

CDBG Program Funding Agreement

AN AGREEMENT BETWEEN HILLSBOROUGH COUNTY, FLORIDA AND _____, A FLORIDA NONPROFIT CORPORATION, TO FUND COSTS FOR AN OWNER OCCUPIED HOUSING REHABILITATION PROGRAM UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$ _____.

THIS AGREEMENT, hereinafter referred to as the “Agreement,” entered into in Tampa, Florida on _____, 20____, by and between Hillsborough County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the “County”, the address of which is Hillsborough County Center, 601 East Kennedy Boulevard, Tampa, Florida, 33602, and _____, a Florida non-profit corporation, hereinafter referred to as the “Subrecipient”, the address of which is _____.

WHEREAS, the County has made application and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as “HUD”, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, hereinafter referred to as the “Act”, and 24 CFR § Part 570, hereinafter referred to as the “Regulations”; and

WHEREAS, pursuant to that application, the County is undertaking certain activities to develop and sustain viable communities, to provide decent housing, a suitable living environment and to expand economic development opportunities principally for persons and households of low and moderate income, as fully described in the Consolidated Planning Document, hereinafter referred to as the “CPD” and the Community Development Block Grant Program, hereinafter referred to as “CDBG”; and

WHEREAS, in pursuit of its goals and pursuant to that application, the County desires to enter into an agreement with the Subrecipient to provide funds for housing rehabilitation under the provisions of a grant from HUD using CDBG funds to make improvements to owner occupied housing hereinafter referred to as the “Program”; and

WHEREAS, the provision of funds for owner occupied housing rehabilitation is an eligible activity for which CDBG funds may be used pursuant to 24 CFR § 570.202 and meets a national objective of benefiting low and moderate income persons.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

The following attached documents are hereby incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Request for Payment
Exhibit C	Insurance Requirements
Exhibit D	Quarterly Reporting
Exhibit E	Equal Opportunity Clause
Exhibit F	Housing Rehabilitation Case Summary Form

Exhibit G	Rehabilitation Construction Work Contract
Exhibit H	Rehabilitation Tracking Sheet
Exhibit I	Homeowner's Loan Agreement
Exhibit J	Resident Income Certification Form
Exhibit K	Federally Required Subaward Award Information* [<i>will be provided</i>]
Exhibit L	Federal Award Information* [<i>will be provided</i>]
Schedule 1	Deferred Mortgage
Schedule 2	Promissory Note

The parties are bound by the attached documents as if the text of these documents were written verbatim into this Agreement. The Agreement and the attached documents are intended to supplement and complement each other and shall, where possible, be so interpreted.

ARTICLE I. SCOPE OF SERVICE

The Subrecipient shall carry out, or cause to be carried out, the scope of work, budget, and schedule described in **Exhibit "A"**, attached hereto and made part hereof.

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the County.

- A. All work shall be completed in compliance with all applicable Hillsborough County Codes and Ordinances and in a satisfactory and proper manner as determined by the County. Such services shall be performed, except as otherwise stated herein, by persons or instrumentalities solely under the domain and control of the Subrecipient.
- B. The Subrecipient shall comply with such other terms and conditions, including record keeping and reports for program monitoring and evaluation purposes, as may be established by the County or by HUD for the purposes of carrying out the Program in an effective and efficient manner.
- C. The Subrecipient has primary responsibility to market the Program. The Subrecipient will affirmatively market the Program without regard to race, color, national origin, sex, religion, familial status, marital status, gender identity or expression or disability. The Subrecipient agrees, in soliciting participants, to do the following:
 - 1) Use the Equal Housing Opportunity logo in all advertising;
 - 2) Display a Fair Housing poster in the Subrecipient's office;
 - 3) Where appropriate, advertise, use media, including minority outlets, likely to reach persons least likely to apply for the program;

- 4) Maintain files of Subrecipient's affirmative marketing activities for five (5) years and provide access thereto to County staff;
 - 5) Verify all information concerning the applicant, or family members, which may be obtained from any source by the Subrecipient or its assignees or designees.
- D. The Subrecipient shall comply with all HUD project requirements as it relates to the maximum per-unit subsidy amount.
- E. The Subrecipient shall maintain such records and accounts as required by HUD and the Regulations, including: program records; project records; financial records; program administration records; equal opportunity and fair housing records; affirmative marketing and MBE/WBE records; records demonstrating compliance with the income determination requirements of 24 CFR Part 570; recordkeeping requirements of 24 CFR § 570.506; environmental review requirements of 24 CFR Part 58; records demonstrating compliance with the requirements of 24 CFR Part 570 regarding displacement, relocation and real property acquisitions; records demonstrating compliance with the labor requirements of Davis Bacon and Related Acts; records demonstrating compliance with the lead-based paint requirements of 24 CFR § 570.608; records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR § 570.611; debarment and suspension certifications required by 24 CFR Parts 570 and 91; and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all CDBG funds.

ARTICLE II. PERIOD OF AGREEMENT AND EFFECTIVE DATE

This Agreement shall commence on January 1, 2017, and shall remain in full force and effect until October 15, 2018. The funding for this project shall be expended by September 30, 2018.

ARTICLE III. CONSIDERATION AND PAYMENT

For its performance under this Agreement, the Subrecipient will receive Federal FY 16 CDBG funds from the County in an amount not to exceed _____ Dollars (\$_____), hereinafter referred to as "CDBG Funds". Payment for services shall be limited to the scope described in **Exhibit "A"**.

ARTICLE IV. CANCELLATION OF AGREEMENT

Except as otherwise provided herein, this Agreement may be cancelled by either party for

convenience in accordance with the provisions in Appendix II to 2 CFR Part 200 and 2 CFR § 200.339-.340. Either party will be required to provide thirty (30) days advance written notice to the other at its address as herein specified.

ARTICLE V. DEFAULT AND TERMINATION FOR NON-PERFORMANCE

A default shall consist of any use of CDBG Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision of any Article herein, any material breach of the Agreement, failure to comply with the audit requirements as provided in Article XVI herein, or failure to expend CDBG Funds in a timely or proper manner.

Upon the occurrence of any such default, the County shall serve due notice to the Subrecipient, at which time the Subrecipient shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) business days from receipt by the Subrecipient of the County's written notice of such default, hereinafter referred to as the "Cure Period". If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):

- (a) Upon a written request from Subrecipient setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or,
- (b) Terminate this Agreement by written notice thereof pursuant to 2 CFR §200.340; or,
- (c) Take such other action as provided in 2 CFR 200.338, including but not limited to: temporarily withholding cash payments pending correction of the deficiency by the Subrecipient; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Subrecipient's Program; withhold further awards for the Program or take other remedies that may be legally available. The enforcement remedies identified in this Article, including suspension and termination, do not preclude the Subrecipient from being subject to "Debarment and Suspension" under 2 CFR part 180.

Costs resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if:

- (a) The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
- (b) The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

Consistent with Article XXXIII herein, no delay or omission by County and/or HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Subrecipient default.

ARTICLE VI. ADDITIONAL RIGHTS AND REMEDIES

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE VII. FISCAL NON-FUNDING CLAUSE

This Agreement is subject to funding availability. In the event sufficient funds to fund this Agreement become reduced or unavailable, the County shall notify the Subrecipient of such occurrence, and the County may terminate this Agreement, without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Subrecipient. The County shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the County shall notify the Subrecipient of such occurrence and the County may terminate this Agreement without penalty or expense to the County, upon no less than twenty-four (24) hours written notice to the Subrecipient.

This Agreement shall not be or constitute a general obligation or indebtedness within the meaning of the Constitution of the State of Florida. The Subrecipient shall not have the right to compel the exercise of the ad valorem taxing power or the use of tax revenues of the County to pay such obligations.

ARTICLE VIII. ASSIGNMENT

The Subrecipient shall not assign this Agreement or any part hereof without the prior written consent of the County.

