



BOARD OF COUNTY COMMISSIONERS

DATE: September 23, 2014
AGENDA ITEM NO. 20

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Award of Final Agreement – Administration of Housing Programs in Pinellas County
Contract No. 134-0289-P(KF)

Department:

Health and Community Services / Purchasing

Staff Member Responsible:

Cheryl Reed / Candy Mancuso

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL AGREEMENTS FOR ADMINISTRATION OF HOUSING PROGRAMS IN PINELLAS COUNTY WITH THE FOLLOWING FIRMS:

- 1.) Clearwater Neighborhood Housing Services, Inc., Clearwater, Florida
- 2.) Tampa Bay Community Development Corporation, Clearwater, Florida

IT IS FURTHER RECOMMENDED AFTER EXECUTION OF THE AGREEMENTS BY THE FIRMS, THE CHAIRMAN SIGN THE AGREEMENTS AND THE CLERK ATTEST.

Summary Explanation/Background:

Health and Community Services, Community Revitalization Division (Division) funds rehabilitation activities and down payment assistance housing programs through various grant and loan programs. This contract is for the administration of housing programs related to purchase assistance loans, handicap accessibility grants and single-family rehabilitation loans. The administration services include qualifying applicants and properties in the origination, underwriting, and packaging of loans, tracking applicant progress and community outreach of the housing programs. Program applicants will be referred to the awarded firms on a rotating basis by the Division. Firms will also market the housing programs to receive direct contacts. Administration fees and financing for loans are provided from a pool of funds reserved by the Community Revitalization Division.

The firms in order of ranking after scoring are attached on the Ranking Spreadsheet.

The firms were evaluated on their approach to the project and their qualifications and experience with the administration of housing programs. As the fee schedule for each type of housing program was predetermined and stated in the request for proposal; no additional negotiation points were discussed.

The types of housing programs and associated fees are listed below:

1. The Home Repair Loan Program / Single Family Rehabilitation Loan Program assists homeowners under 80% of the area median income within unincorporated Pinellas County with up to \$20,000 in rehabilitation funds. The loan is available at 0% interest with flexible payback terms.

Fees for each loan package submitted by the firm and approved by the Division shall be the greater of fifteen percent (15%) of the rehabilitation contract amount or \$1,200.

2. The Down Payment Assistance Program / Purchase Assistance Loan Program offers up to a \$10,000 loan at 0% interest deferred for five (5) years to help cover down payment and closing cost expenses associated with purchasing a home.

Fees for each stand alone loan package submitted by the firm and approved by Division shall be a flat fee of \$800.

3. The Independent Living Program / Handicap Accessibility Grant provides up to \$4,000 in grant funds available to disabled homeowners in need of accessibility upgrades to their home.

Fees for each grant package submitted by the firm and approved by the Division shall be a flat fee of \$1,000.

The contract has a term of twenty-four (24) months effective October 1, 2014 and may be extended for a twenty-four (24) month term pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to the Agreement.

Fiscal Impact/Cost/Revenue Summary:

Estimated annual expenditure: \$800,000 – to include the administrative fees and the loans distributed.

There are multiple funding sources that include a grant provided to the County by the State of Florida (CSFA #52.901), grants provided by the U.S. Department of Housing and Urban Development (CFDA #14.239 HOME and #14.218 CDBG), Florida's State Housing Initiatives Program and the Pinellas Community Housing Trust Fund.

Exhibits/Attachments:

Contract Review
Final Agreement
Ranking Spreadsheet



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.:

44714

PROJECT: Request for Qualifications: Administration of Housing Programs for Pinellas County

BID NUMBER: 134-0289-P(KF)

REQ. NUMBER:

TYPE: ☒ **Purchase Contract** ☐ **Other:** ☐ **Construction-Less than \$100,000** ☐ **One Time**

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 16 - 19
This is an annual contract.

