

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this ____ day of ____, 2022 ("Effective Date"), by and between Pinellas County Community Redevelopment Agency (Agency), and Rebuilding Together Tampa Bay, Inc., ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the 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 improving buildings or sites, 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 repair and rehabilitation of buildings or other improvements 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)(c)5 and 163.370(2)(e)6, Florida Statutes; and

WHEREAS, the Agency has created the Lealman CRA Housing Rehabilitation Program (HRP) to incentivize renovation of affordable single- and multi-family housing in the CRA (the guidelines which are attached hereto as Exhibit B and made a part hereof (Program Guidelines)); and

WHEREAS, financing in the HRP will be provided via forgivable, soft-second mortgages offered at zero percent (0%) interest to applicants who own and occupy the residential structure being rehabilitated, and whose income are at or below eighty percent (80%) 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); and

WHEREAS, Contractor will administer the HRP and be responsible for the eligible repairs 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 Administration Fee of 12.5% of the construction project cost for the approved Scope of Work for each home rehabilitated, payable as set out in **Exhibit A** attached hereto, upon submittal of an invoice as required herein. The budget for the Housing Rehabilitation Program (HRP) will have an annual not to exceed expenditure of \$850,000 in year one of the contract (the effective date of this contract through September 30, 2023), an annual not to exceed expenditure of \$650,000 for years two (October 1, 2023 to September 30, 2024) and three (October 1, 2024 to September 30, 2025) of the contract.

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 I** 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 forth 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 a 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 County 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 County 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 H, 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:
Rebuilding Together Tampa Bay, Inc.
Attn: Justin Coles
911 East 122nd Avenue
Tampa, FL 33612

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

By _____

**Rebuilding Together
Tampa Bay, Inc.**

Name of Firm

By: _____

Signature

JOSE GARCIA

Print Name

Executive Director

Title

ATTEST:

Ken Burke,
Clerk of the Circuit Court

By: _____

Deputy Clerk

Approved as to Form

APPROVED AS TO FORM

By: Keiah Townsend

By: _____

Office of the County Attorney

Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

LOI Number: 22-0058-LI (JJ) Administration of Lealman Community Redevelopment Area (CRA) Housing Rehabilitation Program (HRP) for the Pinellas County Community Redevelopment Agency (Agency)

1. Summary

- 1.1 The purpose of the HRP is to preserve the existing affordable housing inventory in the CRA and assist eligible homeowners to improve the physical condition of their houses. Rebuilding Together Tampa Bay (Contractor) shall verify the applicant's household income is currently at or below 80% of Area Median Income (AMI), identify needed repairs, develop a scope of work, help the homeowner review proposals, facilitate the execution of loan documents between the homeowner and the Agency, perform repairs identified on the scope of work and follow the process described in Section 6 of this Exhibit to seek reimbursement from the Agency.

2. General Requirements

- 2.1 Contractor shall adhere to Agency's program descriptions, processing and underwriting guidelines, rehabilitation standards and all relevant materials for the HRP as detailed in the Program Guidelines, attached as Exhibit B.
- 2.2 Contractor shall seek eligible, interested program applicants through its own marketing efforts as well as referrals from the Agency.
- 2.3 The residential structure of the Applicant(s) must be within the boundary of the Lealman Community Redevelopment Area (CRA), as depicted in Exhibit C. Any project outside the CRA boundary is ineligible for the HRP.
- 2.4 Applicant(s) must own and occupy the property seeking funding.
- 2.5 Applicant(s) household income(s) must be 80% or below of the AMI to qualify for funding and Contractor shall verify this income threshold is not exceeded.
- 2.6 Eligible repairs include roof systems and soffit/fascia, AC/heat systems, Florida Building Code-related electrical and plumbing upgrades, windows, and exterior doors as detailed in the Program Guidelines attached as Exhibit B.
- 2.7 Contractor shall process a 0%, forgivable, soft-second mortgage (Note), provided in Exhibit D, to be executed by the Applicant(s) and the Agency.
- 2.8 The minimum interest-free, no-repayment loan amount is \$5,000 and the maximum loan amount is up to \$50,000 including closing costs and all fees.
- 2.9 All activities funded through this contract must be approved by the Agency prior to commitment of funds by the Contractor.
- 2.10 Contractor shall attend an initial mandatory training session upon proposal award and continue to attend any additional training which may be necessary to administer the programs over the contract term.

EXHIBIT A**STATEMENT OF WORK**

- 2.11 Contractor is required to store all documentation furnished by the client in a secure location to avoid any breach of privacy.
- 2.12 Contractor is responsible for providing personnel competent to verify household incomes, customer service, and construction management.
- 2.13 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.
- 2.14 In the administration of Agency housing programs, the Contractor or any subcontractor shall not exclude applicants from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, age, national origin, family status or handicap.
- 2.15 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.

3. Service Requirements

- 3.1 Contractor shall verify Applicant(s) household income is less than 80% AMI utilizing the methods as provided by the Agency. Contractor shall identify needed repairs and develop a Scope of Work to remedy them, ensure the Applicant(s) is in agreement on the scope of work, and explain any proposals to the homeowner as may be needed.
- 3.2 Contractor shall obtain at least two bids from subcontractors for eligible repair activities less than \$10,000 on the Scope of Work, and three bids for work exceeding \$10,000. In the event the Contractor is unable to secure the required number of bids, Contractor shall ask the Agency for a Waiver of Competition via a form (Exhibit E).
- 3.3 Contractor will submit the income verification information, as provided by the Agency, the Statement of Work signed by the Applicant(s) and the Contractor, and the executed Note to the Agency for approval prior to any work commencing. Agency shall issue a Notice to Proceed (NTP) after Agency approves the Scope of Work, Income Verification, and Note.
- 3.4 Contractor 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 H, and must not be on the U.S. Housing and Urban Development's (HUD) debarred list.