ARTICLE IX. COMPLIANCE WITH APPLICABLE LAWS

The Subrecipient shall comply with all applicable laws, orders, and codes of the federal, state and local governments as they pertain to this Agreement, including, but not limited to, the requirements of 2 CFR Part 200. Subrecipient shall also assist the County in complying with all applicable terms and conditions under Title I of the Housing and Community Development Act of 1974 (PL 93-383), the Health Insurance Portability and Accountability Act ("HIPAA") (42 USC §1320d) and 24 CFR Part 570, for the Community Development Block Grant (CDBG) Entitlement Program including but not limited to, subpart K of the regulations, except for the County's environmental responsibilities described in 24 CFR § 570.604 and the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52, all of which are incorporated herein and made a part of this Agreement by reference. The Subrecipient and its contractors and subcontractors, where applicable, shall comply with Section 3 of the Housing and Urban Development Act of 1968, incorporated herein by reference and made a part hereof, with regard to all its requirements including wage rates paid pursuant to or as a result of this Agreement. The Subrecipient also agrees to comply with the uniform administrative requirements contained in 24 CFR § 570.502.

Subrecipient shall likewise comply with all applicable procedures as set forth in the Hillsborough County Affordable Housing Services Policy and Procedures Manual, incorporated

herein and by reference made a part hereof.

ARTICLE X. EQUAL OPPORTUNITY CLAUSE

The Subrecipient agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances and Executive Orders prohibiting and/or relating to discrimination, including but not limited to the statutes, orders and regulations set forth in **Exhibit “E,”** as applicable, and the provisions of this Article, as applicable.

When expending CDBG Funds, the Subrecipient shall, within the eligible population, comply with the following requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial status and handicap:

- A. Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and implementing regulations in 24 CFR Part 1, together with section 109 of the Act (24 CFR § 570.602) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this Agreement.
- B. Minority and Women's Business Enterprises.** The requirements of Executive Orders 11625, 12432, 12138 and 24 CFR § 85.36(e) apply under this part. Consistent with HUD's responsibilities under these Orders and with the County's Administrative Policy 06-08, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- C. Nondiscrimination in Housing.** The Subrecipient certifies that in accordance with the provisions of Chapter 760, Part II, Florida Statutes, as amended, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.
- D. Equal Access to HUD-Assisted Housing.** 24 CFR§ 5.105(a)(2), which provides that all housing assisted by HUD shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status.
- E. Hillsborough County Human Rights Ordinance.** Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expressions, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

ARTICLE XI. CONFLICT OF INTEREST

The Subrecipient guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

The Subrecipient agrees that no member of the governing body of the locality in which the Subrecipient is situated, no other public official of such locality or localities, and no person,

unless expressly permitted by the State, who is an employee, agent consultant, officer, or elected or appointed official of the Subrecipient, and who exercises or has exercised any functions or responsibilities with respect to the State Housing Initiatives Partnership, hereinafter referred to as “SHIP”, HOME Investment Partnerships, hereinafter referred to as “HOME”, or CDBG Program assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the SHIP, HOME or CDBG assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

The Subrecipient agrees that the code of conduct provisions in 2 CFR § 200.317-200.320 shall apply to the procurement of supplies, equipment, construction and services. In all cases not governed by 2 CFR § 200.317-.320, the provisions of 24 CFR § 570.611 shall apply.

The Subrecipient represents that it presently has no interest, and shall not acquire such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of the scope of service required hereunder.

Without receiving prior written authorization by the County, the Subrecipient shall not, (i) retain any individual or company with whom the Subrecipient or any individual member thereof has a financial or other conflict of interest; nor (ii) in fulfillment of this Agreement, do business with a for-profit entity in which the Subrecipient or any individual member has a financial or other interest therein.

The Subrecipient warrants to the County that no gifts or gratuities have been or will be given to any County employee or agent, directly or indirectly, to obtain this Agreement.

ARTICLE XII. PROJECT PUBLICITY

Pursuant to BOCC Policy No. 10.04.00.00, the Subrecipient shall recognize the Hillsborough County Board of County Commissioners for its contribution in promotional material and at any events or workshops for which funds from this Agreement are allocated. Any news release or other type of publicity pertaining to the scope of work performed pursuant to this Agreement must recognize the County as a sponsor, funded by HUD. In written materials, the reference of the Board of County Commissioners must appear in the same size letters and font type as the name of any other funding sources. The Subrecipient shall in no way use any statements, whether written or oral, made by the County’s employees to market, sell, promote or highlight the Subrecipient and/or the Subrecipient’s product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Subrecipient shall not use subjective or perceived interpretations, even if factual, regarding the County’s opinion of the Subrecipient’s performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Subrecipient and/or the Subrecipient’s product(s) and/or service(s). This does not prevent the Subrecipient from including the County on its client lists and/or listing or using the County as a reference.

ARTICLE XIII. POLITICAL ENDORSEMENT PROHIBITION

Pursuant to BOCC Policy No. 02.12.00.00, the Subrecipient shall not engage in political activities that promote or oppose specific candidates.

ARTICLE XIV. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provide in Section 287.017, Florida Statutes, as amended, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offeror or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer, proposal or reply.

The Subrecipient shall not make a contract award using grant funds with a contractor debarred or suspended as set forth in 2 CFR Part 200, Appendix III, section (H).

ARTICLE XV. MAINTENANCE OF RECORDS

The Subrecipient shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, subcontracts, proof of required insurance, and any other records related to or resulting from the activities performed under this Agreement to assure a proper accounting and monitoring of all CDBG Funds. In the event the County determines that such records are not being adequately maintained by the Subrecipient, the County may cancel this Agreement in accordance with Articles IV and V herein.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County, HUD, representatives of the Comptroller General of the United States or other federal agency may require. Subrecipient will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. The Subrecipient shall retain all records and supporting documentation applicable to this Agreement for inspection for five (5) years after receipt of final payment from the County. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention

period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later. The retention period starts from the date of the County's submission of the Consolidated Annual Performance and Evaluation Report (CAPER), as prescribed in 24 CFR § 91.520, in which the activities as described in **Exhibit "A"** are reported on for the final time rather than from the date of submission of the final expenditure report for the award.

This Article shall survive the expiration or earlier termination of this Agreement for a period of not less than five (5) years after the expiration of this Agreement or receipt of final payment from the County, whichever is longer.

ARTICLE XVI. AUDIT REQUIREMENTS

The Subrecipient is subject to the audit requirements contained in 2 CFR Part 200, Subpart F, hereinafter collectively referred to as the "Federal Audit Requirements", which may require the Subrecipient to obtain an audit as set forth therein. In the event, that during the period of this Agreement, the Subrecipient expends more than \$750,000.00 in federal funds in an operating year from this and other federal grants, the Subrecipient shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed, and a copy furnished to the County, within the earlier of thirty (30) days after receipt of the auditor's report(s), unless a longer period is agreed to in advance by the County. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Subrecipient's fiscal year. The determination of when CDBG Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with 2 CFR § Part 200, Subpart F, which is made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to the County of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the County has notified the Subrecipient of such non-compliance. Said reimbursement shall not preclude the County from taking any other action as provided in Article V herein.

If expenditure does not exceed \$750,000.00 during an operating year, the Subrecipient shall submit to the County within one hundred eighty (180) days after the end of the Subrecipient's fiscal year, and otherwise upon request by the County, audited financial statements, which must comply with Generally Accepted Accounting Principles (GAAP), covering the entire Term of this Agreement. If the Subrecipient fails to provide its audited financial statements within the one hundred eighty (180) day time period referenced above, then, the Subrecipient shall be in default hereunder. Notwithstanding the foregoing, the County may grant the Subrecipient an extension of the one hundred eighty (180) day time period to provide its audited financials, but such extension shall be solely at the County's discretion.

ARTICLE XVII. EVALUATION

The Subrecipient agrees that the County shall be responsible for monitoring and evaluating all aspects of the services provided under this Agreement. The County shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the County, HUD, or the State of Florida to accomplish this obligation, subject to state and federal confidentiality requirements.

In order to properly monitor and evaluate the Subrecipient's performance under this Agreement, the County shall make on-site inspections as often as it deems necessary. Further, the Subrecipient shall submit an activity report with each reimbursement request which details the progress made to date toward the completion of the activities authorized under **Exhibit "A"**. Failure by the Subrecipient to assist the County in its monitoring and evaluation efforts, including allowing the County to conduct the on-site inspections and have access to the Subrecipient's records, and/or failure to submit the activity reports, as required, shall result in the imposition of sanctions as specified in Article V herein.

ARTICLE XVIII. DRUG FREE WORKPLACE

The Subrecipient shall assure the County that it will administer, in good faith, a policy designed to ensure that the Subrecipient is free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE XIX. ENVIRONMENTAL REVIEW

The Subrecipient further agrees that it shall supply the County, when applicable, with all available, relevant information necessary for the County to perform any required environmental review pursuant to HUD regulations at 24 CFR Part 58, as amended.

Each rehabilitation project is required to have an environmental review performed. **No reimbursement will be provided for any work performed prior to an environmental review being completed for that project.**

ARTICLE XX. NEGATION OF AGENT OR EMPLOYEE STATUS

The Subrecipient shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the Subrecipient or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary or subagent of the Subrecipient to be a representative, agent, subagent, or employee of the County.

The Subrecipient certifies its understanding that the County is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to this insurance or taxes of the Subrecipient and assistant(s) of the Subrecipient.

In no event shall any provision of this Agreement make the County or any political subdivision of the State of Florida liable to any person or entity that contracts with or provides goods or services to the Subrecipient in connection with the services the Subrecipient has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or

entity against the Subrecipient. There is no contractual relationship, either express or implied, between the County or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to the Subrecipient as a result of the provisions of the services provided by the Subrecipient hereunder or otherwise.

ARTICLE XXI. INDEPENDENT CONTRACTORS/THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the County and the Subrecipient. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. The Subrecipient acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of the County.

ARTICLE XXII. INDEMNIFICATION

To the extent allowable by applicable laws, the Subrecipient shall indemnify, hold harmless, and defend the County and the Hillsborough County Board of County Commissioners, and the respective agents and employees of the County and the Hillsborough County Board of County Commissioners, hereinafter collectively referred to as the "Indemnified Parties", from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the Subrecipient, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. Except as indicated otherwise herein, the extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of the Subrecipient, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Subrecipient or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this Article shall survive the termination of this Agreement. However, nothing contained herein shall be construed to waive, alter or modify the protections and/or limitations of sovereign immunity to which Subrecipient is entitled, as set forth in Section 768.28, Florida Statutes, as may be amended.

ARTICLE XXIII. INSURANCE

The Subrecipient shall procure and maintain throughout the Term of this Agreement on behalf of itself and the County, the insurance specified on, and as required by **Exhibit "C"** attached hereto and incorporated by reference herein, and as stated below. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

The Subrecipient shall ensure that the County and its Board of County Commissioners are named as additional insured parties as to the actions of the Subrecipient, its employees, agents, assigns, and subcontractors, performing or providing materials and/or services to the Subrecipient during the performance of this Agreement, on (i) all auto liability policies and general liability policies required to be obtained by the Subrecipient pursuant to this Agreement, and (ii) all

other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy must provide thirty (30) days prior written notice to the County of any cancellation, intent not to renew, or reduction in the policy coverage.

ARTICLE XXIV. RECAPTURE OF GRANT FUNDS

In the event that the Subrecipient receives Program Income, as defined in 24 CFR § 570.500 and 2 CFR §200.80 and §200.307, for the services rendered hereunder, the Subrecipient, in accordance with 24 CFR §570.503(b) (3) and 24 CFR §570.504(c), will remit all Program Income balances to the County.

ARTICLE XXV. REVERSION OF ASSETS

Within thirty (30) days following the expiration or termination of this Agreement, Subrecipient shall transfer to the County any CDBG Funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG Funds.

ARTICLE XXVI. ACCESS TO RECORDS

If applicable, the Subrecipient shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the Subrecipient in connection with this Agreement.

ARTICLE XXVII. SURVIVABILITY/SEVERABILITY

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

In the event any section, sentence, clause or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE XXVIII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE XXIX. GOVERNING LAWS

Each party covenants and agrees that any and all legal actions arising out of or connected with this Agreement shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Agreement is entered into within, and with reference to the internal laws of, the State

of Florida, and shall be governed, construed and applied in accordance with the internal laws of the State of Florida.

ARTICLE XXX. AUTHORIZATION

Each party represents to the other that such party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed this Agreement are duly authorized and empowered to do so.

ARTICLE XXXI. NOTICE AND GENERAL CONDITIONS

All notices which may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

Hillsborough County
Director
Affordable Housing Services
601 E. Kennedy Blvd 24th Floor
Tampa, Florida 33602

[insert Subrecipient contact information]

ARTICLE XXXII. TERMS

Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation.

ARTICLE XXXIII. ESTOPPEL/WAIVER

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE XXXIV. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

ARTICLE XXXV. MERGER AND MODIFICATIONS

This Agreement together with the Exhibits embodies the entire Agreement and understanding

between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the County and the Subrecipient expressly for that purpose.

ARTICLE XXXVI. ELECTRONIC SIGNATURES AUTHORIZED

The parties agree that this Agreement and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

IN WITNESS HERETO, the parties herein have caused this Agreement to be executed at the place and on the day specified hereinabove.

COUNTY:

**ATTEST:
PAT FRANK
CLERK OF THE CIRCUIT COURT**

**HILLSBOROUGH COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: _____
Nancy Y. Takemori
Senior Assistant County Attorney

SUBRECIPIENT:

Signed, sealed and delivered
in the presence of:

Witness Signature

Name printed or typed

Witness Signature

Name typed or printed

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____ (Name and title of officer
or agent) of _____ (Name of corporation acknowledging) a
(State or place of incorporation) corporation. On behalf of the corporation, pursuant to the
powers conferred upon said officer or agent by the corporation he/she personally appeared before
me at the time of notarization, and is personally known to me or has produced _____
as identification.

Witness my hand and official seal the date aforesaid,

Notary Public, State of Florida at Large

Notary: Print or Type Name

My Commission Expires

**EXHIBIT “A”
SCOPE OF SERVICES**

FY 2016

Section I. SERVICES TO BE RENDERED BY SUBRECIPIENT

Housing modification for homeowners is an eligible CDBG activity under 24 CFR § 570.202(a). The purpose of the housing modification activity is to allow eligible homeowners to continue living safely in their own homes and remain independent for as long as possible. Conducting modifications to homes contributes to the preservation of Hillsborough County’s housing stock.

All participants receiving CDBG assistance under this Agreement shall have incomes that do not exceed 80% of the Area Median Income (AMI) as defined by HUD, adjusted for family size. Funding under this Agreement shall provide for home modifications that include but are not limited to carpentry repairs, handicap modifications, plumbing repairs, roof repairs and repairs to bring the property into compliance with applicable local property maintenance and building codes.

NOTE: Mobile homes are not eligible under this program.

This rehabilitation program shall offer assistance through a deferred payment loan. The maximum award for rehabilitation activities shall be \$45,000 per property assisted. The deferred loan will be at zero percent (0%) interest and it will be provided on a tiered format with the period of affordability determined by the amount of financial assistance. All soft costs and management fees will be in the form of a grant as described later in this section. The loans will be forgiven based upon the period of affordability as outlined below:

Assistance	Affordability Period	Portion Forgiven Each Year
<\$15,000	5 years	1/5 th
\$15-\$40,000	10 years	1/10 th
>\$40,000	15 years	1/15 th

Program Participants must enter into a Homeowners Loan Agreement (Exhibit “I”) which shall be prepared by the Subrecipient, and shall be executed by the County and the Program Participant. This agreement defines the parameters of the CDBG program, and provides a deferred payment mortgage and a promissory note, which will be recorded with the Clerk of the Circuit Court of Hillsborough County. The deferred payment mortgages will accrue zero (0%) interest and be held for a term of either five (5) ten (10) or (15) years depending on the affordability period as outlined above.