PRODUCT ONLY ☐

Estimated Expenditure: \$ 809,000

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> C. Mancuso, Interim Director K. Freytag, PA	5/2	com		
2.	<u>Health and Community Services</u> Tim Burns, Director Toni Rubino, Project Manager Amy Petrila, Contract Administrator	5/16 5/8	TR JR APetrila	<ul style="list-style-type: none">• All references to "Department" to be changed to "Community Reintegration Division"• Point system goes in• \$809,000 estimated Expenditure	

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.

If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

<u>Rid 5-19-14</u> 3.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	5/19/14	Gut	Pls see changes p 16-19; Section attached & mailed to Karen F. Legal, pls see note p 40 ✓	HIGH RISK NOT HIGH RISK
<u>CRto 5-19-14</u> 4.	<u>BCC Finance</u> Attn: Cassandra Williams	5/22/14	CBW		
5.	<u>Legal</u> Attn: Miles Belknap Attn: Carl Brody	5/22/14 5/27/14	NO K		
6.	<u>Asst. County Administrator</u> Attn: J. Lauro	5/27/14	JL		

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Karen Freytag **at Extension 464-3152**

In order to meet the following schedule, please return your requirements to Purchasing by: May 23

TENTATIVE DATES

Bid Mail Out: June 1

Bid Opening: July 1

BCC Approval: August 19 (due August 1)

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this ____ day of _____, 20____ ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Tampa Bay Community Development Corporation, Clearwater, Florida ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to RFP 134-0289-P ("RFP") for Administration of Housing Programs for Pinellas County services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County 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. "County Confidential Information" means any County 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 a Business Associate Agreement, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor 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 County in breach of the Agreement; (ii) becomes available to the County 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 County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, 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 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 labor, materials, 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 County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, 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 County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, 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 the Contract Administrator.

C. Additional Services. From the Effective Date and for the duration of the project, the County 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 County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County 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 County. 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 County 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 County, 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 October 1, 2014 and shall remain in full force and effect through September 30, 2016, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The Parties may extend the term of this Agreement for one (1) additional twenty four (24) month period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County 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 County'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. Compensation. The County agrees to pay the Contractor the not-to-exceed sum of \$ 800,000.00 for Services completed and accepted as provided in Section 15 herein, if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit B, payable upon submittal of an invoice as required herein.

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

D. Taxes. Contractor acknowledges that the County 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 County. Invoices shall be submitted to the designated person as set out in Section 18 herein.

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 County may dispute any payments invoiced by Contractor in accordance with the County'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 County's Dispute Resolution Process. 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.

6. Personnel.

A. 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.

B. Approval and Replacement of Personnel. The County 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 County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, 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 County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, 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 County.

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 County 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 County. 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 County 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 County.

B. County Default Provisions and Remedies of Contractor.

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

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

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County 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 County 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. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County 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 County 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 County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County 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 County, 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 County 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 County'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 County 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 County, 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.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) 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, County 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 licenses, 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, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA, health and the environment, and privacy of medical records or information as applicable to this contract.

12. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit C, 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 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; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. Liability. Neither the County 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 County 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 County 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 County 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 County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County 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 County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County 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 County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, 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 County 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 County, 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 County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. 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. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

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 County. The Contractor shall provide written notice to the County 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 County 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 County 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.

17. 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.

18. 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 County:

Attn: Toni Rubino
Health and Human Services
Community Revitalization
600 Cleveland Street, Suite # 800
Clearwater, Florida 33755

For Contractor:

Attn: Tampa Bay Community
Development Corporation
2139 N.E. Coachman Road, Suite 1
Clearwater, Florida 33756

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

19. 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 County 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 County 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.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including training and promotional materials, and other 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 County's property when completed and accepted, if acceptance is required in this Agreement, and the County 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 County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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, FLORIDA

by and through its Board of County Commissioners

CONTRACTOR

Tampa Bay Community Development Corporation
(Tampa Bay (CDC))

By: _____

Commission Chair

By: _____

Name: _____

Title: _____

ATTEST:

KEN BURKE, CLERK OF COURT

By: _____

Deputy Clerk

APPROVED AS TO FORM

By: _____

Office of the County Attorney

EXHIBIT A
SCOPE OF WORK
CONTRACT # 134-0289-P(KF), Administration Of Housing Programs For Pinellas County

1. General Requirements

- 1.1 The Contractor shall process purchase assistance loans, handicap accessibility grants and single-family rehabilitation loans for the Division's owner-occupied housing rehabilitation and down payment assistance programs.

