

**Florida's State Housing Initiative Program (SHIP)  
Pinellas Community Housing Trust Fund (HTF)**

**SPECIFIC PERFORMANCE AGREEMENT**

THIS AGREEMENT, (Agreement) made and entered into this 15<sup>th</sup> day of August, 2017, by and between Pinellas County, having its principal office at 315 Court Street, Clearwater, Florida 33756, a political subdivision of the State of Florida (hereinafter **COUNTY**) and **Tampa Bay Community Development Corporation**, having its principal office at 2139 NE Coachman Road, Suite 1, Clearwater, FL 33765, a not-for-profit corporation organized under the laws of the State of Florida (hereinafter **AGENCY**):

WHEREAS, the 2015-2018 Pinellas County State Housing Initiatives Partnership ("SHIP") Local Housing Assistance Plan was approved by the Board of County Commissioners in Resolution 15-31 and by the State Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners in Ordinance 06-28 established the Pinellas Community Housing Trust Fund ("HTF") to be utilized for the development and provision of affordable community housing within Pinellas County; and

WHEREAS, Pinellas County has recognized the need to preserve and rehabilitate housing for low and moderate income households; and

WHEREAS, the Pinellas County Planning Department ("Department") administers the SHIP program and may also receive funds from the Pinellas Community Housing Trust Fund on behalf of Pinellas County; and

WHEREAS, it is necessary for the County to contract with qualified entities to assist in carrying out its local programs; and

WHEREAS, the Agency has been selected through the County's procurement procedures to process loans on behalf of the County; and

WHEREAS, it is necessary for the County and the Agency to enter into an Agreement for the implementation of this activity.

NOW, THEREFORE, in consideration of the mutual performance of the promises and covenants contained herein, the County and the Agency agree as follows:

**1. PROJECT DESCRIPTION**

Agency shall implement the County's two affordable housing homeownership programs, which include a down payment assistance loan program and an owner-occupied housing rehabilitation program, hereinafter referred to as "Project." Specifically:

- a) Agency shall process down payment assistance loans.
- b) Agency shall process homeowner rehabilitation loans and manage associated housing renovation activities.
- c) Agency shall adhere to Department's program descriptions, processing and underwriting guidelines, rehabilitation standards and all relevant materials for each program, and may change from time to time. Information listed will be provided in a manual format during mandatory training.
- d) Agency shall submit a complete loan application package to Department for review. The successful performance of the Agency will be gauged by the accuracy and completeness of the files submitted by the Agency that are deemed to be compliant with the program and reimbursable by the County. Upon final review and approval that requirements have been met, Department shall distribute funds for loan closing or authorize reimbursement to Agency. Upon completion of all activity for each loan, Agency shall submit the completed file to Department.
- e) Department shall provide all necessary loan terms and guidelines for its programs. Agency is responsible for providing personnel competent to handle mortgage lending, customer service, and construction management.
- f) Provide quarterly financial and program reports to the Department.

- g) The scope of services outlined above shall not be altered without written approval of the County through Department.

## 2. MONITORING

**COUNTY** shall have the right to monitor the **AGENCY** to ensure funding provided by this AGREEMENT is used for authorized purposes, and that performance goals are achieved by evaluating performance against goals and standards as stated above.

Substandard performance as determined by the **COUNTY** will constitute noncompliance with this AGREEMENT.

## 3. TERM OF AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become valid and binding as of August 1, 2017 ("Effective Date"), and unless terminated pursuant to the terms herein, shall continue in full force and effect until for thirty-six (36) months, or until **COUNTY'S** full and complete disbursement of the pool of funds reserved by the Department to administer this and similar agreements as further described below, funding to **AGENCY**, whichever comes first.