The components of the Subrecipient’s rehabilitation program shall include determining participant eligibility, property eligibility, and property standards, entering into an agreement with the

property owner, determining eligible costs, contractor selection and entry into a work contract with the property owner and the contractor (**Exhibit G**), construction management, preparing the homeowner's loan agreement, mortgage and note, closing the loan, and project recordkeeping. These procedures must be documented in the case files for each unit assisted.

Households assisted must be owner occupied, and have income lower than 80% of Area Median Income for family size, as defined by HUD. **The maximum amount of CDBG funds that may be invested to rehabilitate a home shall not exceed 50% of the appraised value of the subject property.** The home value after rehabilitation shall not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located.

A contract between the homeowner and the Subrecipient, to be prepared by Subrecipient, will be required to evidence approval of the scope of work and approved budget, and certification that the structure is owner occupied. Whenever possible, rehabilitation work shall conform to Green Housing Standards.

Program delivery costs associated with the processing and finalization of assistance may be paid to the Subrecipient with CDBG funds but may not be included as part of the financial assistance or incorporated into the mortgage and promissory note. Program delivery costs may include staff time, marketing and outreach, application intake and review, underwriting credit reports, surveys, **loan closing costs** and other delivery costs of case management. These costs will be tracked to each case file being processed by the County and may not exceed the program maximum funding limit per the Request for Applications solicitation and award.

The Subrecipient shall coordinate with the Affordable Housing Services, hereinafter referred to as "AHS", to ensure that the Program Participants have not received assistance within the last 5 years and to ensure that an initial inspection that identifies the extent of rehabilitation necessary to meet local Hillsborough County housing codes is completed before any rehabilitation work begins and funds are expended.

The Subrecipient shall coordinate with AHS and AHS shall approve all write ups, loan closings and change orders. The Subrecipient is responsible for providing all required consumer loan disclosures, including the information required by 12 CFR §1026.18, as applicable.

Environmental reviews must be completed prior to commencement of rehabilitation work. Any projects started before required environmental reviews are completed will not be reimbursed under this Agreement.

Participant Eligibility

Determining participant eligibility shall include qualifying the participant as a low or moderate

income household (annual gross income below 80% of the area's median income, as established by HUD), occupancy of the property as a principal residence and ownership of the property under an approved form of ownership such as fee simple title or equivalent form of ownership approved by the County. The intake application and addition documentation will be used to make these determinations. **The Subrecipient shall ensure that the ability to repay requirements in 12 CFR § 1026.43 have been met.** In addition all prospective households applying for assistance:

- a. Must be able to demonstrate that for the term of the loan, they have the ability to pay property taxes insurance, utilities, and existing mortgage payments, and must be able to demonstrate the ability to maintain the property.
- b. Must have resided in the dwelling for at least two years prior to the date of application.
- c. Must not have received assistance for rehabilitation activities from funding received from Hillsborough County either through the Subrecipient or the CDBG, HOME, and/or SHIP funded Program or the Hillsborough County Affordable Housing Services' Homeowner Housing Rehabilitation program within the past 5 years.
- d. Must be current on their existing mortgage. Any occurrences of 30-day late payment within the previous 12 months as reported on a commercial Credit Report will be evaluated on a case-by-case basis and may serve as the basis for denial from the Director of the Affordable Housing Services. Applicants shall be denied assistance with any occurrence of any late payment past 60 days within the previous 12 months.
- e. Applicants must be in good standing with the County. County utility accounts and property taxes must be current. Property with code enforcement violations may be assisted in order to eliminate substandard housing.
- f. Participants selected must not be ineligible resident aliens under 24 CFR § 570.613.

Property Eligibility

Property eligibility includes documenting in the application the type of property to be rehabilitated. Ownership of the property must also be verified and properly documented.

An eligible property must be:

1. A single-family residence, town home, or condominium.
2. Must be needing rehabilitation and be the principal/homestead residence of the applicant for at least two years prior to the date of the application.
3. Be publicly recorded as a homestead property.

4. Must be owned by fee simple title or long-term leasehold (99 year minimum), or life estate. Neither the owner nor the property can have any restrictions, encumbrances, or judgments that would restrict the marketable nature of the ownership interest.
5. Beyond a first mortgage, the property must have no liens or second mortgages or other encumbrances. The County will not take third position with any rehabilitation loan.
6. Located within the unincorporated boundaries of Hillsborough County or within the municipal boundaries of the cities of Temple Terrace or Plant City.
7. Eligible for pulling a building permit for the required repairs.

Property standards documentation includes all documentation indicating that properties rehabilitated with CDBG funds meet Hillsborough County rehabilitation standards, have work write-ups and cost estimates for each property, and have an initial inspection that identifies the extent of rehabilitation necessary to meet local Hillsborough County housing codes. Each home assisted shall be inspected to meet Hillsborough County code requirements.

All repairs shall also be guided by the Enterprise Foundation's Green Communities Criteria 2011, particularly the 2011 Enterprise Green Communities Criteria Checklist. Information regarding Green Communities can be located at the following web link: <http://www.enterprisecommunity.com/solution-and-innovation/enterprise-green-communities>.

The Subrecipient must procure contractors following the procurement standards set forth in 2 CFR 200.318-.326. Any contracts between the Subrecipient and a contractor must contain the provisions set forth in 2 CFR 200.326 and Appendix II to Part 200, as applicable. The Subrecipient will ensure that at least three (3) contractor estimates from licensed contractors are available to select from for all subcontracted work. The Subrecipient must verify each contractor's eligibility and ensure they are not debarred from federal contracts, are fully licensed and insured. The contractor's proposal for the work shall be reasonable and be within 10 percent (10%) of the cost estimate.

Project Records

Each Program Participant shall have a separate project file that includes but is not limited to the following: application for assistance, contract between the Subrecipient and Program Participant, property verification and inspection, eligibility documentation, work write-ups, cost estimates and associated change orders, inspections, and owner approval of the work.

Construction management for each rehabilitation or barrier removal project includes the rehabilitation work contract, notice to proceed, change orders, contractor payment requests and inspection. Work write-ups to detail tasks and cost estimates that include labor and materials will be required for each property assisted. Each Program Participant must sign a Rehabilitation Construction Work Contract (**Exhibit G**) with the project contractor and the Subrecipient. **All property owners and AHS** must approve the work write-up prior to mobilization via a certification or signature on the

contract. All change orders must be documented and approved by the **Program Participant and AHS** before any additional work is initiated. Inspections must be completed prior to final payment for services. Final inspection documents shall note if all work specified in the write-up and construction contract has been performed. The inspections shall include the owner and contractor, and a detailed list of remaining work shall be prepared and documented in the file. The final payment to the contractor cannot be made until the detailed list is satisfied and a re-inspection has been completed.

Contract closeout includes documentation of a Certificate of Final Inspection, endorsed final payment to the contractor, lien waivers, and contractor warranties in the file for each project.

Section II. PAYMENT SCHEDULE

The County will reimburse the Subrecipient for all allowable expenses, as determined by the County. Progress payments, also on a reimbursement basis, are allowed. All requests shall be on the Subrecipient's official letterhead and **on a per client basis**. Requests for reimbursement must be submitted to the AHS in substantially the same format as **Exhibit "B"**. All requests for a reimbursement must comply with the requirements in Article III of this Agreement and the Scope of Service (**Exhibit "A"**) and specify the line-item for which payment is being requested. Each project is required to have an environmental review performed. **No reimbursement will be provided for any work performed prior to an environmental review being completed for that project.**

Payment requests for Construction Costs must be accompanied by work specifications, certification of client eligibility, Housing Rehabilitation Case Summary Form (**Exhibit "F"**) and executed Rehabilitation Construction Work Contract (**Exhibit "G"**). Clients must also provide an executed Homeowner's Loan Agreement (**Exhibit "I"**).

Payment Requests for Case Management/Program Delivery costs must be accompanied by final lien releases, written homeowner acknowledgement of work completion, or other means of proving work was completed by Subrecipient **and modified mortgage and note (if applicable)** before the payment request will be processed.