The **Home Repair Loan Program** offered by the Pinellas County Community Revitalization Division assists homeowners under 80% of the area median income within unincorporated Pinellas County with up to \$20,000.00 in rehabilitation funds. The loan is available at 0% interest with flexible payback terms.

The **Independent Living Program** is up to \$4,000.00 in grant funds available to disabled homeowners in need of accessibility upgrades in their home.

The **Down Payment Assistance Program** offers up to a \$10,000.00 loan at 0% interest deferred for 5-years to help cover down payment and closing cost expenses associated with purchasing a home.

- 1.2 Interested program applicants will be referred to the awarded Contractors on a rotating basis by the Community Revitalization Division. Additionally, Contractors will market the housing programs to receive direct contacts.
- 1.3 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.
- 1.4 Contractor shall adhere to Division's program descriptions, processing and underwriting guidelines, rehabilitation standards and all relevant materials for each program.
- 1.5 Contractor is required to store all documentation furnished by the client in a secure location to avoid any breach of privacy.
- 1.6 The Community Revitalization Division shall provide all necessary loan terms and guidelines for its programs.
- 1.7 Contractor is responsible for providing personnel competent to handle mortgage lending, customer service, and construction management.
- 1.8 Any news release or other type of publicity pertaining to this contract must recognize Pinellas County as the funding source and as the sponsor of the program.
- 1.9 Contractor shall execute the scope of work in accordance with specified programmatic guidelines provided by the County and mandated by the associated funding source requirements.
- 1.10 All activities funded through this contract must be approved by the Community Revitalization Division prior to commitment of funds by the Contractor.

- 1.11 In the administration of County housing programs, the Contractor or any contractor 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.
- 1.12 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.

2. Service Requirements

- 2.1 Contractors will qualify applicants and properties in the origination, underwriting, and packaging of loans.
- 2.2 Contractors will submit completed loan application packages to the Community Revitalization Division for approval and finalize loan packages upon approval by the Division.
- 2.3 Duties to be performed associated with housing rehabilitation programs include; but are not limited to, cost estimates, feasibility assessments, work write-ups, contractor bids, work progress inspections, draw requests; and the oversight of initial dispute mediation between applicants and contractors, if necessary. The client can select the contractor of their choice. The contractor selected must be licensed (including, but not limited to, the requirements of the State or the Pinellas County Construction Licensing Board), insured, and not on HUD's debarred list.
- 2.4 Contractor shall perform community outreach and marketing pertaining to the County housing programs.
- 2.5 Contractor shall maintain records of applicants and applications currently being processed or previously processed, and the ability to report associated pertinent data upon request to the County.
- 2.6 Contractor shall participate in Community Revitalization Division sponsored trainings regarding specific program policies and procedures pertaining to County housing programs and the associated funding source.
- 2.7 Contractor shall carry out activities necessary to support the housing services including marketing, promotions and advertisement, accepting applications, tracking applicant progress, and seeking community support.
- 2.8 Contractor shall NOT charge applicants a fee for closing, loan processing, review, or income certification.
- 2.9 Any fees passed to applicants by Contractor, such as credit reports and/or recording fees must be supported with documentation to substantiate the actual costs incurred by Contractor and such documentation must be included in the applicant's file when submitted to Community Revitalization Division for approval.

- 2.10 Any fees incurred by the client while participating in the Contractor's program must be fully disclosed to the client during the initial orientation. All fees for which the Contractor will request reimbursement from the client must be approved in advance by the Contract Manager. Contractor will provide a receipt to the client for each payment made.
- 2.11 Upon completion of all activities for each loan, Contractor shall submit the completed file to the Community Revitalization Division.

