sale, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD.
25. **Loan Intended as a Personal Benefit.** The loan secured by this Mortgage was made by Lender to Borrower pursuant to Lender's Housing Program qualifications. The loan, therefore, is made upon terms generally more favorable to the Borrower than would otherwise be available to the non-qualifying public at large. Accordingly, Borrower understands that this loan is intended to be a personal benefit and cannot be transferred without Lender approval.
26. **Subordination Policy.** The Lender will only consider subordination requests under the following conditions: 1) the refinancing reduces the annual interest rate of a senior mortgage; 2) the refinancing results in a lower monthly payment than the current mortgage; 3) the new loan does not include debt consolidation or cash-out to the borrower; 4) the new loan is not a Reverse Equity or Adjustable Rate Mortgage. For home improvement loans, the refinancing lender must establish an escrow account for the loan proceeds from which funds are paid directly to a licensed contractor after work is completed. In addition, all remaining conditions will still apply. The total combined loan to value (all mortgage debt, including the Pinellas County loan balance) must be less than 95% of the property value. Any loan proceeds in excess of \$100 remaining available at loan closing must be applied as a principal-reduction payment to the new loan balance. The Lender will charge an administrative fee on any future subordination requests. Lenders may include reasonable and customary closing costs in loan proceeds.

In Witness Whereof, Borrower has executed this Mortgage.

Signed, sealed, and delivered in the presence of:
(please type or write names underneath signatures)

Witness:

Borrower:

Witness:

Borrower:

STATE OF FLORIDA
COUNTY OF PINELLAS §

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by _____, who is personally known to me or who has produced _____ as identification.

(signature)

(NOTARY STAMP/SEAL ABOVE)

(name of Notary, typed, printed or stamped)

STATE HOUSING INITIATIVES PARTNERSHIP
DEFERRED PROMISSORY NOTE

Case No.

Property Address:

Date:

IN CONSIDERATION of the mutual obligations and conditions of the loan as set forth below, and in recognition of the attached mortgage to be executed by Pinellas County, a political subdivision of the State of Florida (hereinafter Lender) and , **a single person** (hereinafter Borrower), the undersigned Borrower(s), jointly and severally, promise to pay to the order of PINELLAS COUNTY, the principal sum of (\$), pursuant to the terms and conditions herein.

1. **PURPOSE.** The purpose of the loan is to finance (**enter broad overview of residential rehabilitation project**).
2. **TERM.** The term of the loan shall be twenty (20) years, commencing on the date of proper execution of this Note and terminating _____ years thereafter, unless extended by mutual written agreement.
3. **LENDER'S PROMISE TO PAY.** The Lender will pay the principal amount of the loan in one lump sum directly to the Borrower's designated Contractor to complete the scope of services associated with the purpose of the loan outlined herein, subject to the issuance of a Certificate of Final Inspection, certifying that all work has been satisfactorily completed according to the terms of the Borrower-Contractor contract. All payments due the Contractor will be made in accordance with the requirements of Section 218.70 et. Seq, Florida Statutes, "The Local Government Prompt Payment Act."
4. **BORROWER'S OBLIGATION TO PAY.** Payment of the principal amount of this Note shall be deferred as long as the Borrower remains fee simple owner and resides at the real property described herein as the Borrower's principal residence and maintains the real property in accordance with the terms of this Note and Mortgage executed of even date herewith for the term of the loan. The principal amount of this deferred loan shall decrease annually by five percent (5%) of the original principal amount and become satisfied twenty (20) years from the signing of this Note. No principal reduction shall occur subsequent to a default regardless of whether Mortgagee has actual knowledge of such default, or has notified Mortgagee of such default.

During any deferral term(s) referenced in his Note, interest will not accrue. However, in the event of Borrower's death, bankruptcy filing, or if the Borrower does not occupy the property as the Borrower's principal residence or otherwise transfers, assigns, sells, or in any manner disposes of or abandons all or a portion of the Property which is subject to this Note and the security instrument, then the principal amount hereunder will immediately become due and payable and such outstanding principal will begin to bear interest at the rate of three (3%) per annum from the date of such death, bankruptcy filing, sale, transfer, assignment, conveyance, or abandonment until paid in full the unpaid principal will accrue interest at a rate of three percent (3%) per annum from the date of default until the remaining unpaid principal amount of this Note is paid. The preceding statement notwithstanding, no interest will be charged on any of the principal amount of this Note paid within sixty (60) days of default. When payment of the principal amount due in one lump sum would constitute hardship in the opinion of Lender, Lender, at its option, may prepare an alternative Promissory Note requiring monthly payments of principal and interest, which interest rate charged shall not exceed ten percent (10%) per annum. All payments on the alternative Note shall be applied first to the interest due on the Note, and then to the principal due on the Note, and the remaining balance shall be applied to late charges, if any.