4. Performance Measures and Monitoring

- 4.1 The successful performance of the Contractor will be gauged by a margin of error not to exceed 10% for documentation required for reimbursement requests, as described in Section 6.6.1, deemed to be not in compliance with programmatic guidelines and/or the regulatory requirements of the specified funding source and are therefore not reimbursable by the Agency.

EXHIBIT A**STATEMENT OF WORK**

- 4.2 Contractor performance shall be evaluated on the anniversary of the execution of the Agreement through an annual performance review.
- 4.3 In the event of default, lack of compliance or failure to perform on the part of the Contractor, the Agency reserves the right to exercise corrective or remedial action, to include, but not limited to requesting additional information from Contractor to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising Contractor of deficiency and advising Contractor that more serious sanctions may be taken if situation is not remedied, advise Contractor to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise Contractor to reimburse the Agency for amount of costs incurred for any items determined to be ineligible.
- 4.4 The Agency shall have the right to monitor and evaluate all aspects of activities carried out by the Contractor. Such evaluation shall be affected by the submission of information by the Contractor, by monitoring site visits, or by other means appropriate to the project.
- 4.5 All records pertaining to this contract, including but not limited to financial, statistical, property and programmatic records shall be retained for three (3) 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 (3) 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.
- 4.6 The Contractor shall at any time during normal business hours and as often as the Agency, Pinellas County 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 Contractor'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.

5. Reporting

- 5.1 Contractor shall provide to the Agency its Data Universal Numbering System (DUNS) Number and must register and maintain the currency of information in the Central Contractor Registration (CCR) database, for compliance with the requirements established by the Federal Office of Management and Budget concerning the DUNS, CCR and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 CFR 25 and 2 CFR 170.

EXHIBIT A

STATEMENT OF WORK

- 5.2 Contractor shall furnish Agency with all additional information, records, reports, and data as may be required by the State and/or HUD and/or the Agency/Pinellas County.
- 5.3 If the Contractor receives more than \$500,000 a year in Federal awards, Contractor shall have a single or program-specific audit conducted for that year in accordance with OMB Circular A-133.
- 5.4 Audit report shall be submitted to the Agency within the earlier of 30 days after receipt of the auditor's report(s), or 9 months after the end of the audit period, unless the Contractor and the Agency agree to a longer period in advance.
- 5.5 Contractor shall be responsible for the costs associated with this audit. Contractor shall submit any additional documentation requested by the Agency to substantiate compliance to this provision if necessary.

6. Method of Compensation

- 6.1 The Term of the contract is three (3) years from its effective date. The budget for the HRP shall be limited to \$850,000 in funding from the effective date of this contract through September 30, 2023 and limited to an additional funding amount of \$650,000 between October 1, 2023 and September 30, 2024.
- 6.2 Contractor shall receive an Administration Fee of 12.5% of the construction project cost for the approved Scope of Work for each home rehabilitated. Construction Project Cost under this Agreement is defined as the total of hard and soft construction contract costs associated with each home that is rehabilitated.
- 6.3 The Total Project Cost is defined as the sum of the Construction Project Cost plus all project related fees plus the Administration Fee. The Total Project Cost shall not exceed \$50,000.00.
- 6.4 Contractor shall NOT charge applicants any fees associated with the Note or with the household income verification. Agency shall reimburse Contractor for fees associated with the Note, defined as title search fees, closing fees, credit reports and/or recording fees. These fees must be supported with documentation provided to the Agency for approval and would be in addition to the \$50,000 Total Project Cost limitation described in Section 6.4. Contractor is not eligible for any reimbursement related to household income verification.
- 6.5 Upon completion of the approved Scope of Work for each single-family home rehabilitated, Contractor may file a reimbursement request with the Agency. Reimbursement request shall include copies of all invoices paid, proof of payment, and a Homeowner Satisfaction Form (attached as Exhibit F).

EXHIBIT A

STATEMENT OF WORK

- 6.6 Contractor shall, as articulated in its proposal submitted in response to this LOI, contribute a minimum matching amount of 12.5% of its own private funding to reduce the Total Project Cost for each home rehabilitated under this contract. Contractor shall reduce the Total Project Cost on each reimbursement request submitted by 12.5%. Failure to meet this requirement shall result in pro rata reduction of the Administration Fee to offset the matching requirement. (See Exhibit G. Sources & Uses of Funds for reference.)
- 6.7 Funding cannot be paid to the homeowner or anyone other than the Contractor.
- 6.8 The sources of funding from the Agency for payment of services performed under this Agreement are Tax Increment Financing from the Lealman Community Redevelopment Area Trust Fund and/or a grant provided to Pinellas County by the State of Florida ("State") (CSFA #52.901) grants provided by the U.S. Department of Housing and Urban Development ("HUD") (CFDA#14.239 HOME and #14.218 CDBG), Florida's State Housing Initiatives Program (SHIP), the Pinellas Community Housing Trust Fund.
- 6.9 The Contractor agrees that in the event that any grant is reduced or withheld by the State and/or HUD and/or the Pinellas County Board of County Commissioners, the Agency shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant.
- 6.10 In the event that the State and/or HUD and/or the Pinellas County Board of County Commissioners determines that the Contractor has not fulfilled its obligations in accordance with the requirements applicable to the grant and requests reimbursement of expenses paid under this Agreement, the Contractor shall provide said reimbursement within ten days of said notice from the Agency.
- 6.11 The Agency may disapprove requests for payments that are not consistent with the terms of the contract.
- 6.12 Agency shall notify Contractor 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 loans processed or invoices delivered after the pool of funds is depleted.