3. Performance Measures and Monitoring

- 3.1 The successful performance of the vendor will be gauged by a margin of error not to exceed 2% of the files submitted by the vendor 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 County. Vendor performance success will be evaluated at the end of every fiscal year and will determine whether the contract is extended to the next fiscal year or not.
- 3.2 In the event of default, lack of compliance or failure to perform on the part of the Contractor, the County 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 Vendor of deficiency and advising vendor that more serious sanctions may be taken if situation is not remedied, advise Vendor to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise Vendor to reimburse County for amount of costs incurred for any items determined to be ineligible.
- 3.3 The Community Revitalization Division shall have the right to monitor and evaluate all aspects of activities carried out by the Contractor. Such evaluation shall be effected by the submission of information by the Contractor, by monitoring site visits, or by other means appropriate to the project.
- 3.4 All records pertaining to this contract, including but not limited to financial, statistical, property and programmatic records shall be retained for five (5) years from ending date of the County's fiscal year (October 1 through September 30) in which this contract is paid in full, expired or terminated. All records that are subject to audit findings shall be retained for five (5) 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.
- 3.5 The Contractor shall at any time during normal business hours and as often as the 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.

4. Reporting

- 4.1 Contractor shall provide to the Community Revitalization Division 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.
- 4.2 Contractor shall furnish Community Revitalization Division with all additional information, records, reports and data as may be required by the State and/or HUD and/or the County.
- 4.3 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.
- 4.4 Audit report shall be submitted to the Community Revitalization Division 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 Division agree to a longer period in advance.
- 4.5 Contractor shall be responsible for the costs associated with this audit. Contractor shall submit any additional documentation requested by the County to substantiate compliance to this provision if necessary.

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT
CONTRACT # 134-0289-P(KF), Administration Of Housing Programs For Pinellas County

1. GENERAL REQUIREMENTS:

- 1.1 All requests for payment must be made on a "Request for Reimbursement" form which will be provided to Contractor by the Community Revitalization Division. With each request for payment of fees, Contractor must include a printed invoice copy with original signatures.
- 1.2 All requests must be approved by the County, through the Community Revitalization Division, prior to payment. Any allowable fees passed to applicants by Contractor, such as credit reports and/or recording fees must be supported with documentation to substantiate the actual costs incurred by Contractor and such documentation must be included in the applicant's file when submitted to Division for approval.
- 1.3 Upon approval of a loan application package, the Community Revitalization Division shall distribute funds for loan closings or authorize reimbursement to Contractor.
- 1.4 The Community Revitalization Division shall pay the awarded Contractor a fee for each successfully completed loan processed and managed.
- 1.5 Fees and financing for loans shall be provided from a pool of funds reserved by the Community Revitalization Division.
- 1.6 The sources of funding from the County for payment of services performed under this Agreement are a grant provided to the 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.
- 1.7 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 County shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant.
- 1.8 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 County.
- 1.9 The Community Revitalization Division or County may disapprove requests for payments that are not consistent with the terms of the contract.
- 1.10 Division 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 County assumes no liability or responsibility for loans processed or invoices delivered after the pool of funds is depleted.

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT
CONTRACT # 134-0289-P(KF), Administration Of Housing Programs For Pinellas County

2. FEE SCHEDULE

- 2.1 **Home Repair Loan Program / Single Family Rehabilitation Loans**: Fees for each loan package submitted by the Contractor and approved by the Division shall be the greater of fifteen percent (15%) of the rehabilitation contract amount or \$1,200.00 (One Thousand and Two Hundred Dollars).
- 2.2 **Down Payment Assistance Program / Purchase Assistance Loans**: Fees for each stand along loan package submitted by the Contractor and approved by Division shall be a flat fee of \$800.00 (Eight Hundred Dollars).
- 2.3 **Independent Living Program / Handicap Accessibility Grants**: Fees for each loan package submitted by the Contractor and approved by Division shall be a flat fee of \$1,000.00 (One Thousand Dollars).

EXHIBIT C
COMPENSATION AND METHOD OF PAYMENT
CONTRACT # 134-0289-P(KF), Administration Of Housing Programs For Pinellas County

1. The Contracted vendor 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. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).**
2. No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate 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 of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.
3. All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
4. If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.
5. Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
7. Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
8. Each insurance policy shall include the following terms and/or conditions in the policy:
 - (1) The Named Insured on the Certificate of Insurance 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) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).

