

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 21st day of June, 2022 (“Effective Date”), by and between Pinellas County Community Redevelopment Agency (Agency), and Habitat for Humanity of Pinellas County, Inc., (“Contractor”/”Developer”) (individually, “Party,” collectively, “Parties”).

WITNESS ETH:

WHEREAS, the Pinellas County Community Redevelopment Agency (Agency) desires to utilize a portion of its available tax increment financing (TIF) funds from the Lealman Community Redevelopment Area (CRA) to support projects that further the CRA’s economic development by supporting infill housing by encouraging new construction reinvestment in existing neighborhoods, by promoting homeownership, decreasing vacancy rates, and increasing the supply of affordable housing; and

WHEREAS, the use of TIF funds to further the economic development of the Lealman CRA through carrying out plans for a program of the construction of single-family affordable housing units located within the CRA in accordance with the Lealman Community Redevelopment Plan constitutes a valid public purpose as set forth in sections 163.370(2)(e)6 & 7 and 163.387(6)(c)7, Florida Statutes; and

WHEREAS, the Agency has created the Lealman CRA Home Investment Program (HIP) to incentivize construction of single-family affordable housing units in the CRA; and

WHEREAS, funds in the HIP will be provided to Developer via subsidies of hard construction costs and land acquisition fees up to fifty-five thousand (\$55,000) dollars per property, from a list of lien and Pinellas County-owned properties located in the Lealman CRA; and

WHEREAS, Developer will administer the HIP and be responsible for the acquisition of property, the construction of single-family affordable housing, and the sale of such housing to individuals who will own and occupy the property and whose income are at or below hundred and twenty percent (120%) of the area median household income based on the annually adjusted maximum income and rent levels from the Florida Housing Finance Corporation’s State Housing Initiatives Partnership “SHIP” Program (Affordable Housing Requirement) on the qualified residential structures; and

WHEREAS, the Agency requested Letters of Interest pursuant to 22-0058-LI (JJ) (“LI”) for Lealman Community Redevelopment Area (CRA) Housing Programs services; and

WHEREAS, based upon the Agency's assessment of Contractor's Letters of Interest, the Agency selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “Agency Confidential Information” means any Agency information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in any other information designated in writing by the Agency as Agency Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the Agency in breach of the Agreement; (ii) becomes available to the Agency on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the Agency prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the Agency independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties, and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement, and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the Agency shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the Agency, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The Agency retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the Agency and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Contract Administrator or Designee.

C. Additional Services. From the Effective Date and for the duration of the project, the Agency may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The Agency reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the Agency. Upon issuance and receipt of the notification, the Contractor and the Agency shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of Agency. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the Agency reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the Agency, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date; and shall remain in full force and for 36 months, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the Agency shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon Agency's obligation to compensate Contractor for such Services required by this Agreement but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The Agency agrees to pay the Contractor an amount not-to-exceed \$500,000.00 annually per year, for a total not to exceed contract value of \$1,500,000.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable as set out in **Exhibit A** attached hereto, upon submittal of an invoice as required herein.

C. Travel Expenses.

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the Agency is not subject to any state or federal sales, use, transportation, and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by Agency. Invoices shall be submitted to the designated person as set out in Section 19 herein; as provided in **Exhibit G** attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis.

All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The Agency may dispute any payments invoiced by Contractor in accordance with the Agency's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the Agency's Dispute Resolution Process.

6. Personnel.

A. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and Subcontractor may not enter into a contract with the Agency unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the Agency, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the Agency has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the Agency will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the Agency for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the Agency as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

B. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

C. Approval and Replacement of Personnel. The Agency shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the Agency provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The Agency, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The Agency will notify Contractor in writing in the event the Agency requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the Agency and shall promptly replace such person with another person, acceptable to the Agency, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of Agency.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the Agency shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the Agency. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the Agency may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Agency.

B. Agency Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “Agency Event of Default” hereunder: (i) the Agency fails to make timely undisputed payments as described in this Agreement; (ii) the Agency breaches Section 9 (Confidential Information); or (iii) the Agency fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of an Agency Event of Default as set out above, Contractor shall provide written notice of such Agency Event of Default to the Agency (“Notice to Cure”), and the Agency shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Agency Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the Agency fails to cure a Agency Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the Agency of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the Agency may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. Agency Confidential Information. Contractor shall not disclose to any third party Agency Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the Agency pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the Agency Contract Manager. All such Agency Confidential Information will be held in trust and confidence from the date of disclosure by the Agency, and discussions involving such Agency Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the Agency from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the Agency's staff and the Agency's subcontractors who require such information in the performance of this Agreement. The Agency acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the Agency, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the Agency is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the Agency's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas Agency public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and Agency policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the Agency, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and Agency policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Agency reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Digital Accessibility

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 (“WCAG 2.0”) at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Agency in writing of the nonconformance prior to execution of this Agreement and shall provide Agency a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Agency’s sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Agency.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Agency otherwise identifies an issue related to accessibility of the product (the “Accessibility Issue”) that renders the product inaccessible, then Agency shall notify Supplier of non-compliance. Within 30 days of Supplier’s receipt of a non-compliance notice (“Notice”), Supplier and Agency shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) (“Initial Meeting”).