## 4. FUNDING

- a) The **COUNTY**, through Department, shall pay **AGENCY** a fee for each completed and approved loan processed and managed by Agency. Fees and financing for loans shall be provided from a pool of funds reserved by Department. The total amount available through the pool may vary depending upon program income generated from prior loans but is estimated to be **\$1,000,000.00** (One Million and No/100 Dollars) annually. This pool of funding will be used to reimburse multiple agencies carrying out similar projects, and **AGENCY** is not guaranteed or entitled to receive a specific amount or percentage of funding. In the event that sufficient budgeted funds are not available for the entire contract period, the **COUNTY** shall promptly notify the **AGENCY** of such deficiency as soon as practical and this AGREEMENT shall terminate on the last day of available funding without penalty or expense to the **COUNTY**. The County assumes no liability or responsibility for loans processed or invoices delivered after the pool of funds is depleted.
- b) **COUNTY**, through Department, shall pay **AGENCY** in accordance with Section F of the corresponding Request for Qualifications (RFQ) or until the pool of funds is expended.
- c) If **AGENCY** receives notification from a third-party funding source of an offer for additional funding to complete the Project, **AGENCY** shall notify **COUNTY** in writing within thirty (30) days of receiving notification, and submit a cost allocation plan for approval by **COUNTY** within forty-five (45) days of said notification. Should **AGENCY** collect any third-party payments for eligible activities for which **COUNTY** has reimbursed **AGENCY**, **AGENCY** shall reimburse **COUNTY** up to the total amount reimbursed by **COUNTY**.
- d) **COUNTY** shall pay **AGENCY**, on a reimbursement basis only, for all allowable agreed upon expenses to complete the Project. Reimbursement will be provided only for costs that can be documented as being directly related to the Project.
- e) **AGENCY** shall submit supporting documentation with each request for reimbursement of actual costs incurred by **AGENCY** in carrying out the Project as described in Project Description. All requests must be approved by **COUNTY**, through the Department, prior to payment. A "Request for Reimbursement" form will be provided to **AGENCY** by the Department.
- f) Upon receipt and acceptance of a complete reimbursement request, **COUNTY** shall pay **AGENCY**.

- g) Should **AGENCY** fail to submit adequate supporting documentation with each request for payment as required by **COUNTY**, the **COUNTY** may disapprove the request.
- h) It is understood that this AGREEMENT is funded in whole or in part with SHIP or HTF funds provided to **COUNTY** and is subject to those regulations and restrictions governing such funding, as well as any other requirements that the **COUNTY** may prescribe.
- i) **AGENCY** agrees that in the event that any grant is reduced or withheld, **COUNTY** shall not be liable for payment of Project expenses remaining unfunded by said reduced or withheld amount of the grant, with the exception of services or activities already approved and performed by the **AGENCY**.
- j) In the event that it is determined that **AGENCY** has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this AGREEMENT, **AGENCY** shall provide said reimbursement from non-federal sources within ten (10) days of said notice from **COUNTY**.
- k) **COUNTY** shall notify **AGENCY** if it determines that the pool of funds may be exhausted prior to the end of the term of this AGREEMENT. However, the **COUNTY** assumes no liability or responsibility for loans processed or invoices delivered after the pool of funds is depleted.

## 5. DEFAULT

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

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the **AGENCY** to fulfill in a timely and proper manner its obligations under this AGREEMENT;
- c) Ineffective or improper use of funds provided under this AGREEMENT; or
- d) Submission by the **AGENCY** to **COUNTY** of reports that are incorrect or incomplete in any material respect.

In the event of a default by **AGENCY**, **COUNTY** may impose additional conditions, including requiring additional information from **AGENCY** to determine reasons for, or extent of, noncompliance or lack of performance, withhold authority to proceed to the next phase, require additional project monitoring, require the **AGENCY** to obtain technical or management assistance. **COUNTY** may also give **AGENCY** a reasonable opportunity to cure the default; reasonableness shall be determined by **COUNTY** and shall be based upon the nature and extent of the default. During the cure period, the **COUNTY** may temporarily withhold reimbursement requests pending correction of the identified default. In the event of a default that has not been properly cured, or where a cure period is not given, the **COUNTY** shall be entitled to any of the remedies listed in Section 7 herein (Remedies).

## 6. REMEDIES

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

or equity:

- a) To compel specific performance by **AGENCY** of its obligations under this AGREEMENT;
- b) If **COUNTY** determines in its sole discretion that non-compliance or non-performance of the terms of the Agreement cannot be remedied by the imposition of additional conditions, or if **COUNTY** determines that an opportunity to cure the default is unwarranted or will likely be ineffective, or if the default is not properly cured, **COUNTY** may take one or more of the following actions upon seven (7) calendar days' notice in writing to **AGENCY**:
  - i. Temporarily withhold reimbursement requests pending correction of the identified deficiency;
  - ii. Disallow use of funds and any applicable matching credit for all, or a part of the cost of the activity or action not in compliance;
  - iii. Initiate suspension or debarment proceedings;
  - iv. Wholly or partly suspend or terminate the AGREEMENT;
  - v. Terminate this AGREEMENT; or
  - vi. Take any other legal or equitable action available.

**AGENCY** will be entitled to hearings, appeals or other administrative proceedings to which **AGENCY** is entitled under any statute or regulation applicable to the action involved.

## 7. TERMINATION

Termination for cause. This AGREEMENT may be terminated by **COUNTY** for cause in accordance with Section 5 (Default) and Section 6 (Remedies) herein.

Termination for convenience. This AGREEMENT may be terminated by **COUNTY** or **AGENCY**, in whole or in part, upon sixty (60) days written notice by the terminating party, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination initiated by **AGENCY**, the **COUNTY** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **COUNTY** may terminate the award in its entirety.