5. **BORROWER'S RIGHT TO PREPAY.** The Borrower reserve(s) the right to prepay at any time all or any part of the principal amount of the Note without payment of penalties or premiums. Any payment of the Note prior to default shall be applied to the principal due on the Note. All payments, other than prepayments, shall be applied first to the interest due on the Note, and then to the principal due on the Note, and the remaining balance shall be applied to late charges, if any.
6. **ADDITIONAL OBLIGATIONS.** As a condition of receiving this loan, the Borrower understand and agree to the following:
 - a) That Lender has Funds available to assist qualified resident to secure loans to purchase and/or rehabilitate eligible housing. Said loan is made at 0 interest rate and upon terms generally more favorable to the Borrower(s) than is otherwise available to the non-qualifying public at large. Accordingly, the Borrower(s) understand(s) that this loan is intended to be a personal benefit and not as an instrument to increase the value of Borrower's property or as a benefit that Borrower(s) can transfer to a successive owner of the property without Lender's prior written consent. If

applicable, this note evidences a Loan (“LOAN”) made by holder to Borrower(s) under the State Housing Initiatives Partnership (SHIP) Act and is subject to the regulations issued hereunder ([Local Citation], Sections 420.907-420.9079 (the “SHIP Program”). The loan is secured by a Mortgage (the “Mortgage”) dated the same date as this Note.

- b) A lien secured by the property described in the attached mortgage is established in favor of Lender to provide security for such amounts which may become payable by the Borrower or Borrower estate, personal representatives, heirs, or devisees under the provisions of this Note and attached mortgage.
- c) The Borrower agrees that Borrower will remain in possession of the real property; and that neither the real property or any improvements thereon will not be sold, conveyed, leased, rented, vacated, or otherwise disposed of during the term of this Note without consent of the Lender, which shall not be unreasonably withheld. Borrower further agrees to, at all times during the term of this Note, maintain the above-described property and improvements thereon in compliance with all Federal, State, and local laws, standards and codes, including, but not limited to, zoning, health, fire, safety, and minimum housing codes.
- d) In the event that the Borrower sells, conveys, leases, rents, vacates or otherwise disposes of the real property or improvements thereon during the term of this Note, then the aggregate sum mentioned herein, less any amounts repaid or reduced pursuant to this Note, shall become due and payable forthwith or thereafter, at the option of the Lender, as fully and completely as if the said aggregate sum was originally stipulated to be paid on such day, anything herein to the contrary notwithstanding.
- e) Additionally, should the Borrower fail to fully comply with the conditions and obligations set forth in this Note or the associated mortgage, then the lien established by this Note may be foreclosed upon, as provided by law, and, in addition the conditions and obligations hereof may be enforced by any other appropriate action, in law or equity, at the option of Lender.
- f) All costs which may be incurred by Lender for the collection of any amounts which may become due Lender hereunder, or which may be incurred by Lender in the enforcement of the conditions and obligations set forth herein, whether suit is brought or not, shall be assessed against and be the obligation of the Borrower.
- g) The provisions of this Note shall be binding upon the Borrower and the estate, personal representatives, heirs, and devisees of the Borrower.
- h) Demand, protest, and notice of demand and protest are hereby waived, and the undersigned Borrower(s) hereby waive(s), to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, we have hereunto set our hands and seals of the _____, day of _____, 2020.

Witness:

Borrower:

Witness:

Borrower:

STATE OF FLORIDA

COUNTY OF PINELLAS

} §

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by _____, who is personally known to me or who has produced _____ as identification.

(signature)

(NOTARY STAMP/SEAL ABOVE)

(name of Notary, typed, printed or stamped)

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

December 10, 2021

TO: ALL INTERESTED PROPOSERS

LETTER OF INTEREST: 22-0058-LI (JJ)Lealman Community Redevelopment Area (CRA)
Housing Programs

LOI SUBMITTAL IS DUE: December 14, 2022 @ 3:00 P.M.

ADDENDUM NO. 1

Following is additional clarifications, questions, and responses relative to referenced Letter of Interest (LOI):

QUESTION(S)/RESPONSE(S):

1. Question: To fill out the exhibits we would need more information about award amount and number of units we would be servicing to provide accurate estimates. Is it supposed to be based on our past work or a hypothetical timeline etc.?
Response: The County is seeking hypothetical proposals based on the developers past experience and will negotiate with the selected proposer(s) to administer the Home Rehabilitation Program (HRP) and the Home Investment Program (HIP). Proposers can apply for one or both programs based up on their applicable experience to each.
2. Question: With regards to Exhibit B are these occupied units or are they all vacant?
Response: The County does not know the current status of the properties on Exhibit B, however, the parcels included on the list are all in some state of disrepair and have outstanding code violation liens. Many are owned by a private corporation or land trust, perhaps indicating an interest in selling the property for it to be redeveloped. With regard to the Home Improvement Program (HIP), the County would like to offer the parcels it owns that are included in the Letter of Interest to a developer in exchange for the developer agreeing to attempt to acquire and redevelop parcels on Exhibit B, with financial subsidy available for reconstruction activity. If the developer is unsuccessful acquiring parcels on Exhibit B, the County is willing to entertain allowing use of the financial subsidy offered for other parcels contained in the CRA. All reconstruction activity, either on County-owned parcels or those acquired by the developer must be sold to buyers earning less than 140% of Area Median Income.

All other specifications, terms and conditions remain the same.

Sincerely,



Merry Celeste, CPPB
Division Director Purchasing and Risk Management

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase