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Agency and subject Supplier to section 14(b) of this Agreement, “Indemnification.”

13. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to Agency that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

14. Liability and Insurance.

- A. Insurance.** Contractor shall comply with the insurance requirements set out in **Exhibit E**, attached hereto, and incorporated herein by reference.
- B. Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the Agency, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the Agency, 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 Agency.
- C. Liability.** Neither the Agency nor Contractor shall make any express or implied agreements, guaranties, or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the Agency nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The Agency shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. Contractor's Taxes.** The Agency will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the Agency in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

15. Agency's Funding. The Agreement is not a general obligation of the Agency. It is understood that neither this Agreement nor any representation by any Agency employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the Agency, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the Agency for any or all of this Agreement, the Agency shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The Agency agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the Agency.

16. Acceptance of Services. For all Services deliverables that require Agency acceptance as provided in the Statement of Work, the Agency, through the Contract Administrator or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the Agency will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the Agency, who will then have seven (7) calendar days to review and approve or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the Agency's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the Agency will accept the deliverable(s) in writing.

17. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein.

B. Assignment.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the Agency. The Contractor shall provide written notice to the Agency within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the Agency does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the Agency may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

18. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

19. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For Agency:
County Administration

Attn: Contract Administrator
315 Court Street
Clearwater, FL 33756

For Contractor:
Habitat for Humanity of Pinellas
County, Inc.

Attn: Michael Sutton
13355 49th Street North Suite B
Clearwater, FL 33762

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

20. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the Agency in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The Agency agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

21. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be Agency’s property when completed and accepted, if acceptance is required in this Agreement, and the Agency has made payment of the sums due, therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the Agency may be used by the Agency without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the Agency for use by Contractor under this Agreement shall remain the sole property of the Agency.

22. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

23. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

24. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

25. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

26. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

27. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

28. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

Pinellas County Community
Redevelopment Agency
By and through its
Board of County
Commissioners

Charlie Justice

By
Chair, Charlie Justice

**Habitat for Humanity of
Pinellas County, Inc.**

Name of Firm

By: *[Signature]*

Signature

Michael Sutton

Print Name

CEO

Title



ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: *[Signature]*

Deputy Clerk

Approved as to Form

APPROVED AS TO FORM

By: *Keiah Townsend*
Office of the County Attorney

By: _____
Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

LOI Number: 22-0058-LI (JJ) Administration of Lealman Community Redevelopment Area (CRA) Home Investment Program (HIP) for the Pinellas County Community Redevelopment Agency (Agency)

1. Summary. The HIP is intended to support infill housing in the CRA to encourage new construction reinvestment in existing neighborhoods and promote homeownership.
2. General Requirements. The Agency will make available Fees to the Developer as set forth in this Agreement to develop the properties referenced on Exhibits B, C and D.
 - a. The Term of this contract is 36 months from its effective date. The maximum funding available to Developer during the Term is \$500,000 for each 12-month period of the 3-year Term, for a total funding amount not to be exceeded of \$1,500,000.
 - b. For properties developed that are listed on Exhibit B, the Developer shall only be eligible for a Hard Construction Cost Fee (HCCF) of \$15,000 to off-set hard construction costs associated with each single-family home developed.
 - c. For each property acquired by the Developer that is listed on Exhibit C, the Developer shall be eligible for a Lien Land Acquisition Fee (LLAF) of up to \$40,000 or the appraised value, whichever is less, to off-set land acquisition costs, and a HCCF of \$15,000 to off-set hard construction costs associated with each single-family home developed.
 - d. For each residentially-zoned property acquired by the Developer that is not listed on Exhibits B or C but is located within the boundary of the CRA as depicted in Exhibit D, the Developer shall be eligible for a Land Acquisition Fee (LAF) of up to \$25,000 or the appraised value, whichever is less, to off-set land acquisition costs and a HCCF of \$15,000 to off-set hard construction costs. For any properties the Developer is currently under contract for and/or acquires two (2) months before the execution of this Agreement, Developer will provide Agency a list of the properties which may be included in the HIP program pending eligibility. The Agency reserves the right to determine the eligibility of any properties listed. In the event the properties qualify, the Developer must develop these properties within the first year.
 - e. The Agency recognizes that the Developer shall provide its best efforts to acquire land located within the CRA to develop new affordable single-family homes.

EXHIBIT A**STATEMENT OF WORK**

- f. The Developer shall be eligible to receive the HCCF, LLAF, or LAF only after selling the home to an income-eligible home buyer who will own and occupy the property as their primary residence. The home buyer's total household income cannot exceed 120% of the Area Median Income ("AMI") as defined by the U.S. Department of Housing and Urban Development ("HUD") and specific to the Lealman CRA. Developer must submit home-buyer income verification documentation to the Agency for its review and approval prior to executing a purchase agreement with the home buyer. Agency shall have 10 business days to review and approve the home buyer income verification documentation.
- g. The Developer shall provide the Agency contact information of any property owner of parcels shown on Exhibit C, who does not desire to sell their property but demonstrates a desire to rehabilitate the existing structure on their property.
- h. Developer shall seek eligible, interested homebuyers through its own marketing efforts as well as referrals from the Agency.
- i. Developer is required to store all documentation furnished by the client in a secure location to avoid any breach of privacy.
- j. Developer is responsible for providing personnel competent to verify household incomes, customer service, and construction management.
- k. Termination for convenience shall not apply to provisions associated with required compliance with laws, regulations or ordinances, records retention or to the provision of service to low- and moderate- income persons or other specified beneficiaries.
- l. Any news release or other type of publicity pertaining to this contract must recognize the Agency as the funding source and as the sponsor of the program.
- m. All records pertaining to this contract, including but not limited to financial, statistical, property and programmatic records shall be retained for three years after the ending date of this term or from when the contract is paid in full, expired or terminated. All records that are subject to audit findings shall be retained for three years in the manner prescribed above or until such audit findings have been resolved, whichever is later. 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.