EXHIBIT B

HOME REHABILITATION PROGRAM GUIDELINES

**PINELLAS COUNTY
COMMUNITY REDEVELOPMENT AGENCY
Underwriting Guidelines for Home Rehabilitation Program**

OVERVIEW

The underwriting guidelines describe the process for administering the Home Rehabilitation Program (HRP). The HRP provides financial assistance as a 0% deferred loan that is secured by a recorded mortgage and note. All borrowers are evaluated for repayment ability through verification of debt-to-income ratios, loan-to-value ratios, and qualifying credit history.

GENERAL REQUIREMENTS

Funding provided will be for eligible home repairs that include roof replacement, HVAC systems, hurricane impact window replacement, and any code related items associated with these replacements. Applications will be reviewed and processed on a first-come, first qualified basis.

Permanently Deferred loans shall not to exceed \$50,000.00 at a 0% interest rate for households that are less than 80% Area Median Income. The maximum award amount must include all closing costs. Deferred loans are reduced by 10% every year and forgiven in its entirety at the end of ten (10) years, provided that title remains under the ownership of the borrowers signing the mortgage and note. Property must also remain their principal residence.

Eligible Applicants

Eligible applicants include households who:

- Have an annual income that does not exceed 80% of the Area Median Income as determined by HUD for Pinellas County;
- Is current on all property taxes at the time of application; and
- Does not have a reverse mortgage

Eligible Properties

Eligible properties include existing single-family homes that:

- Serve as the primary residence of the applicant;
- Are located within the boundary of the Lealman CRA (as depicted in Exhibit B) in Pinellas County;
- The property is insured against loss. If no insurance is available due to the need for eligible repairs, payment may be included in the rehabilitation loan with future payments escrowed; and
- If the property is located in a 100-year flood plain, flood insurance is required.

EXHIBIT B

HOME REHABILITATION PROGRAM GUIDELINES

ELIGIBILITY DETERMINATION**Determining Household Size**

Before calculating household income, it is important to properly count the number of people in the household. It is essential to accurately determine household size, since program eligibility is “adjusted for family size” (as defined in Section 420.9071 (1) Florida Statutes). The HUD Handbook 4350.3 Chapter 3 Section 3-6(E) outlines several scenarios and provides guidance on whether or not to count an individual as a household member. Whenever the handbook indicates that an individual is a household member, the individual’s full income must be included in the annual income calculation.

Calculating Annual Income

Annual income is a combination of the gross amounts, before any deductions, of earned, unearned and asset income of all household members that is anticipated to be received in the 12-month period following initial determination of eligibility. Pinellas County uses the most common methodology for determining annual income defined in Title 24 of the Code of Federal Regulations section 5.609 (commonly referred to as 24 CFR Part 5).

Always use current circumstances to project income, unless verification forms indicate that a significant change will occur over the next 12-month period.

When the applicant completes the HRP application, the Contractor should calculate the applicant’s total annual income and compare to the applicable income limits. If the applicant’s total annual income is above the income limits, a letter of denial is sent to the applicant. If the household’s income is below the income limits, the verification process continues.

Determinations of what are included and excluded forms of income are detailed in the Code of Federal Regulation: 24 CFR Part 5.

Salaried Employees

The borrower must have a stable income from employment, or from other verifiable sources (such as disability benefits, pensions, etc.). Salaried employees must have been employed for six (6) consecutive months. If employment is not at the same company, it must be the same line of work or career advancement. Borrower must have a good chance of continued employment.

EXHIBIT B

HOME REHABILITATION PROGRAM GUIDELINES

Self-Employed Borrowers

If an applicant is self-employed, the net income anticipated is considered annual income and first-hand documentation is necessary (Source: HUD 24 CFR Section 5.609 Part 5 (b)(2). Additional information is provided in HUD Handbook 4350.3 Exhibit 15, Section 15-C (H). This is the only instance when net income may be considered instead of gross income for determining eligibility. The applicant's net income is calculated by subtracting expenses from gross income in the same manner permitted by Schedules C, E, or F of the IRS Tax Return Form 1040.

The applicant must provide two years of the most recent tax returns. The applicant should provide a profit and loss statement, or a quarterly audited statement from an accountant for a minimum of the previous three months. Use the amount of net income from this report to anticipate the amount of income for the business in the next 12 months. For example, if the report indicates the net income generated is for the past three months, multiply this figure by 4 (remaining months) to estimate the income from the business for the next 12 months. If the net income from a business is negative, it must be counted as zero income.

Self-employment is considered stable if the borrower has been self-employed for at least one year and has shown a steady or increased earnings during that time period. Borrowers who have been self-employed for less than a year will not be considered since an earnings trend and stability cannot be determined.

Court-Ordered Child Support

The entire amount of court ordered child support must be included as part of the household income whether or not it is regularly received. A divorce decree is a legal document that is sufficient for documenting mandated child support. A household that is not receiving court ordered child support has legal recourse to force payment of the support. Child support can only be omitted as an income source when it has been documented that a household has exhausted legal attempts to obtain the support.

If non-court ordered child support is not being received, it is not a source of income to be included as household income.

If non-court ordered child support is being received, it is considered a contribution and is a source of income to be included as household income.

EXHIBIT B

HOME REHABILITATION PROGRAM GUIDELINES

Anticipated Income from Assets

Assets are items of value, other than necessary personal items, and must be considered with the verified income in order to determine the eligibility of a household. All asset income is considered, including asset income of minors. The income that could potentially be earned or actually is earned from assets is annualized based on what is anticipated to be received during the projected 12 months.

The next step to determining income from assets is to identify assets that generate an actual, tangible income. For example, savings accounts and certificates of deposit generate interest, and are considered income. For any such asset, document its rate of return and estimate the income that it will generate for the next 12 months. The following policy has been established according to the HUD Handbook:

- If the asset value is \$5,000 or less, total the amount of actual asset income and include this with the total verified anticipated annual income for the household.
- When assets exceed \$5,000, add the greater of 1) the actual income to be derived from these assets, or 2) the cash value of the asset multiplied by the imputed amount (currently .06%).

The liquid assets of a household may not exceed \$50,000 in order to qualify for the program. For a list of assets and suggested methods of Calculation refer to HUD Handbook 4350.3, Chapter 5, Exhibit 5-2.

TYPES OF INCOME VERIFICATION

Third-party verifications are the accepted documentation for income and are obtained by faxing, emailing or mailing the request to the income source. The form should provide the reason for the request and the signed Authorization to Release statement from the applicant.

If the employer or other third-party source does not return the written verification form, make two additional attempts by re-sending the form. If all three attempts fail, document the effort and attempt to obtain the information by telephone.

If the third-party attempts fail, source documentation should be obtained. Examples of source documents include tax returns, pay stubs and bank statements.

For all income documentation obtained, date stamp each verification upon receipt and compare information on the verification form with information provided on the application to ensure the information is complete. If there are discrepancies, document these in the file.

EXHIBIT B

HOME REHABILITATION PROGRAM GUIDELINES

CREDIT WORTHINESS

A credit report is required for each household member that is listed as the Borrower when providing an amortizing loan. This document must be updated if more than 60 days old at the time of closing. The credit report is provided by an independent agency and should include:

- Credit card debt
- Loans
- Bankruptcies
- Late Payments
- Recent inquiries
- Public Records

A borrower who has made payments on outstanding and previous credit obligations according to contractual terms will be considered for financing. The Department will use the following guidelines to determine acceptable payment and credit history:

- Revolving Credit and Installment Debt - During the past twelve months, no more than two payments 30 days past due, no more than one payment 60 days past due, and no late payments 90 days past due. The most recent six-month period should be free from any payments 60 days past due.
- Mortgage Payment - No more than one payment past due during the last twelve months. No housing payments can be delinquent for the past six months.
- Liens - -Applicant may not receive assistance if there are existing mechanic and tax liens.
- Bankruptcy – A Chapter 7 bankruptcy must have been fully discharged for a minimum of two years and the credit report must show that the borrower has re-established good credit. A Chapter 13 bankruptcy must have two years of on time payments with the bankruptcy court at time of application. A letter from the bankruptcy attorney that approves additional debt is required. Only required repairs (code) items are eligible. A bankruptcy that was caused by something beyond the borrower's control (such as an extended family illness, divorce, or death of a principal wage earner) would receive additional consideration.
- Foreclosure or Short Sale - the Department will not lend to an applicant who has been a defendant in mortgage foreclosure or short sale proceedings within the past five years unless the applicant has re-established a positive credit standing. If the foreclosure or short sale resulted in a loss to the Department then the applicant is not eligible for assistance for 10 years.

EXHIBIT B

HOME REHABILITATION PROGRAM GUIDELINES

- If the borrower has limited credit history, other verification methods may be used. These include:
 - verification of telephone accounts
 - electric or gas accounts
 - cable company accounts

All credit explanations must be carefully reviewed to determine consistency with the other information in the file. In addition to verifying consistency, judgment is required to determine if financial difficulties are due to outside extenuating factors and whether they are likely to re-occur. Exceptions to the credit history requirements will require a special exception approved by the Agency.

Ratios

Ratios compare the borrower's anticipated monthly housing expense and total monthly debt to his or her stable monthly income and are used to determine the probability of a borrower's ability for repayment. Any approval provided outside the parameters of the guidelines must be done on an exception basis and approved by the Agency.

The monthly housing expense is calculated using the following:

- Monthly principal and interest payments on the existing housing debt
- 1/12 the annual hazard, flood, and mortgage insurance premiums
- 1/12 the annual real estate taxes
- Monthly homeowner's association dues or condominium maintenance fees, if applicable

To determine the housing ratio, divide the monthly housing expense by the household's gross monthly income. Recommended total housing costs should not exceed 30% except in special circumstances where borrowers can demonstrate a successful credit history of paying more than 30% of their housing.

The total monthly debt is calculated by including regular monthly charges paid by the applicant. They include:

- The monthly housing expense (as calculated above)
- Payments on all installment and revolving debts
- Alimony, child support or maintenance payments

To determine the debt-to income ratio, divide the total monthly debt by the household's gross monthly income. Total monthly debt can't exceed 50% including the rehab loan payment.

EXHIBIT B

HOME REHABILITATION PROGRAM GUIDELINES

Final Certification After Review of Income and Credit

Use the income provided on the verification form and to calculate the projected annual gross income for the household over the next 12 months. Once this is completed, the information is entered on the three-page income certification form.

Completion of the Certification form is often referred to as the “120-day clock” policy, since it refers to the period of time during which third party income and asset verification forms are considered to be up-to-date and valid. The clock starts when the applicant’s first verification form is received. If more than 120 days lapses prior to assistance being provided, new and updated verification forms must be obtained.

The signed certification form must be obtained from the applicant in order for the eligibility process to be complete. The certification form must indicate the annual household income and family size and a statement regarding the completeness and accuracy of the information. The income certification form must be prepared by staff and then properly executed by the applicant and the housing administrator or local government representative.