All requests for payment must be accompanied by the updated rehabilitation tracking spreadsheet provided by AHS.

All requests for reimbursement must be made no later than fifteen (15) days after the funding expenditure deadline defined in Article II of this Agreement.

Each request for reimbursement shall be accompanied by a certification from the Project Contractor and approved by the Subrecipient that the request is for expenses that have been incurred.

Section III. TIMELY EXPENDITURE OF FUNDS

CDBG funds must be spent in a timely manner as referenced in Article V (Default and Termination for Non-Performance). Unless an alternative Expenditure Schedule, **Exhibit "F"**, has been approved in writing by AHS, funds must be expended at minimum in the following

manner:

- 25% by March 31, 2017
- 50% by June 30, 2017
- 75% by September 30, 2017
- 100% by December 31, 2017

After June 30, 2017, if the Subrecipient has not expended at least one-half of the awarded funding and achieved at least fifty percent (50%) of the performance measures, the County may request that the Subrecipient provide a detailed plan for expending the balance of CDBG Funds pursuant to this Agreement through the expiration date of the Agreement (Expenditure Plan). The Subrecipient shall provide the Expenditure Plan within ten (10) working days of receipt of the County's written request.

Upon review of the Subrecipient's Expenditure Plan, the County, by and through the Affordable Housing Services, may elect to reduce the maximum amount of the CDBG Funds awarded pursuant to this Agreement. After reduction, the maximum amount of CDBG Funds awarded shall not be less than fifty percent (50%) of the maximum amount of the CDBG Funds awarded pursuant to this Agreement prior to the reduction. In no event shall the CDBG Funds be reduced below the amount necessary to compensate the Subrecipient for the services actually provided as of the date of the reduction.

The election to reduce the CDBG Funds shall be solely in the discretion of the County by and through the Affordable Housing Services and shall be based upon the services or Units of Service provided by the Subrecipient as of the date of the County's request for an Expenditure Plan, and the County's review of the Expenditure Plan.

The County shall notify the Subrecipient of its decision to reduce the maximum amount of the CDBG Funds awarded pursuant to this Agreement in writing and within ten (10) working days of receipt of the Expenditure Plan. A reduction in the maximum amount of CDBG Funds as set forth in this Section shall not require an amendment to the Agreement.

Section V. PERFORMANCE MEASURES

The overall goal of this Program is to accomplish twenty-five (25) owner occupied housing rehabilitations.

Section VI. PROGRAM REPORTS

The Subrecipient shall submit to the County within fifteen (15) days from the end of each quarter, a Quarterly Progress Report in substantially the same format as set forth in **Exhibit "D"**, attached hereto and made a part hereof.

Delinquent Program report submissions may result in Subrecipient's payment request(s) being withheld or termination of the Agreement pursuant to Article V (Default and Termination for Non-Performance).

Section VII. EMERGENCY DUTY/INCIDENT MANAGEMENT

Pursuant to a federal, state or local government Declared State of Emergency, the AHS may order any action necessary to abate a threat or danger that it determines may be an imminent and substantial endangerment to human health, public safety, the general welfare of individuals or the environment because of an actual or impending disaster.

In the event of a disaster or major incident, the Subrecipient may be required to assist the AHS in response and recovery efforts to include sharing of information, partnering with the AHS for use of the Subrecipient's resources, and coordination of any actions deemed necessary to augment the County's response and/or recovery efforts. The Subrecipient agrees to assist in disaster response and recovery efforts to the best of their ability and may be called upon to provide assistance at the Disaster Recovery Center, located at the Hillsborough County AHS offices or other designated location.

The Subrecipient further agrees that, under this Agreement, suspension of its usual and customary activities as well as the activities defined under the scope of this Agreement may be required. It also may be necessary for the AHS to reallocate federal funds designated to the Subrecipient for the purposes of emergency situation management operations. Program funds will be reallocated to the Subrecipient in the amount deobligated under the suspension after the emergency management is declared completed.

~~ End Exhibit "A"

EXHIBIT "B"
REQUEST FOR PAYMENT
FY 2017

SUBRECIPIENT: _____ **BOCC DOC NO:** _____

PROGRAM NAME: Owner Occupied Housing Rehabilitation

FOR THE MONTH OF: _____ **REQUEST NO:** _____

**FINANCIAL
STATUS REPORT:**

BUDGET CATEGORIES	TOTAL APPROVED BUDGET	EXPENDITURES			REMAINING BALANCE
		Previous Payments:	AMOUNT OF THIS REQUEST:	Payments made to Date:	
Hard/Soft Cost	\$1,000,000				
Case Processing	\$				
Project Management	\$ _____				
TOTAL	\$ _____				

I certify that the goods and/or services covered by this request have been provided to Hillsborough County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

 AUTHORIZED SIGNATURE DATE

Please attach documentation substantiating expenditures.

**FOR COUNTY
USE ONLY**

FUNDING _____ **PO NO:** _____
GRANT YEAR _____ **RECEIPT NO:** _____

APPROVED TOTAL _____

FISCAL _____ **PROGRAMMATIC** _____

 Authorized Signature

 Authorized Signature

I verify that the goods and services have been received by the County and documentation is attached and subject to final audit.

 Director
 Affordable Housing Services

 Date

Affordable Housing
Date Received



~~ End Exhibit "B"

EXHIBIT "C"
INSURANCE REQUIREMENTS

FY /2016

The following insurance requirements and limits of liability are required:

A. Worker's Compensation (as required by Florida statute) & Employers' Liability Insurance:

Employer's Liability	N/A	Limit each accident
	N/A	Limit Disease Aggregate
	N/A	Limit Disease each employee

B. Commercial General Liability Insurance:

General Aggregate	\$500,000
Products and Completed Operations	N/A
Personal and Advertising Injury	N/A
Each Occurrence	\$500,000
Fire Damage (any one fire)	N/A

C. Business Automobile Liability Insurance "ANY AUTO": N/A

D. Other: Professional Liability; Errors and Omissions; N/A per claim

* Any General Liability, Garage Keepers, and Aircraft Insurance policies that are required under this Agreement must include "Hillsborough County, a political subdivision of the State of Florida" as an Additional Insured.

~~ End Exhibit "C"

EXHIBIT “D” QUARTERLY PROGRESS REPORTING

FY /2016

Report quarters are as follows: (1) October 1 through December 31, (2) January 1 through March 31, (3) April 1 through June 30th, and (4) July 1 through September 30th by the 15th day of the month following the quarter. Each recipient must submit a quarterly report though there has been no activity on the project, briefly describing the circumstances

I. Please specify which Quarter is being reported: 1 () 2 () 3 () 4 ()

Please specify the quarter report being submitted.

	PROGRAM COSTS	FUNDS EXPENDED THIS QUARTER	REMAINING BALANCE OF FUNDS	PERCENTAGE OF FUNDS EXPENDED%
Hard/Soft Cost	\$1,000,000			
Project Management	\$			
Total Program Costs	\$1,000,000			

Describe the program accomplishments **this quarter** and **cumulative** to date: (% completion, national objective met, etc.)

BENEFICIARY DATA (Income Categories, Race, Size, Assistance Provided)

TOTAL unduplicated served = _____ (This number must equal the total racial categories above)

I certify the information contained in this report is accurate and the program is operating according to the terms, guidelines and requirements set forth in the Subrecipient Agreement.

Authorized Signature: _____ Printed

Name: _____ Date: _____

RACE/ETHNICITY	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Cumulative Total
<i>(Enter number of households on each line as applicable)</i>	Number of Households/ Hispanic				
White					
Black/African American					
Black/African American & White					
Asian					
Asian & White					
American Indian or Alaskan Native					
American Indian, Alaskan & White					
American Indian, Alaskan & Black					
Native Hawaiian/Other Pacific Islander					
Other/Multi-Racial					
TOTAL					
FEMALE HEAD OF HOUSEHOLD					
MEDIAN FAMILY INCOME					
Extremely Low Income (0-30%)					
Low Income (30.1 - 50%)					
Moderate Income (50.1-80%)					

EXHIBIT "E"

HILLSBOROUGH COUNTY EQUAL OPPORTUNITY CLAUSE AND THE OTHER APPLICABLE LAWS, STATUTES, ORDERES, ORDINANCES, AND REGULATIONS Owner Occupied Rehabilitation Program FY /2016

EQUAL EMPLOYMENT OPPORTUNITY - APPLICABLE STATUTES, ORDERS AND REGULATIONS*

HILLSBOROUGH COUNTY, FL

- Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

STATE

- Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- Florida Statutes § 112.043, prohibits age discrimination in employment.
- Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
- Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.
- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.
- Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.
- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C.