EXHIBIT A

STATEMENT OF WORK

- n. The Developer shall at any time during normal business hours and as often as the Agency, Pinellas County and/or state and/or federal agencies and/or the Florida Housing Finance Corporation and/or the Chief Financial Officer, and/or the Attorney General and/ or the Comptroller General of the United States and/or the U.S. Department of Housing and Urban Development and/or any of their duly authorized representatives may deem necessary make available for examination all of Developer's records, books, documents, papers, and data with respect to all matters covered under this contract and shall permit the County and /or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this contract.
 - o. Developer shall furnish Agency with all additional information, records, reports, and data as may be required by the Agency and/or Pinellas County.
 - p. The Agency may disapprove requests for payments that are not consistent with the terms of the contract.
 - q. Agency shall notify Developer if it determines that the pool of funds may be exhausted prior to the end of the Term of the Contract. However, the Agency assumes no liability or responsibility for reimbursement requests received after the pool of funds is depleted.
3. Property Owner. Any properties developed under this Agreement shall be owned by the Developer in fee-simple absolute title by Warranty Deed; free and clear of liens and encumbrances; with owner's title insurance coverage issued to the Developer insuring clear and marketable title to the property subject to title exceptions permitted by the Agency.
4. Development Activities. The Developer shall construct single-family residential dwelling units on properties shown on Exhibits B and C or otherwise within the boundary of the CRA as depicted in Exhibit D.
- a. For properties listed in Exhibit B that are developed under this Agreement, Developer shall obtain a certificate of occupancy within 180 days from the date the building permit is issued by Pinellas County to the Developer. Developer may request an extension of time to complete the construction, and the Agency may, in its sole discretion, determine that construction is progressing and will be completed within a reasonable time and allow such extension. Agency reserves the right to request properties conveyed to Developer be transferred to the County if Developer does not meet the 180-day timeline.
 - b. The Agency shall not assume responsibility for any inspection or non-inspection of work in any stage of completion.

EXHIBIT A

STATEMENT OF WORK

- c. The Agency assumes no liability for any performance or non-performance by the Developer. The Agency is responsible only for providing funding according to this Agreement.
 - d. Any liability incurred by the Developer, through any contract, service, request, purchase or other action or inaction under the development activities contemplated herein, is the sole responsibility of the Developer, except as specifically provided in this Agreement.
5. Project Funds and Regulation. Developer and the first-time home buyer shall comply with all restrictions and regulations governing the use of the HIP. Any of these regulations may be specifically set forth in any additional documents executed pursuant to this Agreement. The Developer shall include such language as the Agency requires in any Agreement with the home buyer. Agency shall have the right to review all documents proposed to be executed by the home buyer to ensure compliance with Agency and/or state and/or federal guidelines.
6. Fair Housing. In carrying out this Agreement, Developer or any subcontractor shall not discriminate in the sale, rental, use or occupancy of housing; in the sale or rental of land to be developed for housing; in the financing of housing or the provision of brokerage services; including otherwise making unavailable or denying services to a person because of race, color, religion, sex, national origin, handicap, or familial status. Developer and any subcontractor shall affirmatively further fair housing and shall comply with all HUD and Agency Fair Housing and Affirmative Marketing requirements and policies.
7. Debarred, Suspended or Ineligible Contractors. Developer and any subcontractors must be licensed by the State of Florida, the Pinellas County Construction Licensing Board, or other appropriate governmental agency, must have insurance that meets the requirements in Exhibit E, and must not be on the U.S. Housing and Urban Development's (HUD) debarred list.

EXHIBIT B

PINELLAS COUNTY PROPERTIES CONVEYED TO DEVELOPER

Parcel ID:

- 1.** 26-30-16-03690-004-0220
- 2.** 34-30-16-12888-001-0090
- 3.** 02-31-16-33930-001-0300
- 4.** 02-31-16-33966-000-0220
- 5.** 03-31-16-51030-016-0161

EXHIBIT C

LEALMAN CRA LIEN PROPERTY LIST

| PARCEL# | PARCELID | STRAP | Acres | TAXABLE VA | HOMESTEAD | HOMESTEAD | LAND VALUE |
|---------|--------------------|--------------------|----------|------------|-----------|-----------|------------|
| 1 | 023116802440020150 | 163102802440020150 | 0.290000 | 152910 | No | 0 | 105565 |
| 2 | 353016032400000740 | 163035032400000740 | 0.340000 | 253382 | No | 0 | 85626 |
| 3 | 343016961560010180 | 163034961560010180 | 0.130000 | 67018 | No | 0 | 67018 |
| 4 | 353016950760140130 | 163035950760140130 | 0.230000 | 73348 | No | 0 | 75526 |
| 5 | 033116510300150220 | 163103510300150220 | 0.140000 | 109986 | No | 0 | 62136 |
| 6 | 343016128880010210 | 163034128880010210 | 0.260000 | 108579 | No | 0 | 102410 |
| 7 | 353016014040060040 | 163035014040060040 | 0.150000 | 36601 | No | 0 | 66817 |
| 8 | 033116011340090080 | 163103011340090080 | 0.130000 | 13913 | No | 0 | 62839 |
| 9 | 033116608940030080 | 163103608940030080 | 0.150000 | 6086 | Yes | 25000 | 65311 |
| 10 | 033116000003101500 | 163103000003101500 | 0.340000 | 15145 | Yes | 25000 | 136139 |
| 11 | 353016950760150210 | 163035950760150210 | 0.100000 | 42285 | No | 0 | 46120 |
| 12 | 353016014040050011 | 163035014040050011 | 0.100000 | 46621 | No | 0 | 53938 |
| 13 | 033116982260000080 | 163103982260000080 | 0.220000 | 480000 | No | 0 | 126665 |
| 14 | 033116011340120020 | 163103011340120020 | 0.090000 | 62823 | No | 0 | 55759 |
| 15 | 353016000003202400 | 163035000003202400 | 0.320000 | 135268 | No | 0 | 124600 |
| 16 | 033116011340060050 | 163103011340060050 | 0.410000 | 65566 | Yes | 50000 | 175953 |
| 17 | 033116510300010010 | 163103510300010010 | 0.110000 | 25000 | Yes | 26259 | 60425 |
| 18 | 353016764640080180 | 163035764640080180 | 0.180000 | 58344 | No | 0 | 71413 |
| 19 | 353016000003201600 | 163035000003201600 | 0.250000 | 6965 | Yes | 25000 | 73976 |
| 20 | 353016743400050030 | 163035743400050030 | 0.150000 | 52048 | Yes | 50000 | 78990 |
| 21 | 023116000001200300 | 163102000001200300 | 0.710000 | 211132 | No | 0 | 270435 |
| 22 | 033116510300150210 | 163103510300150210 | 0.140000 | 15684 | No | 0 | 67693 |
| 23 | 033116584460010210 | 163103584460010210 | 0.160000 | 28915 | No | 0 | 89301 |
| 24 | 353016950760110110 | 163035950760110110 | 0.110000 | 44444 | No | 0 | 44444 |
| 25 | 343016296280030200 | 163034296280030200 | 0.140000 | 277031 | No | 0 | 75412 |

SERVICES AGREEMENT

EXHIBIT C

LEALMAN CRA LIEN PROPERTY LIST

| PARCEL# | IMP VALUE | TAX BOOK | TAX PAGE | TAXES | USE CODE | MILLAGE |
|---------|-----------|----------|----------|-------|----------|---------|
| 1 | 77914 | 19991 | 1870 | 4017 | 0110 | LETF |
| 2 | 165172 | 0 | 0 | 6972 | 0810 | LFPW |
| 3 | 0 | 21698 | 1845 | 1630 | 0000 | LETF |
| 4 | 9817 | 19149 | 2406 | 2508 | 0820 | LETF |
| 5 | 44031 | 20432 | 2020 | 2296 | 0110 | LETF |
| 6 | 27035 | 21496 | 1521 | 2711 | 0810 | LETF |
| 7 | 10376 | 10173 | 620 | 1375 | 0110 | LETF |
| 8 | 85 | 5007 | 783 | 1180 | 0110 | LETF |
| 9 | 21954 | 6755 | 626 | 1871 | 0810 | LETF |
| 10 | 22943 | 12690 | 810 | 3366 | 0110 | LETF |
| 11 | 0 | 21674 | 938 | 1000 | 0000 | LETF |
| 12 | 13595 | 18085 | 396 | 1327 | 0110 | LETF |
| 13 | 334802 | 19978 | 200 | 10680 | 0311 | LETF |
| 14 | 7064 | 21311 | 2674 | 2388 | 0110 | LETF |
| 15 | 67528 | 15605 | 2579 | 3473 | 0110 | LETF |
| 16 | 61534 | 19034 | 1525 | 4524 | 0110 | LETF |
| 17 | 54816 | 9476 | 67 | 2393 | 0110 | LETF |
| 18 | 15336 | 11072 | 1197 | 1686 | 0810 | LETF |
| 19 | 19200 | 7547 | 340 | 1839 | 0110 | LETF |
| 20 | 49386 | 20716 | 1599 | 2311 | 0110 | LETF |
| 21 | 21179 | 21409 | 1614 | 1137 | 0810 | LETF |
| 22 | 0 | 17159 | 2309 | 1098 | 0000 | LETF |
| 23 | 0 | 18824 | 1026 | 1461 | 0090 | LETF |
| 24 | 0 | 21492 | 794 | 1560 | 0000 | LETF |
| 25 | 201619 | 21296 | 2100 | 1222 | 0110 | LFPW |

SERVICES AGREEMENT

EXHIBIT C

LEALMAN CRA LIEN PROPERTY LIST

| PARCEL# | LEGAL | SITE_NUM | Vacant? | Column1 | SITE_ADDRE |
|---------|---|----------|---------|---|-----------------|
| 1 | SETCHELL'S ADDITION BLK 2, LOTS 15 & 16 | 4027 | | https://www.google.c | 4027 32ND ST N |
| 2 | BAUGHMAN'S, E.C. GARDEN HOMES THAT PT OF LOT 74 DES | 3220 | | https://www.google.c | 3220 70TH AVE N |
| 3 | WEST BURNSIDE AT LEALMAN BLK A, LOT 18 | 4021 | | https://www.google.c | 4021 55TH AVE N |
| 4 | WASHINGTON TERRACE BLK 14, LOTS 13 & 14 | 3023 | | https://www.google.c | 3023 62ND AVE N |
| 5 | LELLMAN HEIGHTS 3RD SEC BLK 15, LOT 22 | 3737 | | https://www.google.c | 3737 50TH AVE N |
| 6 | BURNSIDE AT LELLMAN BLK 1, LOTS 21 AND 22 | 3737 | | https://www.google.c | 3737 56TH AVE N |
| 7 | ARCADIAN HEIGHTS BLK F, LOT 4 | 3212 | | https://www.google.c | 3212 56TH AVE N |
| 8 | ANN PARK HEIGHTS BLK 9, LOT 8 | 4319 | | https://www.google.c | 4319 43RD AVE N |
| 9 | NORTH MIDWAY SUB NO. 2 BLK 3, LOT 8 | 4020 | | https://www.google.c | 4020 41ST AVE N |
| 10 | FROM NE COR OF SW 1/4 RUN W 565 FT (S) & S 165 FT FOR P | 4061 | | https://www.google.c | 4061 45TH AVE N |
| 11 | WASHINGTON TERRACE BLK 15, LOT 21 | 6356 | | https://www.google.c | 6356 30TH WAY N |
| 12 | ARCADIAN HEIGHTS BLK E, S 42.4FT OF LOTS 1 AND 2 | 5421 | | https://www.google.c | 5421 33RD ST N |
| 13 | WILSON'S REPLAT LOTS 8 AND 9 | 3925 | | https://www.google.c | 3925 MOHR AVE N |
| 14 | ANN PARK HEIGHTS BLK 12, E 16FT OF LOT 1 & W 44FT OF LO | 4544 | | https://www.google.c | 4544 43RD AVE N |
| 15 | BEG AT NW COR OF 58TH AVE N & 31ST ST N TH N 127FT TH | 5836 | | https://www.google.c | 5836 31ST ST N |
| 16 | ANN PARK HEIGHTS BLK 6, LOTS 4, 5 & 6 (PER OR 12261/312 | 4401 | | https://www.google.c | 4401 46TH ST N |
| 17 | LELLMAN HEIGHTS 3RD SEC BLK 1, E'LY 55FT OF LOTS 1 AND | 3980 | | https://www.google.c | 3980 54TH AVE N |
| 18 | ROMEO HEIGHTS BLK H, LOT 18 | 3031 | | https://www.google.c | 3031 57TH AVE N |
| 19 | N 50FT OF S 562FT OF E 247.5FT OF NW 1/4 OF SW 1/4 LESS | 5914 | | https://www.google.c | 5914 31ST ST N |
| 20 | RENWICK, ERLE SUB NO. 4 BLK 5, LOT 3 | 2536 | | https://www.google.c | 2536 57TH AVE N |
| 21 | PART OF NW 1/4 OF NE 1/4 OF SEC 02-31-16 DESC FROM SW | 5173 | | https://www.google.c | 5173 28TH ST N |
| 22 | LELLMAN HEIGHTS 3RD SEC BLK 15, LOT 21 | 3741 | Yes | https://www.google.c | 3741 50TH AVE N |
| 23 | MOHAWK PARK REPLAT BLK 1, N 78FT OF LOTS 21 AND 22 | 4550 | Yes | https://www.google.c | 4550 39TH ST N |
| 24 | WASHINGTON TERRACE BLK 11, LOT 11 | 2885 | Yes | https://www.google.c | 2885 62ND AVE N |
| 25 | FRUIT HAVEN BLK C, S 45FT OF LOT 20 | 5625 | Yes | https://www.google.c | 5625 35TH WAY N |

EXHIBIT C

LEALMAN CRA LIEN PROPERTY LIST

| PARCEL# | SITE CITY | SITE STATE | OWNER1 | OWNCITY | OWNCOUNT |
|---------|---------------|------------|-------------------------------|-----------------|----------|
| 1 | ST-PETERSBURG | FL | 4027-32ND-ST-N-LAND-TRUST | ST-PETERSBURG | |
| 2 | ST-PETERSBURG | FL | RANDETT, DAVID-Y | ST-PETERSBURG | |
| 3 | | | NGUYEN, BRUCE | RANDOLPH | |
| 4 | ST-PETERSBURG | FL | KUC, ALIJA | ST-PETERSBURG | |
| 5 | ST-PETERSBURG | FL | TABDAF-LLC | CLEARWATER | |
| 6 | ST-PETERSBURG | FL | FEINMAN, DANIEL-TRE | ODESSA | |
| 7 | ST-PETERSBURG | FL | ANDERSON, NOREEN-A | ST-PETERSBURG | |
| 8 | ST-PETERSBURG | FL | KANTARIK, JOSEPH | ST-PETERSBURG | |
| 9 | ST-PETERSBURG | FL | COLUCCI, MICHAEL-J | ST-PETERSBURG | |
| 10 | ST-PETERSBURG | FL | BREAZEALE, SCOTT-A | ST-PETERSBURG | |
| 11 | | | HP-FLORIDA-I-LLC | CHICAGO | |
| 12 | ST-PETERSBURG | FL | RDF-REIT | MADEIRA-BEACH | |
| 13 | ST-PETERSBURG | FL | LEVEL-13-ASSET-MANAGEMENT-LLC | ODESSA | |
| 14 | ST-PETERSBURG | FL | JOHNSON-HOMES-OF-PINELLAS-LLC | ST-PETERSBURG | |
| 15 | ST-PETERSBURG | FL | CARLTON, VIRGIL-L | ST-PETERSBURG | |
| 16 | ST-PETERSBURG | FL | NGUYEN, TONNY | ST-PETERSBURG | |
| 17 | ST-PETERSBURG | FL | ROE, HOWARD-J | ST-PETERSBURG | |
| 18 | ST-PETERSBURG | FL | ANDERSON, NOREEN-A | ST-PETERSBURG | |
| 19 | ST-PETERSBURG | FL | LETCHER, MARC-A | ST-PETERSBURG | |
| 20 | ST-PETERSBURG | FL | WARE, CHANCE | ST-PETERSBURG | |
| 21 | ST-PETERSBURG | FL | FL-ORANGE-MU-LLC | ST-PETERSBURG | |
| 22 | | | LATOUR-&-ASSOCIATES-PA | TARPON-SPRING | |
| 23 | | | NGUYEN, THANH | ST-PETERSBURG | |
| 24 | | | KPD-PROPERTIES-LLC | TREASURE-ISLAND | |
| 25 | ST-PETERSBURG | FL | HPA-II-BORROWER-2020-2-LLC | CHICAGO | |

EXHIBIT C

LEALMAN CRA LIEN PROPERTY LIST

| PARCEL# | OWNZIP | PLAT_BOOK_ | SHAPE_Leng | SHAPE_Area | RECORD_ID | RECORD_TYP |
|---------|------------|------------|---------------------|--------------------|------------------|--------------|
| 1 | 33712-2552 | 26/111 | 454.002137674999972 | 12697.778464799999 | PER-H-CM08-00203 | Magistrate |
| 2 | 33708-2932 | 25/18 | 688.354236614000001 | 14809.016320500000 | PER-H-CM15-00073 | Magistrate |
| 3 | 02368 | 22/91 | 344.002765146000002 | 5715.0752080499996 | PER-H-CM11-00121 | Magistrate |
| 4 | 33702-6256 | 12/98 | 399.498523810999984 | 9974.6836114699999 | PER-H-CM16-00067 | Magistrate |
| 5 | 33762-5028 | 17/8 | 353.663703689999977 | 5991.0976616099997 | PER-H-CM15-00154 | Magistrate |
| 6 | 33556-0447 | 16/72 | 433.998108383999977 | 11429.821962899999 | PER-H-BM18-0026 | Magistrate |
| 7 | 33714-3225 | 6/41 | 354.801396635999993 | 6388.3707050299999 | PER-H-CC19-02997 | Lot Clearing |
| 8 | 33714-3509 | 6/100 | 344.001462897000010 | 5714.6832862399996 | CLC-20-00003 | Lot Clearing |
| 9 | 33714-4320 | 9/86 | 354.001008268000021 | 6350.0723772499995 | PER-H-CM10-00106 | Magistrate |
| 10 | 33714-3550 | | 486.618357396000022 | 14612.549765899999 | PER-H-CM12-00035 | Magistrate |
| 11 | 60606 | 12/98 | 289.816578809000021 | 4494.3871445499999 | PER-H-CM13-00062 | Magistrate |
| 12 | 33708-1900 | 6/41 | 285.863137316000007 | 4268.3197488499999 | PER-H-CM20-00009 | Magistrate |
| 13 | 33556-1044 | 29/35 | 391.518583736999972 | 9575.2813737600008 | CLC-21-00016 | Lot Clearing |
| 14 | 33711-1602 | 6/100 | 243.999749267999988 | 3719.7561134200000 | PER-H-CM20-00026 | Magistrate |
| 15 | 33704-2709 | | 473.993048016999978 | 13969.457970800000 | PER-H-CC20-02810 | Lot Clearing |
| 16 | 33714-3451 | 6/100 | 536.000846775000014 | 17953.796605100000 | PER-H-CM19-00033 | Magistrate |
| 17 | 33714-2353 | 17/8 | 289.675799294000001 | 4931.3877272800000 | PER-H-CM12-00142 | Magistrate |
| 18 | 33714-1930 | 7/43 | 406.254477834999989 | 7740.0693535000000 | CLC-21-00002 | Lot Clearing |
| 19 | 33714-1309 | | 535.011665917999949 | 10874.896523800000 | PER-H-CM16-00104 | Magistrate |
| 20 | 33714-2022 | 9/17 | 333.618320849999975 | 6403.6203574199998 | PER-H-CM17-00011 | Magistrate |
| 21 | 33708-2913 | | 779.577284906000045 | 31067.251945399999 | CCM-20-00005 | Magistrate |
| 22 | 34689-3619 | 17/8 | 356.698765008000009 | 6200.2076166400001 | PER-H-CM08-00157 | Magistrate |
| 23 | 33714-3627 | 19/78 | 336.000968413000010 | 7020.0437702700000 | PER-H-CC10-04105 | Lot Clearing |
| 24 | 33706-2915 | 12/98 | 299.762793378000026 | 4988.0874685199996 | PER-H-CM19-00090 | Magistrate |
| 25 | 60606-6995 | 9/16 | 365.476303771999994 | 6191.2512151800001 | PER-H-CM13-00084 | Magistrate |

