

# **LCRA Commercial Improvement Grant Application**

**Business Name**

**Property Address:**

## AGREEMENT

**THIS AGREEMENT** (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, (“Effective Date”) between the Pinellas County Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter the “CRA”) and **XXXXXXXXXXXXXXXX** a for-profit entity, (“Company”) (collectively, “Parties”) with regard to the following matters.

### RECITALS:

**WHEREAS**, the CRA desires to utilize a portion of its available tax increment financing (“TIF”) funds from the Lealman Community Redevelopment Area (“LCRA”) to support projects that further the LCRA’s economic development by improving buildings or sites in commercial areas, decreasing commercial vacancy rates, retaining or creating jobs, creating new commercial space, or attracting food service; and

**WHEREAS**, the use of TIF funds to further the economic development of the LCRA through private investment constitutes a valid public purpose set forth in Ch. 163.345(1), F.S., which states that “*any county or municipality, to the greatest extent it determines to be feasible in carrying out the provisions of this part, shall afford maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprise*” (*emphasis added*); and

**WHEREAS**, the Company has represented to the CRA that it will complete the project set forth in its completed LCRA Commercial Improvement Grant application package submitted to the CRA (“Project”), and that the Project will further economic development in the LCRA by improving a building or site in a commercial area, decreasing vacancy rates in commercial areas, retaining or creating jobs in the LCRA, or creating new commercial space in the LCRA; and

**WHEREAS**, the CRA has agreed to contribute the herein described grant funds toward the Company’s completion of the Project, subject to the terms and conditions of this Agreement; and

**NOW, THEREFORE**, for and in consideration of the foregoing recitals (which are hereby incorporated into this Agreement by reference) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CRA and Company covenant and agree as follows:

1. **Grant of Funds**. The CRA shall pay to the Company, on a reimbursement basis, an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS** (“Grant”) for the Company’s completion of the Project (as defined above). Provided the Company complies with the terms and conditions of this Agreement, the CRA shall make such payment within forty-five (45) days after invoice is received and accepted by the County for compliance with closed permits and completed scope of work.. Nothing

herein shall be construed to grant the CRA any ownership interests in the Project, and the CRA shall have no liability whatsoever related to the Project.

2. **Compliance.** The Company shall complete the Project and comply with all the terms and conditions of this Agreement, including but not limited to (i) complying with the Scope of Work, which is attached hereto as Appendix A, and (ii) complying with the Company's completed LCRA Commercial Improvement Grant Application, which is set forth in Appendix B ("Application").
3. **Appendices.** All appendices referenced in this Agreement are attached to this Agreement and made a part hereof by reference.
4. **Term.** The term of this Agreement shall commence on the Effective Date and terminate on \_\_\_\_\_ unless this Agreement is earlier terminated as provided for herein.
5. **Project Deadline.**
  - A. The Company shall complete the Project within 24 months after the Effective Date ("Project Deadline"). The CRA shall have a right to terminate this Agreement in the event the Company fails to meet the Project Deadline. During this period, the Company shall provide evidence of building permit approval to the CRA within sixty (60) days of the Effective Date. For projects not requiring a building permit, the Company shall notify the CRA by electronic and postal mail when it will start within the aforementioned sixty- day period.
  - B. The CRA, in its sole and absolute discretion, may authorize an extension of the Project Deadline for up to 12 months to allow the Company to complete its obligations set forth in this Agreement in a timely manner if the Company is in compliance with this Agreement and the Company is taking reasonable steps to complete its obligations set forth in this Agreement within such 12 month period. Any authorization to extend the Project Deadline shall be in writing and approved by the County Administrator, or designee.
  - C. Any extensions of Project Deadlines beyond those specified above and/or material changes in the Project shall only be approved via a formal amendment to the grant agreement pursuant to Paragraph 22 of this agreement.