9. The insurance requirements 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:

(A) Workers' Compensation Insurance

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

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

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

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

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

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

Limits:	
Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

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

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

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this _____ day of _____, 20____ ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Clearwater Neighborhood Housing Services, Inc. (CNHS), Clearwater, Florida ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to RFP 134-0289-P ("RFP") for Administration of Housing Programs for Pinellas County services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County 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. "County Confidential Information" means any County 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 a Business Associate Agreement, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor 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 County in breach of the Agreement; (ii) becomes available to the County 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 County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, 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 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 labor, materials, 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 County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, 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 County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, 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 the Contract Administrator.

C. Additional Services. From the Effective Date and for the duration of the project, the County 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 County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County 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 County. 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 County 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 County, 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 October 1, 2014 and shall remain in full force and effect through September 30, 2016, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The Parties may extend the term of this Agreement for one (1) additional twenty four (24) month period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County 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 County'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. Compensation. The County agrees to pay the Contractor the not-to-exceed sum of \$ 800,000.00 for Services completed and accepted as provided in Section 15 herein, if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit B, payable upon submittal of an invoice as required herein.

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

D. Taxes. Contractor acknowledges that the County 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 County. Invoices shall be submitted to the designated person as set out in Section 18 herein.

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 County may dispute any payments invoiced by Contractor in accordance with the County'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 County's Dispute Resolution Process. 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.

6. Personnel.

A. 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.

B. Approval and Replacement of Personnel. The County 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 County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, 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 County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, 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 County.

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 County 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 County. 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 County 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 County.

B. County Default Provisions and Remedies of Contractor.

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

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

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County 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 County 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. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County 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 County 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 County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County 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 County, 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 County 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 County'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 County 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 County, 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.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) 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, County 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 licenses, 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, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA, health and the environment, and privacy of medical records or information as applicable to this contract.

12. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

13. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit C, 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 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; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. Liability. Neither the County 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 County 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 County 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 County 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 County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County 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 County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County 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 County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, 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 County 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 County, 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 County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. 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. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

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 County. The Contractor shall provide written notice to the County 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 County 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 County 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.

17. 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.

18. 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 County:

Attn: Toni Rubino
Health and Human Services
Community Revitalization
600 Cleveland Street, Suite # 800
Clearwater, Florida 33755

For Contractor:

Attn: Clearwater Neighborhood Housing
Services, Inc. (CNHS)
608 N. Garden Ave.
Clearwater, Florida 33755

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

19. 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 County 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 County 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.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including training and promotional materials, and other 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 County's property when completed and accepted, if acceptance is required in this Agreement, and the County 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 County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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, FLORIDA
by and through its Board of County Commissioners

CONTRACTOR
Clearwater Neighborhood Housing Services, Inc. (CNHS)

By: _____

Commission Chair

By: _____

Name: _____

Title: _____

ATTEST:
KEN BURKE, CLERK OF COURT

By: _____

Deputy Clerk

APPROVED AS TO FORM

By: _____

Office of the County Attorney

EXHIBIT A
SCOPE OF WORK
CONTRACT # 134-0289-P(KF), Administration Of Housing Programs For Pinellas County

1. General Requirements

- 1.1 The Contractor shall process purchase assistance loans, handicap accessibility grants and single-family rehabilitation loans for the Division's owner-occupied housing rehabilitation and down payment assistance programs.

The ***Home Repair Loan Program*** offered by the Pinellas County Community Revitalization Division assists homeowners under 80% of the area median income within unincorporated Pinellas County with up to \$20,000.00 in rehabilitation funds. The loan is available at 0% interest with flexible payback terms.

The ***Independent Living Program*** is up to \$4,000.00 in grant funds available to disabled homeowners in need of accessibility upgrades in their home.

The ***Down Payment Assistance Program*** offers up to a \$10,000.00 loan at 0% interest deferred for 5-years to help cover down payment and closing cost expenses associated with purchasing a home.