3601 et seq.

- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).
- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- Interagency Agreement promulgated on March 23, 1973.
- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.

- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.
- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- State and Local Assistance Act of 1972, as amended.
- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§ 5.100 -5.605.
- Executive Order 13673, Fair Pay and Safe Workplaces.

* **“The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.”**

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Subrecipient (referred to in this Exhibit as “contractor”), agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

End of Exhibit

EXHIBIT "G"

Housing Rehabilitation Program

Return to:

Rehabilitation Case _____

TRI-PARTY REHABILITATION CONSTRUCTION WORK CONTRACT

THIS WORK CONTRACT, hereinafter referred to as the "Contract," entered into this _____ day of _____ 20____, between (indicate full name together with the name of the spouse of every owner even if the spouse is a non-owner) _____, hereinafter referred to as "Owner"; _____, hereinafter referred to as "Non-Profit"; and (indicate name of Contractor) _____, hereinafter referred to as "Contractor".

Construction Property Address: _____
Owner's Mailing Address (if different from above) _____
Contractor's Mailing Address: _____

For and in consideration of the mutual covenants and provisions herein contained, and for other valuable consideration given and received between the parties hereto, said Owner and Contractor agree as follows:

ARTICLE 1 – CONTRACT SUM: The Contractor shall be paid by Non-Profit the Contract Sum of \$_____ for the performance of the rehabilitation work, subject to additions and deductions, if any, by approved Change Order.

ARTICLE 2 – THE WORK AND COMPLETION TIME: The Contractor agrees to furnish all labor, materials, equipment, permits, licenses, and services for the proper completion of the above identified property in accordance with the Bid Documents and Rehabilitation Specifications. Prior to construction, the Contractor shall provide, and Owner accepts, copies of all required permits and licenses. The Contractor agrees that materials supplied are guaranteed to be as specified. Construction must commence within **thirty (30)** calendar days subsequent to the issuance by Non-Profit of the Notice to Proceed. All work shall be satisfactorily completed within _____ (__) calendar days after the start of construction. All work shall be completed pursuant to the agreed upon specifications and in a workmanlike manner according to standard practices. A pre-final inspection is scheduled for _____ (__) days prior to the completion date. **All new roof applications are subject to a pre-dry-in inspection.** To schedule all inspections, the Contractor shall call _____.

ARTICLE 3 – CONTRACTOR LICENSING/CERTIFICATION/REGISTRATION/INSURANCE: Contractor hereby certifies to be properly insured, and certified or registered to perform services within Hillsborough County, Florida, and agrees to maintain such status until fulfillment of this Contract, as evidenced below:

State License #: _____

ARTICLE 4 – INDEMNIFICATION: The Owner, the Contractor, and the Non-Profit understand and agree that Hillsborough County (the “County”) and any of its agents, servants and employees are not a party to this Contract, and have no responsibility for any of the work to be done under this Contract, or any payments to be made under this Contract. The Owner, Non-Profit and the Contractor specifically save and hold harmless the County from any and all claims in connection with this Contract, and likewise release the County from any such claim, and agree to indemnify the County from any and all claims which are made against the County and any of their agents, servants or employees, which arise out of or in connection with this Contract. Likewise, the Owner, Non-Profit and the Contractor further agree to waive any claims, and release and indemnify Non-Profit and the County against any and all claims for damages arising out of any claimed act of negligence, malfeasance, misfeasance, or misconduct by Non-Profit and/or the County or by any agent, servant, or employee of Non-Profit and/or the County, and any of their agents, servants or employees, which arise out of or in connection with this rehabilitation grant.

ARTICLE 5 – GENERAL RESPONSIBILITIES OF THE CONTRACTOR:

1. The Contractor understands that it must receive approval by Non-Profit prior to commencing any work on the Owner’s property, evidenced by a Notice to Proceed.
2. The Contractor shall supervise and direct the work using its best skills and attention.
3. The Contractor shall post and provide the Owner or his/her agent and Non-Profit with evidence that it has secured and paid for all licenses and permits necessary for the proper execution of the work; and upon completion of the job shall provide evidence that all work has been inspected and approved by the appropriate building inspectors prior to the release of the final payment.
4. The Contractor will furnish all supervision, labor, materials, machinery, tools, equipment, and services and perform and complete all the work of this Contract in an efficient and workmanlike manner.
5. The Contractor shall be responsible for the acts and omissions of all its employees, and all Subcontractors, their agent(s) and employees, suppliers and material men and all other persons performing any of the work.
6. The Contractor shall not assign this Contract without written consent of the Owner and Non-Profit. Any request for assignment must be addressed to Non-Profit at the address listed below.
7. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its work. Clean up and removal from the site of all debris and waste materials resulting from his work shall be the responsibility of the Contractor. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor and shall be removed from the site unless other Non-Profit and/or the County to examine and inspect the rehabilitation work under the Contract at any reasonable time.
9. The Contractor shall furnish the Owner and Non-Profit with the names, addresses, and telephone numbers of the firms to be contacted for service to the various appliances or other equipment that will be installed or repaired under this Contract.
10. The Contractor shall appoint and maintain a representative who shall be responsible for all official communication with Non-Profit.
11. The Contractor shall obtain a payment and performance bond if stipulated at the time of the Bid.

12. The Contractor shall not employ any person unfit or not skilled in the task assigned to him/her.
13. The Contractor when possible should make Energy Efficiency and Green Housing Criteria repairs.
14. Contractor agrees to perform services on job site identified above as detailed in the attached Specifications. All work to be of workmanlike quality as per the Specifications and meet or exceed the minimum requirements of the Florida Building Code, the Hillsborough County Property Maintenance Code under Hillsborough County Ordinance #09-63, as amended, and any and all applicable State and Local codes and requirements.
15. Contractor shall provide Owner and Non-Profit with an estimated schedule of work progress. Contractor shall make a good faith effort to inform Owner when workmen will and will not be present on the job site, and of changes to the estimated schedule. Any such estimated schedule shall not supersede or replace the contractual period required herein for performance.
16. The Contractor agrees to protect, defend, and indemnify the Owner and Non-Profit from any claims for unpaid work, labor, or materials with respect to Contractor's Performance.

ARTICLE 6 – GENERAL RESPONSIBILITIES OF THE OWNER:

1. The Owner shall permit the Contractor the use, at no extra cost, of existing utilities such as light, heat, power and water necessary for the proper execution and completion of the work.
2. The Owner and occupants shall cooperate with the Contractor to facilitate the performance of the work including the removal and replacement of rugs, covering of furniture, clothing and other personal property if necessary.
3. The Owner and occupants shall be responsible, subsequent to the rehabilitation process, for proper use and care of the property, including all existing and newly installed or repaired improvements, equipment and appliances.
4. The Owner shall provide the Contractor as well as employees and subcontractors of the Contractor with unimpeded access to the property during the hours of 8:00 AM to 5:00 PM Monday through Friday, except holidays, unless otherwise specified in writing by Owner and Contractor. This clause shall not be interpreted so as to require the presence of the Contractor or its agents during those hours or those days.
5. The Owner shall permit Non-Profit and the County, their agents or employees, to examine and inspect the work under this Contract at any reasonable time.

ARTICLE 7 – GENERAL RESPONSIBILITIES OF THE NON-PROFIT

1. The Non-Profit shall have the right to order, direct and manage the administration of this Contract.
2. The Non-Profit will conduct inspections, and issue authorizations for change orders as necessary.
3. The Non-Profit shall provide payment to the Contractor pursuant to the conditions set forth in this Contract.