6. **Compliance with Laws.** The Company shall comply with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida laws regarding public records (e.g., Chapter 119, F.S.).
7. **Reservation of Rights.** In order to determine the Company's compliance with this Agreement, the CRA may at any reasonable time enter and inspect the Project or any premises used by the Company. Such inspection may include, but shall not be limited to, review or analysis of the financial or service records of the Company.
8. **Default and Termination.**
  - A. The CRA may terminate this Agreement in the event of failure by the Company to observe or perform any term or condition of this Agreement if such failure continues for ten (10) days after written notice thereof from the CRA to the Company in accordance with Paragraph 12 of this Agreement.
  - B. Notwithstanding the above, the Company shall not be relieved of liability to the CRA for damages sustained by the CRA by virtue of the Company's failure to comply with any of the terms and conditions of this Agreement. In addition to the CRA's other rights and remedies and without limiting such other rights and remedies, the CRA may withhold any payments to the Company equal to the amount of damages incurred by the CRA as a result of the Company's breach. If the amount of damages incurred by the CRA cannot immediately be determined, the CRA may withhold any payments to the Company equal to the estimated damages incurred by the CRA until such time as the exact amount of damages due the CRA from the Company is determined.
  - C. The CRA's liability and obligations to the Company or any person having a claim pursuant to this Agreement or to the completion of the Project provided by the herein described Grant funds shall be limited solely to the amount and terms and conditions of this Agreement.
  - D. If this Agreement is terminated by the CRA, the CRA shall have no obligation to pay any of the Grant funds to the Company, and the CRA shall have the right to declare that the Company is not eligible to receive funds from the CRA in subsequent years.
9. **Indemnification.**
  - A. The Company shall defend at its expense, pay on behalf of, hold harmless and indemnify the CRA, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries,

including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly.

- (1) The performance of this Agreement (including changes and amendments thereto) and any work performed on the Project by the Company, its employees, agents, representatives, contractors, subcontractors or volunteers; or
- (2) The failure of the Company, its employees, agents, representatives, contractors, subcontractors or volunteers to comply and conform with any applicable Laws; or
- (3) Any negligent act or omission of the Company, its employees, agents, representatives, contractors, subcontractors or volunteers, whether or not such negligence is claimed to be either solely that of the Company, its employees, agents, representatives, contractors, subcontractors or volunteers or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
- (4) Any reckless or intentional wrongful act or omission of the Company, its employees, agents, representatives, contractors, subcontractors or volunteers.

B. The provisions of this Paragraph 9 are independent of, and will not be limited by, any insurance required to be obtained by the Company pursuant to this Agreement or otherwise obtained by the Company, and shall survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

## 10. **Insurance.**

- A. The Company shall maintain insurance coverage in the form and amount deemed adequate by the CRA for all risks inherent in the functions and aspects of its operation, including but not limited to, risks of fire, casualty, automobile coverage as required by law, workers' compensation insurance as required by law, employers' liability insurance, and general liability insurance for personal injury, property damage and contractual liability under this Agreement.
- B. The CRA hereby reserves the right to require the Company to have the Indemnified Parties named as additional insureds under all policies required to be obtained by Company pursuant to this Agreement (except workers' compensation insurance). This right may be exercised at any time and may be exercised in the absolute discretion of the CRA, with or without stated reasons, by providing written notice to the Company. The Company shall have ten (10) days in which to comply. All required insurance policies shall provide that the CRA shall be afforded at least thirty (30) days advance written notice in the event of cancellation, reduction or material change of any policy. All insurance required shall be provided by

responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.

- C. Prior to the CRA's distribution of any funds pursuant to this Agreement, the Company shall provide the CRA with a certificate of insurance on a standard ACORD form reflecting all required coverage. At the CRA's request, the Company shall provide copies of current policies with applicable endorsements. The CRA reserves the right to request proof that the insurance premiums for the required policies have been paid.

**11. Records, Reports and Inspection.**

- A. The Company shall maintain financial books, records, and accounting information related to this Agreement. These books, records, and information shall comply with generally accepted accounting principles. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
- B. The Company shall, at any reasonable time requested by the CRA and as often as the CRA may deem necessary, make available to the CRA for examination all of its books, records and information with respect to all matters covered by this Agreement and shall permit the CRA or its designated authorized representatives to audit and inspect all such books, records and information, including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- C. The CRA shall have the right, at any time during the Term, to inspect the Project site and to determine that the property use is consistent with the uses described in the project development plan, in accordance with Paragraph 7 of this Agreement.

12. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, or upon the expiration of five (5) business days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the authorized representative of the recipient at the address provided below, or upon the date delivered overnight courier (signature required) to the authorized representative of the recipient at the address provided below.

CRA:  
Pinellas County Community Redevelopment  
Agency  
5175 45th St., Building A.  
Lealman, FL 33714  
Attn: Cameron Ehmig

COMPANY:  
Business Name  
Address  
Lealman, FL 33714  
Attn:

13. **Nondiscrimination**. The Company shall not discriminate against anyone in the completion of the Project because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.
14. **Funding Credit**. The Company agrees to identify the CRA as a funding agency in printed, informational and promotional materials. The Company agrees to include the CRA logos except where space limitation renders the logo unreadable.
15. **Assignment**. The Company shall not assign this Agreement without the prior written consent of the CRA. Any assignment of this Agreement contrary to this Paragraph 15 shall be void and shall confer no rights upon the assignee. The Company shall notify the CRA thirty (30) days prior to any conveyance or sale, granting or transferring any real property (“Property”) underlying the Project or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.
16. **Change of Use**. For five (5) years from the date of Project completion, the Company shall maintain the Property in the use for which it was awarded funding through the LCRA Grant Program. Failure to do so shall result in the Company repaying the grant award to the CRA, unless the requirement to repay the grant award is waived by the County Administrator, at his sole discretion, upon written request made to the CRA by the Company. If the Company intends to change the use of the Property, it shall notify the CRA of its intent prior to applying for building permits. In the event that the Company fails to notify the CRA of its intent to change the use of the Property prior to applying for building permits, the Company may not request waiver of the requirement to repay the grant award pursuant to this Paragraph 16.
17. **Governing Law and Venue**. The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court shall be in Pinellas County. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
18. **Due Authority**. Each party to this Agreement represents and warrants to the other party that: (i) it is duly organized, qualified and existing entities under the laws of the State of

Florida; and (ii) all appropriate action has been taken so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the parties on whose behalf he or she is executing.

19. **Headings**. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
20. **Non-Appropriation**. The obligations of the CRA as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential CRA services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CRA shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CRA pursuant to this Agreement.
21. **No Third-Party Beneficiaries**. Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.
22. **Entire Agreement and Modification**. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matters of this Agreement. No change to this Agreement, including extensions to the Term set forth in Paragraph 4 herein, will be valid unless made by a written amendment executed by the Parties.
23. **Waiver**. No provision of this Agreement will be deemed waived by the CRA unless expressly waived in writing by the CRA. No waiver shall be implied by delay or any other act or omission of the CRA. No waiver by the CRA of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the CRA's consent respecting any action by the Company shall not constitute waiver of the requirement for obtaining the CRA's consent respecting any subsequent action.
24. **Severability**. Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.
25. **CRA Consent and Action**.
  - A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the CRA means the approval of the County Administrator or his authorized designee, unless otherwise set forth in this

Agreement or unless otherwise required to be exercised by Pinellas County pursuant to the County Charter or applicable Laws.

B. For purposes of this Agreement, any right of the CRA to take any action permitted, allowed, or required by this Agreement may be exercised by the County Administrator or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by Pinellas County pursuant to the County Charter or applicable Laws.

26. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.

**IN WITNESS WHEREOF**, the CRA and the Company have executed this Agreement as of the date first above written.

**COMPANY:**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**Pinellas County  
Community Redevelopment Agency**

By: \_\_\_\_\_

Print: Barry Burton \_\_\_\_\_

Title: County Administrator \_\_\_\_\_

## Appendix A

### LCRA Commercial Improvement Grant Application

**Business Name**

**Property Address:**

**Project Scope of Work and Estimate**

**\*Refer to Appendix B for a detailed Scope of Work**

## Appendix B

### LCRA Commercial Improvement Grant Application

**Business Name**

**Property Address:**