Once the certification form is completed and prior to assistance being provided issue an award letter (also called a letter of commitment) to the applicant, which stops the 120-day clock. The letter reserves funding for the household. Do not issue the award letter until the verification process is complete.

DETERMING AMOUNT OF ASSISTANCE

The amount of funds provided to an eligible project shall be established through the property write-up, cost estimate, and bidding results and shall not exceed \$50,000, including closing costs.

Eligible Activities

Eligible rehabilitation improvements include:

- Roof systems and soffit/fascia
- AC/heat systems
- Wind mitigation improvements (windows, doors & roof)
- Accessibility improvements (barrier free entrances (for a person using a walker, wheelchair), and
- Code related electrical/plumbing repairs.

Eligible façade and site improvements include:

- Driveway repair/replacement
- Exterior painting (including stucco/masonry/siding replacement/repair)
- Native or Florida-Friendly landscaping (no sod; capped at \$1,500)
- Fencing repair/replacement (chain link ineligible; front yard only)
- Debris removal

EXHIBIT B

HOME REHABILITATION PROGRAM GUIDELINES

Contractor shall prepare a scope of work identifying the proposed eligible activities and their costs for Agency review and approval prior to commencing construction as required by the contract. **Closing documents** - The Contractor completes the applicable security instruments for the activity. The final closing spreadsheet, mortgage documents, and grant acceptance letter (if applicable) is sent to the title agent via email. The title agent will then format a HUD or Closing Disclosure for the Agency to review. After reviewing and approving the HUD or Closing Disclosure, the activity is set for closing. After closing, the title agent will record all necessary documents and return the originals to the Agency.

Draw Payment Inspections – The Contractor may submit partial payment requests according to the schedule of the approved Scope of Work for the property. The schedule must identify which items are being requested for payment and the amount.

Prior to full payment of any scope of work line item, there will need to be proof of final permit, if applicable. The Contractor verifies that the requested amount is equal to the work that has been completed through a site visit. The Contractor will prepare a Progress Payment request form and meet with the homeowner and the Agency to verify work completed. If the homeowner is satisfied with the request, the progress payment request would be executed.

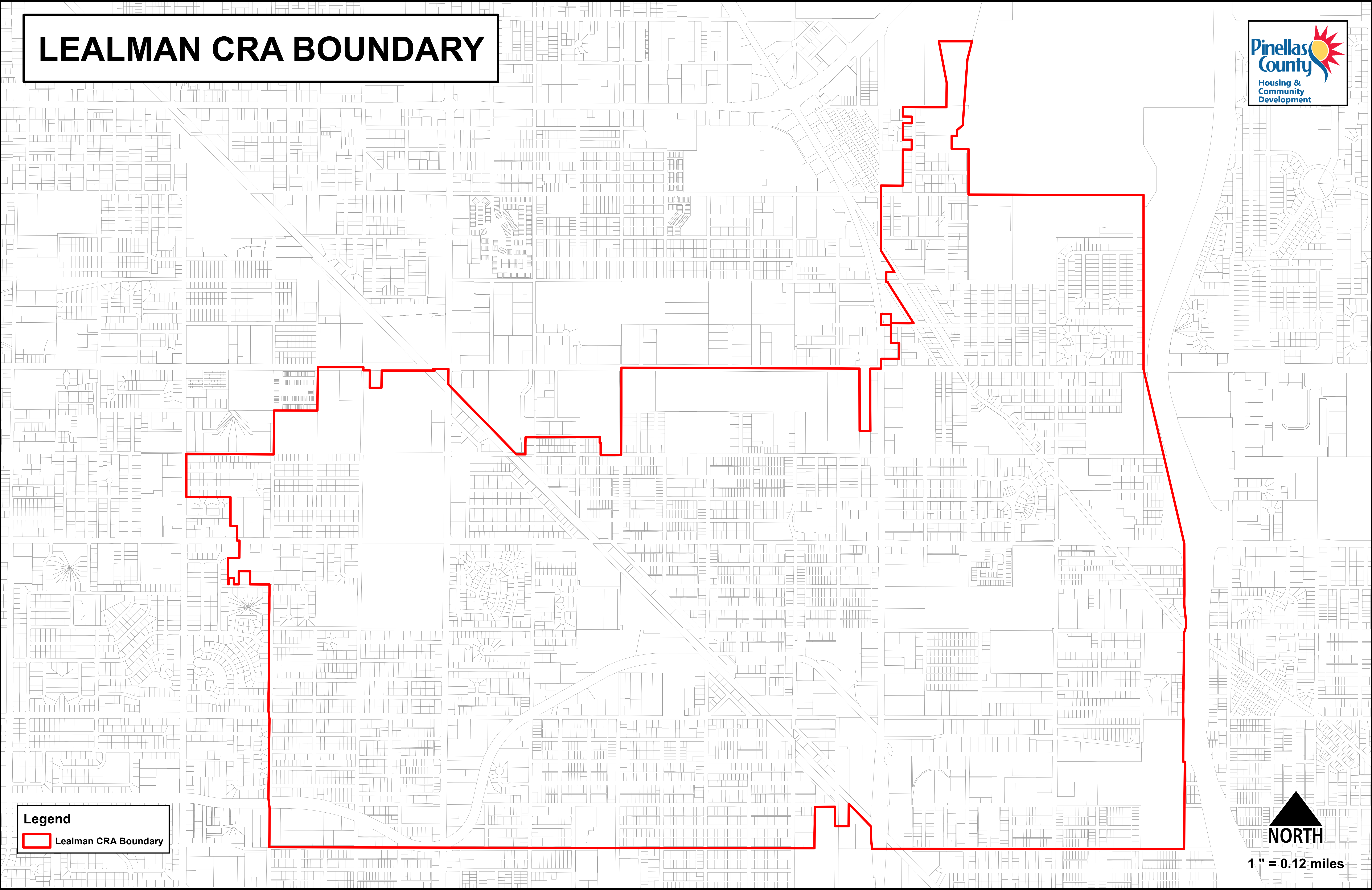
The Contractor will submit the homeowner approved payment request and schedule of values to the Agency for payment. Once funds are released, the title agent is required to email a current disposition of funds statement and release of liens for each associated payment.