Closeout. Upon termination in whole or in part, the parties hereto remain responsible for compliance with the State Funding Requirements, in 2 C.F.R. Part 200.343 (Closeout) and 2 C.F.R. Part 200.344 (Post-closeout adjustments and continuing responsibilities).

Effects of Termination. Costs to the **AGENCY** resulting from obligations incurred by the **AGENCY**, or during a suspension after termination of the AGREEMENT are not allowable unless the **COUNTY** otherwise expressly authorizes **AGENCY** in the notice of suspension or termination. Costs to the **AGENCY** during suspension or after termination are allowable if resulting from obligations which were properly incurred before the effective date of suspension or termination, or if the costs would be allowable if the AGREEMENT was not suspended or expired normally at the end of the AGREEMENT in which the termination takes effect.

## 8. HOLD HARMLESS

**AGENCY** shall indemnify, save and hold **COUNTY** and all of its departments, officers and employees, harmless from and against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of every kind or nature, by or on behalf of any person or persons whomsoever or whatsoever arising out of or in any manner resulting from or connected with any accident, injury, death or damage which may happen during the time period covered by this AGREEMENT for activities performed under

the administration and direction of said **AGENCY**. **AGENCY** will defend any actions or suits brought against **COUNTY** by reason of **AGENCY'S** failure or neglect in complying with any of the conditions and obligations of this AGREEMENT, or any tort liability arising out of actions of **AGENCY** or any of its agents or subcontractors.

**9. INSURANCE**

- a) **AGENCY** shall procure, pay for and maintain insurance coverage as designated in Exhibit "A" to this agreement.
- b) **AGENCY** 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**.

**10. NOTICES; AGREEMENT REPRESENTATIVES**

- a) Notices required by this AGREEMENT shall be in writing and delivered via mail (postage required), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notices delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise identified in this AGREEMENT or modified by subsequent written notice.
- b) Project shall be conducted and administered under the direction of **AGENCY** representative. Unless otherwise specified herein or necessary, **AGENCY** representative shall coordinate Project implementation with **COUNTY** representative (Project Manager). Further, unless otherwise stipulated herein or necessary, all notices, invoices, payments, reports, and other written communications shall be conducted and exchanged between the representatives for **AGENCY** and **COUNTY**, the contact information for whom follows:

**COUNTY REPRESENTATIVE:**

Toni E. Rubino, Project Manager  
 Pinellas County Planning Department  
 310 Court Street  
 Clearwater, Florida 33756  
 Telephone: 727-464-8251  
 Fax: 727-464-8201  
 Email: TRubino@pinellascounty.org

**AGENCY REPRESENTATIVE:**

Carrie M. Vitale, VP  
 Tampa Bay Community Development Corp.  
 2139 NE Coachman Road, Suite 1  
 Clearwater, FL 33765  
 Telephone: 727-442-7075  
 Fax: 727-451-3323  
 Email: carrievitale@tampabaycdc.org

**11. MODIFICATIONS**

- a) **COUNTY** or **AGENCY** may amend this AGREEMENT at any time to conform with state or local governmental guidelines and policies, or for other reasons provided that such amendments make specific reference to this AGREEMENT, and are executed in writing, signed by a duly authorized representative of **COUNTY** and **AGENCY**.
- b) Modifications to this AGREEMENT that do not result in an increase of funding, change the purpose or project description of this AGREEMENT, or otherwise amend the terms of this AGREEMENT

shall be submitted in the format prescribed and provided by the **COUNTY** in Attachment D, Modification Form.

## 12. ASSIGNABILITY

**AGENCY** shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT without the prior written approval of **COUNTY**. All requirements of this AGREEMENT shall be applicable to any subcontracts entered into under this AGREEMENT and it shall be **AGENCY'S** responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.

**AGENCY** shall not pledge, mortgage this grant award, or any interest therein or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the written approval of the **COUNTY**.

## 13. GOVERNING LAW

**AGENCY** agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing **AGENCY'S** organization and governing the grant award provided under this AGREEMENT. **AGENCY** further agrees to utilize funds available under this AGREEMENT to supplement rather than supplant funds otherwise available. This AGREEMENT incorporates all terms and conditions of the SHIP grant, which are hereby imposed upon **AGENCY**.

The laws of the State of Florida shall otherwise govern this AGREEMENT.

## 14. RELATIONSHIP OF THE PARTIES

Nothing contained in this AGREEMENT is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. **AGENCY** will at all times remain an independent entity with respect to performance of the Project. **COUNTY** is not responsible or liable for payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the **AGENCY** is an independent entity.