SERVICES AGREEMENT

EXHIBIT C

LEALMAN CRA LIEN PROPERTY LIST

| PARCEL# | ADDR FULL LINE |
|---------|---|
| 1 | 4027-32ND-ST-N, St-Petersburg, FL-33714 |
| 2 | 3220-B-70TH-AVE-N, St-Petersburg, FL-33702 |
| 3 | 4021-55TH-AVE-N, St-Petersburg, FL-33714 |
| 4 | → 3023-62ND-AVE-N, St-Petersburg, FL-33702 |
| 5 | → 3737-50TH-AVE-N, St-Petersburg, FL-33714 |
| 6 | → 3735-56TH-AVE-N, PINELLASCO, FL-33714 |
| 7 | → 3212-56TH-AVE-N, St-Petersburg, FL-33714 |
| 8 | → 4319-43RD-AVE-N, ST-PETERSBURG-33714 |
| 9 | → 4020-41ST-AVE-N, St-Petersburg, FL-33714 |
| 10 | → 4061-45TH-AVE-N, St-Petersburg, FL-33714 |
| 11 | → 6356-30TH-WAY-N, St-Petersburg, FL-33702 |
| 12 | → 5421-33RD-ST-N, St-Petersburg, FL-33714 |
| 13 | → 3925-MOHR-AVE, APT-1, ST-PETERSBURG, FL-33714 |
| 14 | → 4544-43RD-AVE-N, St-Petersburg, FL-33714 |
| 15 | → 5836-31ST-ST-N, St-Petersburg, FL-33714 |
| 16 | → 4401-46TH-ST-N, St-Petersburg, FL-33714 |
| 17 | → 3980-54TH-AVE-N, St-Petersburg, FL-33714 |
| 18 | → 3031-57TH-AVE-N, ST-PETERSBURG, FL-33714 |
| 19 | → 5914-31ST-ST-N, St-Petersburg, FL-33714 |
| 20 | → 2536-57TH-AVE-N, St-Petersburg, FL-33714 |
| 21 | → 5173-28TH-ST-N, St-Petersburg, FL-33714 |
| 22 | → 3741-50TH-AVE-N, St-Petersburg, FL-33714 |
| 23 | → 4550-39TH-ST-N, St-Petersburg, FL-33714 |
| 24 | → 2865-62ND-AVE-N, St-Petersburg, FL-33702 |
| 25 | → 5625-35TH-WAY-N, St-Petersburg, FL-33714 |