Change Orders- A change order describes any modification to the scope of work. The modification might be relatively minor or incorporate major changes, but a change order must be executed for any difference, addition, or deletion made to the original proposal/bid/work write-up. It must be a written document signed by all parties prior to the work being completed. The scope of the change order should be consistent with the standards of the original contract and must include the cost of the changes. The Agency must compare the request of the change order to the maximum award amount of the loan to make sure that the funds provided do not exceed the program requirements.


Final Inspection - Prior to issuing the final payment, Agency shall verify that the work has been completed according to the contract and work write-up. The Contractor must provide the Permit Placard and ensure that all open permits have been successfully finalized. Final photos should be taken, and a Homeowners Evaluation should be given to the homeowner for completion. When possible, wait for the completion and collection of this form before leaving the site.


Loan Close Out – All final documents, release of liens, final disposition of funds, and photos should be kept in an electronic file for the property. The lien file should be requested from Portfolio Management for final approval and also to provide the Final Disposition of funds statement. The project can be closed out in CDOT, and the housing case report should be printed and placed in the case file and submitted to the Agency for final review.

LEALMAN CRA BOUNDARY



Legend

 Lealman CRA Boundary


NORTH

1" = 0.12 miles

EXHIBIT D

DEFERRED MORTGAGE WITH PROMISSORY NOTE

PINELLAS COUNTY COMMUNITY REDEVELOPMENT AGENCY
DEFERRED PAYMENT MORTGAGE

THIS MORTGAGE is made this _____ day of 20____, between the Mortgagor, _____, a **single person**, (herein "Borrower") and the Mortgagee, Pinellas County Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, (herein "Lender").

This Mortgage secures to lender:

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

Legal Description:

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

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

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

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest.** Borrower is indebted to Lender in the principal sum of \$() which indebtedness is evidenced by Borrower's Note dated _____, (herein Note). There will be no interest and no monthly payments so long as the Borrower remains the owner of the Property and continues to occupy the Property as the Borrower's principal residence. In the event of Borrower's death, bankruptcy filing, or if the Borrower does not occupy the property as the Borrower's principal residence or otherwise transfers, assigns, sells, or in any manner disposes of or abandons all or a portion of the Property which is subject to this Note and the Security Instrument described below, then the principal amount hereunder will immediately become due and payable and such outstanding principal will begin to bear interest at the rate of three (3%) per annum from the date of such death, bankruptcy filing, sale, transfer, assignment, conveyance, or abandonment until paid in full. The preceding statement notwithstanding, no interest will be charged on any of the principal amount of this Note paid within sixty (60) days of default.

EXHIBIT D

DEFERRED MORTGAGE WITH PROMISSORY NOTE

2. **Funds for Taxes and Insurance.** Borrower shall pay to Lender on the day that monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for flood insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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

THIS MORTGAGE IS EXEMPT FROM INTANGIBLE TAX PER FLORIDA STATUTE TITLE XIV 199.193

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

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

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note shall be applied by Lender first to interest payable on the Note, then to the principal of the Note.
4. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty (60) days after the execution of this security instrument and shall continue to occupy the Property as Borrower's principal residence for the term of the mortgage note, unless Lender otherwise agrees in writing, **which consent shall not be unreasonably withheld.**

EXHIBIT D

DEFERRED MORTGAGE WITH PROMISSORY NOTE

5. **Charges; Liens; Assessments.** Borrower shall promptly pay all assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which will or may gain priority over this security instrument unless otherwise agreed by Lender. Delinquent tax, assessments and other similar charges shall constitute a default of this security instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this security instrument, Lender may give Borrower a notice identifying the lien. Within 60 days of the date on which such notice is given, Borrower shall either satisfy the lien or diligently be taking all such necessary actions to satisfy the lien. This provision does not restrict the Borrower from creating a lien or encumbrance clearly subordinate to this security instrument.
6. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and, in such amounts, and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

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

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

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

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

EXHIBIT D

DEFERRED MORTGAGE WITH PROMISSORY NOTE

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

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

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

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

11. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to Borrower and to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.
12. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
13. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively.

EXHIBIT D

DEFERRED MORTGAGE WITH PROMISSORY NOTE

- 14. Successors and Assigns Bound; Joint and Several Liability.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof (herein "Transfer of the Property; Assumption"). All covenants, agreements, and liability of Borrower shall be joint and several.
- 15. Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 16. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the matter designated herein.
- 17. Governing Law: Severability.** This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.
- 18. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 19. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Mortgage, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender may waive such option to accelerate if Borrower transfers all of its right, title and interest in and to the Property to a new borrower that meets the income, credit, and other such Lender requirements to the satisfaction of the Lender provided that the new borrower agrees in writing to assume all of Borrower's rights, obligations, and liabilities created or arising under this security instrument and corresponding mortgage note, and further provided that Lender gives its written consent of such assumption. If Lender has waived the option to accelerate provided in paragraph 19 hereof (herein "Acceleration; Remedies"), and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