- 1.2 Interested program applicants will be referred to the awarded Contractors on a rotating basis by the Community Revitalization Division. Additionally, Contractors will market the housing programs to receive direct contacts.
- 1.3 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.
- 1.4 Contractor shall adhere to Division's program descriptions, processing and underwriting guidelines, rehabilitation standards and all relevant materials for each program.
- 1.5 Contractor is required to store all documentation furnished by the client in a secure location to avoid any breach of privacy.
- 1.6 The Community Revitalization Division shall provide all necessary loan terms and guidelines for its programs.
- 1.7 Contractor is responsible for providing personnel competent to handle mortgage lending, customer service, and construction management.
- 1.8 Any news release or other type of publicity pertaining to this contract must recognize Pinellas County as the funding source and as the sponsor of the program.
- 1.9 Contractor shall execute the scope of work in accordance with specified programmatic guidelines provided by the County and mandated by the associated funding source requirements.
- 1.10 All activities funded through this contract must be approved by the Community Revitalization Division prior to commitment of funds by the Contractor.

- 1.11 In the administration of County housing programs, the Contractor or any contractor 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.
- 1.12 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.

2. Service Requirements

- 2.1 Contractors will qualify applicants and properties in the origination, underwriting, and packaging of loans.
- 2.2 Contractors will submit completed loan application packages to the Community Revitalization Division for approval and finalize loan packages upon approval by the Division.
- 2.3 Duties to be performed associated with housing rehabilitation programs include; but are not limited to, cost estimates, feasibility assessments, work write-ups, contractor bids, work progress inspections, draw requests; and the oversight of initial dispute mediation between applicants and contractors, if necessary. The client can select the contractor of their choice. The contractor selected must be licensed (including, but not limited to, the requirements of the State or the Pinellas County Construction Licensing Board), insured, and not on HUD's debarred list.
- 2.4 Contractor shall perform community outreach and marketing pertaining to the County housing programs.
- 2.5 Contractor shall maintain records of applicants and applications currently being processed or previously processed, and the ability to report associated pertinent data upon request to the County.
- 2.6 Contractor shall participate in Community Revitalization Division sponsored trainings regarding specific program policies and procedures pertaining to County housing programs and the associated funding source.
- 2.7 Contractor shall carry out activities necessary to support the housing services including marketing, promotions and advertisement, accepting applications, tracking applicant progress, and seeking community support.
- 2.8 Contractor shall NOT charge applicants a fee for closing, loan processing, review, or income certification.
- 2.9 Any fees passed to applicants by Contractor, such as credit reports and/or recording fees must be supported with documentation to substantiate the actual costs incurred by Contractor and such documentation must be included in the applicant's file when submitted to Community Revitalization Division for approval.

- 2.10 Any fees incurred by the client while participating in the Contractor's program must be fully disclosed to the client during the initial orientation. All fees for which the Contractor will request reimbursement from the client must be approved in advance by the Contract Manager. Contractor will provide a receipt to the client for each payment made.
- 2.11 Upon completion of all activities for each loan, Contractor shall submit the completed file to the Community Revitalization Division.

3. Performance Measures and Monitoring

- 3.1 The successful performance of the vendor will be gauged by a margin of error not to exceed 2% of the files submitted by the vendor 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 County. Vendor performance success will be evaluated at the end of every fiscal year and will determine whether the contract is extended to the next fiscal year or not.
- 3.2 In the event of default, lack of compliance or failure to perform on the part of the Contractor, the County 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 Vendor of deficiency and advising vendor that more serious sanctions may be taken if situation is not remedied, advise Vendor to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise Vendor to reimburse County for amount of costs incurred for any items determined to be ineligible.
- 3.3 The Community Revitalization Division shall have the right to monitor and evaluate all aspects of activities carried out by the Contractor. Such evaluation shall be effected by the submission of information by the Contractor, by monitoring site visits, or by other means appropriate to the project.
- 3.4 All records pertaining to this contract, including but not limited to financial, statistical, property and programmatic records shall be retained for five (5) years from ending date of the County's fiscal year (October 1 through September 30) in which this contract is paid in full, expired or terminated. All records that are subject to audit findings shall be retained for five (5) 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.
- 3.5 The Contractor shall at any time during normal business hours and as often as the 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.