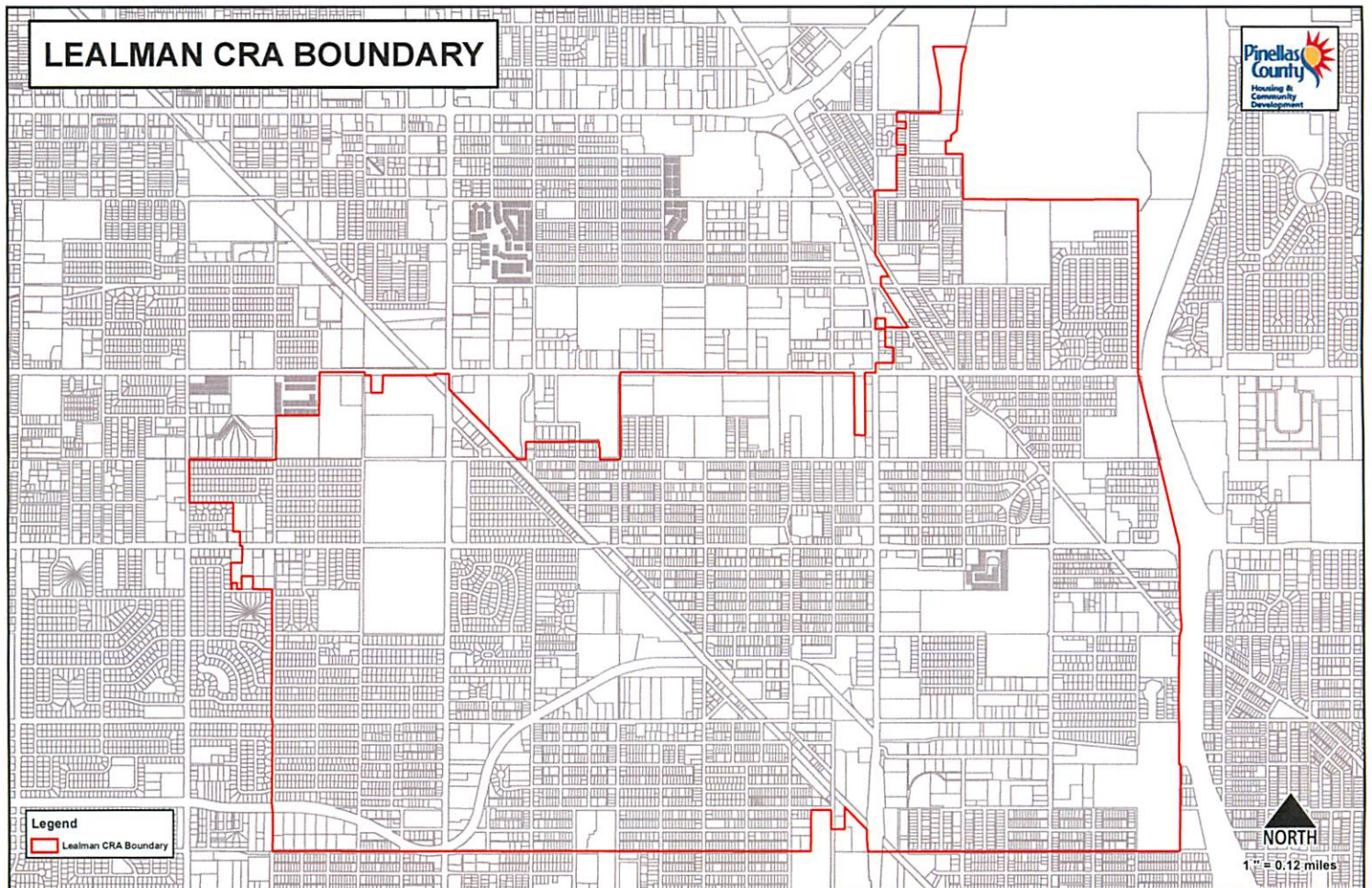


EXHIBIT E

INSURANCE REQUIREMENTS

The following insurance requirements are included in this agreement:

The Contractor shall obtain and maintain, and require any sub-Contractors 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, Contractor 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.** Contractor 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 Contractor's current Certificate(s) of Insurance. If Contractor does not currently meet insurance requirements, Contractor 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 Contractor for award, the selected Contractor 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.

EXHIBIT E

INSURANCE REQUIREMENTS

- 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 Contractor 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 Contractor or their agent prior to the expiration date.
- (1) The Contractor 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 Contractor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
- (2) Should the Contractor, 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 Contractor 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-Contractors 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-Contractor; *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 Contractor and its sub-Contractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each sub-Contractor to be bound to the Contractor to the same extent the Contractor 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-Contractor; (2) provide for the assignment of the subcontracts from the Contractor 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 sub-Contractor 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 Contractor shall make available to each proposed sub-Contractor, prior to the execution of the subcontract, copies of the Contract Documents to

EXHIBIT E

INSURANCE REQUIREMENTS

which the sub-Contractor will be bound by this Section C and identify to the sub-Contractor 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 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) All policies shall be written on a primary, non-contributory basis.

EXHIBIT E

INSURANCE REQUIREMENTS

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 Contractor, 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 | \$ 2,000,000 |
| Aggregate | | \$ 1,000,000 |
| Personal Injury and Advertising Injury | | \$ 2,000,000 |
| General Aggregate | | |

- (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:

EXHIBIT E

INSURANCE REQUIREMENTS

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 Contractor will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT F

PAYMENT SCHEDULE

The maximum funding available to Developer is \$500,000 for each 12-month period of the 3-year Term, for a total funding amount not to be exceeded of \$1,500,000. Each developed property is subject to the compensation caps stated below:

For properties developed that are listed on Exhibit B, the Developer shall only be eligible for a Hard Construction Cost Fee (HCCF) of \$15,000 to off-set hard construction costs associated with each single-family home developed.

For each property acquired by the Developer that is listed on Exhibit C, the Developer shall be eligible for a Lien Land Acquisition Fee (LLAF) of up to \$40,000 or the appraised value, whichever is less, to off-set land acquisition costs, and a HCCF of \$15,000 to off-set hard construction costs associated with each single-family home developed.

For each residentially-zoned property acquired by the Developer that is not listed on Exhibits B or C but is located within the boundary of the CRA as depicted in Exhibit D, the Developer shall be eligible for a Land Acquisition Fee (LAF) of up to \$25,000 or the appraised value, whichever is less, to off-set land acquisition costs, and a HCCF of \$15,000 to off-set hard construction costs.

In order for Developer to be eligible to off-set these costs, the Developer must provide the Agency with proper documentation, including but not limited to any receipts, forms, or any other evidence reasonably requested by the Agency. Agency reserves the right to decline compensation if sufficient documentation is not provided.

EXHIBIT G

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

EXHIBIT G

PAYMENT/INVOICES

| | |
|----------------------|---|
| Unit Price | Unit price for the quantity of goods/services delivered |
| Line Total | Amount due by line item |
| Invoice Total | Sum of all of the line totals for the invoice |

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information, please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT H

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

EXHIBIT H

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction, and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.