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

EXHIBIT D

DEFERRED MORTGAGE WITH PROMISSORY NOTE

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

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

EXHIBIT D

DEFERRED MORTGAGE WITH PROMISSORY NOTE

- 23. Future Advances.** Upon request by Borrower, Lender, at Lender's option within fifteen years from the date of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by Promissory Notes stating that said Notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$20,000.
- 24. Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
- 25. Recapture of Tax Increment Financing (TIF) Funds.** In the event Borrower fails to occupy the property as Borrower's principal residence for a period of 10 years from date of initial occupancy (the Period of Affordability), the outstanding balance of TIF loan funds, as stated in the mortgage and note shall be recaptured from the Borrower by Lender. However, in the event of a foreclosure sale, if the net proceeds of a foreclosure sale, if any, are insufficient to allow Lender to recapture the full TIF investment, recapture by Lender of the available net proceeds of the foreclosure sale, if any, shall be deemed to satisfy the recapture requirements. The TIF funding recapture restrictions on the property shall terminate after foreclosure sale, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD.
- 26. Loan Intended as a Personal Benefit.** The loan secured by this Mortgage was made by Lender to Borrower pursuant to Lender's Housing Program qualifications. The loan, therefore, is made upon terms generally more favorable to the Borrower than would otherwise be available to the non-qualifying public at large. Accordingly, Borrower understands that this loan is intended to be a personal benefit and cannot be transferred without Lender approval.
- 27. Subordination Policy.** The Lender will only consider subordination requests under the following conditions: 1) the refinancing reduces the annual interest rate of a senior mortgage; 2) the refinancing results in a lower monthly payment than the current mortgage; 3) the new loan does not include debt consolidation or cash-out to the borrower; 4) the new loan is not a Reverse Equity or Adjustable Rate Mortgage. For home improvement loans, the refinancing lender must establish an escrow account for the loan proceeds from which funds are paid directly to a licensed contractor after work is completed. In addition, all remaining conditions will still apply. The total combined loan to value (all mortgage debt, including the Lender loan balance) must be less than 95% of the property value. Any loan proceeds in excess of \$100 remaining available at loan closing must be applied as a principal-reduction payment to the new loan balance. The Lender will charge an administrative fee on any future subordination requests. Lenders may include reasonable and customary closing costs in loan proceeds.

EXHIBIT D

DEFERRED MORTGAGE WITH PROMISSORY NOTE

In Witness Whereof, Borrower has executed this Mortgage.
Signed, sealed, and delivered in the presence of:
(please type or write names underneath signatures)

Witness:

Borrower:

Witness:

Borrower:

STATE OF FLORIDA
COUNTY OF PINELLAS §

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by _____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

(signature)

(NOTARY STAMP/SEAL ABOVE)
printed or stamped)

(name of Notary, typed,

EXHIBIT D

DEFERRED MORTGAGE WITH PROMISSORY NOTE

PINELLAS COUNTY COMMUNITY REDEVELOPMENT AGENCY
DEFERRED PROMISSORY NOTE

Case No.

Property Address:

Date:

IN CONSIDERATION of the mutual obligations and conditions of the loan as set forth below, and in recognition of the attached mortgage to be executed by Pinellas County Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter Lender) and _____, a **single person** (hereinafter Borrower), the undersigned Borrower(s), jointly and severally, promise to pay to the order of LENDER, the principal sum of _____ (\$), pursuant to the terms and conditions herein.

1. **PURPOSE.** The purpose of the loan is to finance (**enter broad overview of residential rehabilitation project**).
2. **TERM.** The term of the loan shall be ten (10) years, commencing on the date of proper execution of this Note and terminating _____ years thereafter, unless extended by mutual written agreement.
3. **LENDER'S PROMISE TO PAY.** The Lender will pay the principal amount of the loan in one lump sum directly to the Borrower's designated Contractor to complete the scope of services associated with the purpose of the loan outlined herein, subject to the issuance of a Certificate of Final Inspection, certifying that all work has been satisfactorily completed according to the terms of the Borrower-Contractor contract. All payments due the Contractor will be made in accordance with the requirements of Section 218.70 et. Seq, Florida Statutes, "The Local Government Prompt Payment Act."
4. **BORROWER'S OBLIGATION TO PAY.** Payment of the principal amount of this Note shall be deferred as long as the Borrower remains fee simple owner and resides at the real property described herein as the Borrower's principal residence and maintains the real property in accordance with the terms of this Note and Mortgage executed of even date herewith for the term of the loan. The principal amount of this deferred loan shall decrease annually by ten percent (10%) of the original principal amount and become satisfied ten (10) years from the signing of this Note. No principal reduction shall occur subsequent to a default regardless of whether Mortgagee has actual knowledge of such default, or has notified Mortgagor of such default.

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

EXHIBIT D

DEFERRED MORTGAGE WITH PROMISSORY NOTE

All payments on the alternative Note shall be applied first to the interest due on the Note, and then to the principal due on the Note, and the remaining balance shall be applied to late charges, if any.