## 15. PERFORMANCE WAIVER

**COUNTY'S** failure to act with respect to a breach by **AGENCY** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **COUNTY** to exercise or enforce any right or provision will not constitute a waiver of such right or provision. A waiver by one party of the other party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

## 16. SEVERABILITY

If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT will not be affected thereby and all other parts of this AGREEMENT will nevertheless be in full force and effect.

## 17. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between **COUNTY** and **AGENCY** for the use of funds received under this AGREEMENT and it supersedes all prior communications and proposals, whether electronic, oral, or written between **COUNTY** and **AGENCY** with respect to this

AGREEMENT.

COUNTY and AGENCY may execute this AGREEMENT in counterparts, each of which is deemed an original and all of which constitute only one AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the day and year first above written.

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

By: *Janet C. Spang*

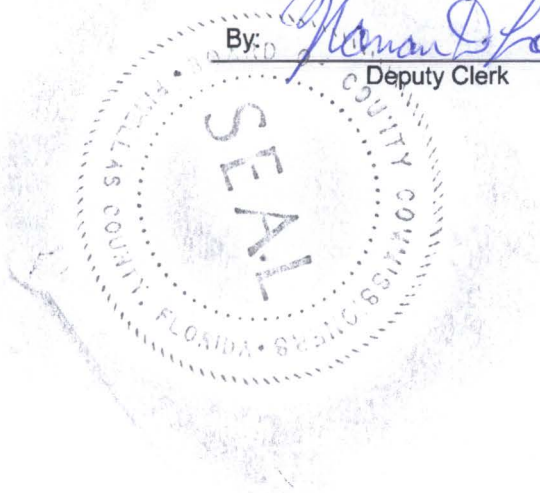
**TAMPA BAY COMMUNITY DEVELOPMENT  
CORPORATION**

By: *[Signature]*  
Michael Bauer

Date: \_\_\_\_\_

ATTEST:  
Ken Burke,  
Clerk of the Circuit Court

By: *Monica D. Gray*  
Deputy Clerk



APPROVED AS TO FORM

By: *Chelsea Maudy*  
Office of the County Attorney

**SCOPE A**

<b>Purchase Assistance Program</b>	<b>Rate for Year 1</b>	<b>Rate for Year 2</b>	<b>Rate for Year 3</b>
Documentation: Preparation of loan documents Inspection paperwork Income eligibility	\$550.00	\$550.00	\$550.00
Compilation and Submission of Preliminary Loan Application	\$250.00	\$250.00	\$250.00
Transfer of participant files to County (within 30 days of closing)	\$200.00	\$200.00	\$200.00

**SCOPE B**

<b>Owner Occupied Rehabilitation Program</b>	<b>Rate for Year 1</b>	<b>Rate for Year 2</b>	<b>Rate for Year 3</b>
Outreach (providing homeowners with applicable information on program) and Marketing:  Per Case file	\$200.00	\$200.00	\$200.00
Loan Processing including: <ul style="list-style-type: none"> <li>analysis of household income verification, credit reports, title searches and other information necessary to determine eligibility of the applicant(s) and viability of the housing rehabilitation.</li> <li>Preparation of loan documents</li> <li>Loan closing coordination</li> </ul>	\$900.00 \$450.00 \$250.00	\$900.00 \$450.00 \$250.00	\$900.00 \$450.00 \$250.00
Maintenance of homeowner files:	\$600.00	\$600.00	\$600.00
Inspections (may be through Proposer or other entities) for determination of eligibility and acceptability of property standards	\$1,000.00	\$1,000.00	\$1,000.00
Construction Management (managing contract between contractor and homeowner, oversight of work being completed, oversight of payments to contractor)	\$2,400.00	\$2,400.00	\$2,400.00



**EXHIBIT "A"**  
**INSURANCE REQUIREMENTS**

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
  - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. 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 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. 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. 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.

**EXHIBIT "A"**  
**INSURANCE REQUIREMENTS**

- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
- (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. 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.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer 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 subcontractors 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 subcontractor; *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 Proposer and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide 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 subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:

**EXHIBIT "A"  
INSURANCE REQUIREMENTS**

- (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. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
  - (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 Contractor.
  - (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) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
  - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) 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

Limit	Florida Statutory
<b>Employers' Liability Limits</b>	
Per Employee	\$500,000.00
Per Employee Disease	\$500,000.00
Policy Limit Disease	\$500,000.00

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

EXHIBIT "A"  
INSURANCE REQUIREMENTS

Combined Single Limit Per Occurrence	\$1,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00
Personal Injury and Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$1,000,000.00
General Aggregate	\$1,000,000.00

For acceptance of Professional 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 Professional Liability and other coverage combined.

- (5) 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:

Limits	
Each Occurrence	\$1,000,000.00
General Aggregate	\$1,000,000.00

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.

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