ARTICLE 8 – TIME OF COMMENCEMENT: The Contractor shall commence no work until he has received a written Notice to Proceed from Non-Profit. Work shall begin no later than thirty (30) days after the Notice to Proceed is issued. No work shall be commenced before the Contractor has recorded a properly executed Notice of Commencement in the Public Records of Hillsborough County, Florida. Work shall be completed, as evidenced by passing of all final inspections required by Non-Profit within _____ () calendar days. Non-completion of this Contract within the specified time period shall result in the assessment of liquidated damages in the amount of \$50.00 per day beginning from the scheduled day of completion, for

every normal working day until completion, unless prior notice and approval for extension has been agreed upon in writing by the Owner, the Contractor, and Non-Profit. This provision is contingent upon strikes, accidents, or Acts of God.

ARTICLE 9 – PAYMENT: The Contractor will be paid the Contract sum after Non-Profit issues a Certificate of Final Inspection certifying that all work has been completed according to the Contract, unless progress payments have been authorized by Non-Profit. All payments and requests for payment are contingent on the following:

1. Authorization of the Owner and Non-Profit in writing.
2. Invoice detailing charges and payment request, based on attached draw schedule.
3. Inspection by Non-Profit, or its designee, verifying proper completion of work items as invoiced and inspection by participating lender, if any, as required;
4. Delivery of satisfactory Progress Payment Affidavit or Final Release of Liens for claims or liens by Contractor, subcontractors, laborers, and material supplies for completed work or installed materials
5. Delivery to the Owner of all warranty and service information for installed improvements and equipment.

All payments due the Contractor will be made within forty five (45) calendar days of invoice, subject to compliance with the terms of this Contract. All payments are subject to a Five Percent (5%) retainage. Funds retained shall be released upon satisfactory completion of the terms of this Contract, including the requirements of items 1 through 5 above, the issuance of a Certificate of Final Inspection, completion of “punch list” items by the Contractor, and Owner’s release and authorization.

ARTICLE 10 – CONTRACTOR’S INSURANCE: The Contractor shall be responsible for all damages to person or property that occur on the job site or adjacent thereto as a result of his fault or negligence in connection with this Contract. The Contractor shall, prior to commencing work, furnish evidence of required comprehensive liability insurance coverage protecting the Owner and Non-Profit in the event of bodily injury, including death, accident and property damage arising out of the work performed by the Contractor, its employees, subcontractors and their agents and employees, to the limits required by the State of Florida Insurance Commission. The Contractor shall also furnish evidence of coverage in accordance with Florida Worker’s Compensation Laws.

ARTICLE 11 – SUBCONTRACTS: The Contractor shall bind all subcontractors by the terms and conditions of this Contract insofar as it applies to their work, but this shall not relieve the General Contractor from the responsibility to the Owner and Non-Profit for the proper completion and warranty of all work to be executed under this Contract, nor shall the Contractor be released from full responsibility by any subcontract agreement. The Contractor shall be required to furnish to the Owner and Non-Profit, a written list of the names of all subcontractors as soon as that information becomes available, but not more than ten (10) days after Non-Profit issues the Notice to Proceed. The Contractor shall not employ any subcontractor to whom the Owner or Non-Profit may have a reasonable objection, including but not limited to, a subcontractor which is not properly insured, and certified or registered, or which may be debarred from bidding or performing services to Federal, State or Local programs.

ARTICLE 12 – CONTRACT DOCUMENTS: This Contract includes the Bid Proposal, the Rehabilitation Work Write-Up, and Work Specifications, including drawings or plans, and, where applicable, the General Specifications. This Contract also includes all applicable Federal, State and Local codes and requirements, including without limitation the provisions of 2 CFR part 200, as applicable.

ARTICLE 13 – CHANGES IN THE WORK: Except in an emergency endangering life or property, no change in the work shall be made by the Contractor unless it has received a prior written order signed by the Owner and authorized representatives of Non-Profit. The Contract Sum and the Contract Time may be changed only by the Change Order. No monies in addition to the Contract Sum shall be paid to the Contractor unless supported by a written Change Order. No extra costs will be paid to the Contractor when it has neglected to properly evaluate the extent of the rehabilitation work. The burden of proof in determining allowable extra costs shall rest solely with the Contractor, subject to the approval of Non-Profit.

ARTICLE 14 – GUARANTEES AND WARRANTIES: The Contractor shall guarantee to correct any work that fails to conform to the Contract Documents and shall correct such defects due to faulty materials, equipment, or workmanship which appear during the progress of the work or within a period of one year from the date of final inspection and acceptance or such longer periods of time as may be specified by law or by the terms of any special guarantees required by the Contract Documents. The provisions of this Article shall apply to subcontractors as well as work done by the Contractor. The Contractor and the Owner agree, however, that the warranty set forth in this Paragraph shall apply only to such deficiencies and defects as to which Owner or subsequent owners shall have given written notice to the Contractor, as its principal place of business, within one (1) year from the date of Contractor's request for final payment, stating that all work under contract has been completed. Furthermore, the Contractor shall furnish the Owner and Non-Profit, with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract. In cases where defects can reasonably be assumed to endanger the Owner's health and safety as determined by Non-Profit the Contractor agrees to make the necessary corrections immediately. In cases where defects are not of a nature that endanger health and safety, said corrections must be completed in a satisfactory manner regarding materials or workmanship, either during the progress of the rehabilitation or within the one year warranty period.

ARTICLE 15 – ARBITRATION: All claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract or the breach thereof, will be referred to binding arbitration pursuant to Chapter 682, Florida Statutes. Notice of the demand for arbitration shall be filed in writing with the other parties to this Contract. The demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations. Fees and expenses incurred shall be paid as provided in the arbitration award. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 16 – TERMINATION OF CONTRACT BY THE OWNER AND NON-PROFIT: Notwithstanding the arbitration requirement in Article 15, if the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provisions of the Contract, or repeatedly fails to supply sufficient skilled workman, or suitable material or equipment, or repeatedly fails to make prompt payment to subcontractors for labor, materials or equipment, or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or disregards the authority of Non-Profit, the Non-Profit, may, after **five (5)** days written notice, terminate this Contract and finish the work by whatever method deemed expedient. Prior to termination, the Non-Profit shall attempt to obtain the written consent of the Owner to the termination, but such consent shall not be required. The written notice shall state the nature of the default or cause of termination. In such cases the Contractor shall not be entitled to receive any further payment under the provisions of the Contract until said work is finished. If the unpaid balance of the Contract Sum exceeds the expense of finishing the work, such excess shall be paid to the Contractor; but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to Non-Profit. All disputes between the parties to this Contract are subject to the provisions of Article 14, above.

ARTICLE 17-TERMINATION OF CONTRACT BY CONTRACTOR: If the Owner or the Non-Profit fails to perform any applicable

provisions of the Contract, the Contractor may terminate this Contract upon written notice to the Owner and the Non-Profit at the addresses indicated below. Such written notice shall state the nature of the default or cause of termination. Owner shall finish the work, however if the unpaid balance of the Contract Sum exceeds the expense of finishing the work, such excess shall be paid to the Contractor; but if such expense exceeds the unpaid balance, Contractor shall pay the difference to Non-Profit. All disputes between the parties to this Contract are subject to the provisions of Article 15, above.

ARTICLE 18 – CONTRACTOR’S DUTY TO COMPLY WITH “ANTI-KICK-BACK ACT”: The Contractor will comply with all applicable regulations of the U.S. Secretary of Labor of the United States Department of Labor, as relates to the so-called “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 862; 63 Stat. 108; 72 Stat. 967; 18 U.S.C. § 874; and 40 U.S.C. § 276c), and any amendments or modifications thereof. Also, the Contractor will cause appropriate provisions to be inserted in subcontracts as will ensure compliance therewith by all subcontractors subject thereto, and said Contractor will be responsible for the submission of statements required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemptions from the requirements thereof.