5. **BORROWER'S RIGHT TO PREPAY.** The Borrower reserve(s) the right to prepay at any time all or any part of the principal amount of the Note without payment of penalties or premiums. Any payment of the Note prior to default shall be applied to the principal due on the Note. All payments, other than prepayments, shall be applied first to the interest due on the Note, and then to the principal due on the Note, and the remaining balance shall be applied to late charges, if any.
6. **ADDITIONAL OBLIGATIONS.** As a condition of receiving this loan, the Borrower understand and agree to the following:
- a) That Lender has Funds available to assist qualified resident to secure loans to purchase and/or rehabilitate eligible housing. Said loan is made at 0% interest rate and upon terms generally more favorable to the Borrower(s) than is otherwise available to the non-qualifying public at large. Accordingly, the Borrower(s) understand(s) that this loan is intended to be a personal benefit and not as an instrument to increase the value of Borrower's property or as a benefit that Borrower(s) can transfer to a successive owner of the property without Lender's prior written consent. If applicable, this note evidences a Loan ("LOAN") made by holder to Borrower(s) under the State Housing Initiatives Partnership (SHIP) Act and is subject to the regulations issued hereunder ([Local Citation], Sections 420.907-420.9079 (the "SHIP Program"). The loan is secured by a Mortgage (the "Mortgage") dated the same date as this Note.
 - b) A lien secured by the property described in the attached mortgage is established in favor of Lender to provide security for such amounts which may become payable by the Borrower or Borrower estate, personal representatives, heirs, or devisees under the provisions of this Note and attached mortgage.
 - c) The Borrower agrees that Borrower will remain in possession of the real property; and that neither the real property or any improvements thereon will not be sold, conveyed, leased, rented, vacated, or otherwise disposed of during the term of this Note without consent of the Lender, which shall not be unreasonably withheld. Borrower further agrees to, at all times during the term of this Note, maintain the above-described property and improvements thereon in compliance with all Federal, State, and local laws, standards and codes, including, but not limited to, zoning, health, fire, safety, and minimum housing codes.
 - d) In the event that the Borrower sells, conveys, leases, rents, vacates or otherwise disposes of the real property or improvements thereon during the term of this Note, then the aggregate sum mentioned herein, less any amounts repaid or reduced pursuant to this Note, shall become due and payable forthwith or thereafter, at the option of the Lender, as fully and completely as if the said aggregate sum was originally stipulated to be paid on such day, anything herein to the contrary notwithstanding.
 - e) Additionally, should the Borrower fail to fully comply with the conditions and obligations set forth in this Note or the associated mortgage, then the lien established by this Note may be foreclosed upon, as provided by law, and, in addition the conditions and obligations hereof may be enforced by any other appropriate action, in law or equity, at the option of Lender.

EXHIBIT D

DEFERRED MORTGAGE WITH PROMISSORY NOTE

- f) All costs which may be incurred by Lender for the collection of any amounts which may become due Lender hereunder, or which may be incurred by Lender in the enforcement of the conditions and obligations set forth herein, whether suit is brought or not, shall be assessed against and be the obligation of the Borrower.
- g) The provisions of this Note shall be binding upon the Borrower and the estate, personal representatives, heirs, and devisees of the Borrower.
- h) Demand, protest, and notice of demand and protest are hereby waived, and the undersigned Borrower(s) hereby waive(s), to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, we have hereunto set our hands and seals of the _____, day of _____, 2022.

Witness:

Borrower:

Witness:

Borrower:

STATE OF FLORIDA
COUNTY OF PINELLAS } §

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

(signature)

(NOTARY STAMP/SEAL ABOVE)
or stamped)

(name of Notary, typed, printed,



Pinellas County Community Redevelopment Agency Lealman Community Redevelopment Area

RESIDENTIAL REPAIR GRANT PROGRAM WAIVER OF COMPETITION

The Pinellas County Community Redevelopment Agency (CRA) is granting a Waiver of Competition to [] for improvements [] to the property located at []. In accordance with the FY20 CRA Program Guidelines for Lealman CRA Residential Improvement & Demolition Program outlined in the Procurement Method (3) “bids have been solicited but responsible and responsive bids have not been received.” Applicant has provided email correspondence with unresponsive vendors. Email correspondence located in file.

SOLE CONTRACTOR:	CONTRACTOR AMOUNT:
TOTAL	

Signature

Date

C: file



Homeowner Satisfaction Form

Date of Inspection: _____

Case No. _____

Address of Rehabilitated Property:

- I. I/we find that all work specified in the above contract has been satisfactorily completed, and therefore request final disbursements to the contractor.

I/we are aware of the "Rights Under the Construction Industries Recovery Fund" as stated in my contract with the address and phone number as required by the State of Florida.

- II. I/we acknowledge that the contractor has supplied and reviewed all applicable contractor's warranty information with me/us, including, all factory warranties for appliances, material, machinery, etc.

I/we understand that the Pinellas County Redevelopment Agency is not responsible for the workmanship or the conditions of any warranty provided by our contractor. If we have any warranty related issues they should be brought to the attention of our contractor.

Owner

Date

Co-Owner

Date

- II. I acknowledge that the work completed has been checked against the working contract and change orders, if applicable. Inspected by _____
Name of Inspector

Inspector signature

Date

Exhibit G: HRP Sources & Uses of Funds**Directions (current entries are sample only):****1) Based on your estimates and requests, complete all blue shaded cells.**

# of properties to be rehabilitated in this program	20
---	----

Development Uses	Amount	Notes
Total Hard Costs per property	\$700,000	35,000 per project = \$30,000 CRA + \$5,000 RTTB Match
Total Soft Costs per property		
Developer's Fee per property	\$100,000	\$5,000 Project Management Fee for RTTB from Lealman CRA
Total Development Costs for all properties		

Construction Sources (List each source separately)*	Amount	Applied, Committed or Projected	Notes (e.g. if applying for give dates by which award will be made, etc.)
Lealman CRA	\$700,000	Applied	12/14/2021
Pinellas Social Action Fund	\$90,000	Committed	
RTTB Unrestricted	\$10,000	Committed	
	\$0		
	\$0		
Total Construction Sources (should equal total in line 10)	\$800,000		

EXHIBIT H

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 H

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 H

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 H

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 Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No Sexual Abuse or Molestation Exclusions allowed.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations	\$ 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:

Limits

EXHIBIT H

INSURANCE REQUIREMENTS

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 I

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 I

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 J

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.
- 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,

EXHIBIT J

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

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.