4. Reporting

- 4.1 Contractor shall provide to the Community Revitalization Division 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.
- 4.2 Contractor shall furnish Community Revitalization Division with all additional information, records, reports and data as may be required by the State and/or HUD and/or the County.
- 4.3 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.
- 4.4 Audit report shall be submitted to the Community Revitalization Division 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 Division agree to a longer period in advance.
- 4.5 Contractor shall be responsible for the costs associated with this audit. Contractor shall submit any additional documentation requested by the County to substantiate compliance to this provision if necessary.

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT
CONTRACT # 134-0289-P(KF), Administration Of Housing Programs For Pinellas County

1. GENERAL REQUIREMENTS:

- 1.1 All requests for payment must be made on a "Request for Reimbursement" form which will be provided to Contractor by the Community Revitalization Division. With each request for payment of fees, Contractor must include a printed invoice copy with original signatures.
- 1.2 All requests must be approved by the County, through the Community Revitalization Division, prior to payment. Any allowable fees passed to applicants by Contractor, such as credit reports and/or recording fees must be supported with documentation to substantiate the actual costs incurred by Contractor and such documentation must be included in the applicant's file when submitted to Division for approval.
- 1.3 Upon approval of a loan application package, the Community Revitalization Division shall distribute funds for loan closings or authorize reimbursement to Contractor.
- 1.4 The Community Revitalization Division shall pay the awarded Contractor a fee for each successfully completed loan processed and managed.
- 1.5 Fees and financing for loans shall be provided from a pool of funds reserved by the Community Revitalization Division.
- 1.6 The sources of funding from the County for payment of services performed under this Agreement are a grant provided to the 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.
- 1.7 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 County shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant.
- 1.8 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 County.
- 1.9 The Community Revitalization Division or County may disapprove requests for payments that are not consistent with the terms of the contract.
- 1.10 Division 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 County assumes no liability or responsibility for loans processed or invoices delivered after the pool of funds is depleted.

EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT
CONTRACT # 134-0289-P(KF), Administration Of Housing Programs For Pinellas County

2. FEE SCHEDULE

- 2.1 **Home Repair Loan Program / Single Family Rehabilitation Loans**: Fees for each loan package submitted by the Contractor and approved by the Division shall be the greater of fifteen percent (15%) of the rehabilitation contract amount or \$1,200.00 (One Thousand and Two Hundred Dollars).
- 2.2 **Down Payment Assistance Program / Purchase Assistance Loans**: Fees for each stand along loan package submitted by the Contractor and approved by Division shall be a flat fee of \$800.00 (Eight Hundred Dollars).
- 2.3 **Independent Living Program / Handicap Accessibility Grants**: Fees for each loan package submitted by the Contractor and approved by Division shall be a flat fee of \$1,000.00 (One Thousand Dollars).

EXHIBIT C
COMPENSATION AND METHOD OF PAYMENT
CONTRACT # 134-0289-P(KF), Administration Of Housing Programs For Pinellas County

1. The Contracted vendor 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. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).**
2. No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate 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 of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.
3. All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
4. If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.
5. Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
7. Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
8. Each insurance policy shall include the following terms and/or conditions in the policy:
 - (1) The Named Insured on the Certificate of Insurance 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) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).

9. The insurance requirements 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:

(A) Workers' Compensation Insurance

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

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

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

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

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

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

Limits:	
Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

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

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

PINELLAS COUNTY RANKING

RFP TITLE: Request for Qualifications: Administrator of Housing Programs for Pinellas County
RFP #: 134-0289-P (KF)

Company Name	Point Total	Ranking
Tampa Bay Community Development Corporation	900.00	1
Clearwater Neighborhood Housing Services, Inc.	889.50	2
Bright Community Trust, Inc.	674.50	3
Housing Services Consulting Group, LLC	482.50	4