ARTICLE 19 – STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246, As Amended):

1. The Contractor will not discriminate against any employee, or any applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants that are employed (and employees are treated equally during employment) without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). If at all possible, the Contractor shall use personnel and or subcontractors from the target area.
2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will cause the foregoing provisions (Paragraph 1 and 2) to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor; provided that the said foregoing provisions shall not apply to contract for standard commercial supplied or raw materials.
4. The Contractor herein assures Non-Profit that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977, in that the Contractor does not on the grounds of race, color, religion, sex, national origin, handicap or marital status, discriminate in any form or manner against said Contractor’s employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance. Furthermore, the Contractor herein assures SR that the said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved together with other applicable Federal and State Laws, Executive Orders and Regulations prohibiting discrimination as reference thereto. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its range of applicability. The Contractor will adhere to these instructions as outlined in that certain document marked “Standard Federal Equal Opportunity Construction Contract Specifications, (Executive Order 11246, As Amended)”, which is attached to the Bid Package, the same incorporated as part of this Contract by reference.

ARTICLE 20 – GENERAL CONDITIONS:

1. The project Specifications shall prevail over Non-Profit's Rehabilitation Policies and Procedures Manual, when in conflict.
2. The Drawings or floor plans are diagrammatic only, illustrating the general intention of the Owner; they do not show all of the work required, exact dimensions, or construction detail.
3. Workmanship: All work to be of workmanlike quality to Manufacturer's Specifications and meet or exceed the minimum requirements of the current Florida Building Code, and any and all applicable State and Local Codes and requirements, including but not limited to, the Hillsborough County Property Maintenance Code, Hillsborough County Ordinance #09-63, as amended.
4. Materials shall be new, in good condition, and of standard grade unless otherwise agreed to in writing before their delivery to the job.
5. Repairs shall be made to all surfaces damaged by the Contractor resulting from its work under this Contract at no additional cost to Owner. Where "repair of existing work" is called for by the Contract, the feature is to be placed in "equal to new conditions" either by patching or replacement; all damaged or loose, or rotted parts shall be removed and replaced and the finished work shall closely match adjacent work in design and dimension.
6. Bids or Proposals will be submitted at bidder's risk and the Owner reserves the right to reject any or all bids or proposals.
7. Building Codes: All work to be done shall be subject to the regulation of locally adopted Building Codes as interpreted by Hillsborough County Building Services, whether or not covered by the Specifications and Drawings for the work.
8. Trade Names are used to establish quality and type of materials.
9. Adjacent Property: When adjacent property is affected or endangered by any work done under this Contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner thereof of such hazards.
10. Paint: The use of lead-based paint* is prohibited. *(Paint containing more than 0.06% of lead metal by weight in the total nonvolatile content)

ARTICLE 21 – NOTICES: All notices which may be given pursuant to this Contract shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time.

Owner: _____

Contractor: _____

Non-Profit: _____

ARTICLE 22 – CONSTRUCTION AND VENUE: This Contract shall be construed under the laws, rules, and regulations of the State of Florida. Venue shall be in Hillsborough County, Florida.

ARTICLE 23 – ESTOPPEL AND WAIVER: A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Contract. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 24 – INTEREST OF MEMBERS, OFFICERS, EMPLOYEES OF A PUBLIC BODY, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS: No member, officer, or employee of a Public Body, or its designees or agents, no member of the governing body of the locality in which the property is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to this Contract during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed on the property that is the subject of this Contract.

ARTICLE 25 – PROHIBITION OF BONUS OR COMMISSION: The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining Non-Profit approval of the application for such assistance.

ARTICLE 26 – ACKNOWLEDGMENT: The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which the Owner, or subsequent owners, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Owner and shall be binding on the Contractor notwithstanding any provision to the contrary contained in any instrument heretofore, and thereafter executed by the Owner.

ARTICLE 27 – MODIFICATIONS: This Contract may only be amended or extended by a written instrument executed by the Owner and the Contractor, approved by Non-Profit, expressly for that purpose.

THE PROCESS OF CHANGING OUT ITEMS ON THE WORK WRITE-UP AND BARTERING WITH THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL BE PROHIBITED. ANY CHANGES DONE THAT ARE NOT APPROVED BY NON-PROFIT WILL NOT BE REIMBURSED.

ARTICLE 28 - CONTRACTOR REFERENCES, INQUIRIES & ENDORSEMENTS. The Contractor shall in no way use any statements, whether written or oral, made by the Non-Profit or Hillsborough County's employees to market, sell, promote or highlight the

Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the Hillsborough County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not prevent the vendor/contractor from including the Non-Profit on its client lists and/or listing or using the Non-Profit as a reference.

ARTICLE 29 – HILLSBOROUGH COUNTY HUMAN RIGHTS ORDINANCE. Contractor acknowledges that Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the said party (parties) hereunto set his/her hand(s) and seal the day and year first above written.

ATTEST:

Owner:

Witness

Printed Name

Witness

Signature

ATTEST:

Owner:

Witness

Printed Name

Witness

Signature

ATTEST:

OWNER:

(Non-Owner Spouse evidencing joinder
Herewith if applicable)

Witness

Printed Name

Witness

Signature

ATTEST:

CONTRACTOR:

Witness

Printed Name

Witness

By: _____
Signature

ATTEST:

NON-PROFIT:

Witness

Printed Name

Witness

By: _____
Signature

EXHIBIT "H"
Rehabilitation Tracking Sheet

Owner Occupied Rehabilitation Program

Fiscal Year 2016

Client # _____

Homeowner: _____

Address: _____

Telephone: Home (____) _____ Work (____) _____

Initial Application/Inquiry Date: _____

PRE-SETTLEMENT ACTIVITIES

Activity Description	Date Requested	Date Received/ Completed	Comments
Preliminary Application			
Full Application			
Credit Report(s)			
Verification of Income/Employment			
Verification of Mortgage(s) or Deed of Trust for Each Lien Secured by Property			
Verification of Deposits			
Verification of Public Assistance			
Verification of Other Assets			
Mortgage Lender's Most Recent Year-End Statement			
Proof That Real Estate Taxes			

Are Paid and Current			
Title Evidence			
Appraisal or Fair Market Value			
Lead-Paint Notification			
Work Write-Up/Cost Estimates			
Historic Review (If property is pre1945)			
Borrower's Review/Approval of Work Write-Up			
Bid Proposal(s) from Contractor			
Owner Review of Proposals/Rehab Specialist Review of Proposals			
Contractor Selection			
Contract Signing			
Right of Rescission			

CONSTRUCTION AND CLOSE-OUT

Activity Description	Date Completed or Sent	Comments
Pre-Construction Conference		
Notice to Proceed		
Request for Progress Payments		
Request #1		
Request #2		

Change Orders		
#1		
#2		
Certification of Final Inspection		
Request for Final Payment		
Notice of Completion		
Contractor's Release of Liens/ Warranties		

LOAN SETTLEMENT (if applicable)

Activity Description	Date Requested	Date Received/ Completed	Comments
Promissory Note			
Mortgage or Deed of Trust			
Record Mortgage, Deed of Trust, or Promissory Note			

EXHIBIT "I"

Homeowner's Loan Agreement

Owner Occupied Housing Rehabilitation Program

FY 2016

Return to:
Hillsborough County Affordable Housing Services
601 E Kennedy 24th Floor
Tampa, Florida 33601

Folio No. _____
Case No. _____

HOMEOWNER'S LOAN AGREEMENT

THIS HOMEOWNER'S LOAN AGREEMENT, hereinafter referred to as the "Loan Agreement", is entered into this ____ day of _____, 20__, by and between _____ residing at _____, hereinafter, and if more than one party jointly and severally, referred to as the "Borrower", and Hillsborough County, Florida, a political subdivision of the State of Florida, whose principal address is 601 East Kennedy Boulevard, Tampa, Florida 33602, hereinafter referred to as the "Lender".

RECITALS

WHEREAS, in pursuit of its goals, the Lender desires to enter into an agreement with the Borrower to provide funding to rehabilitate the Borrower's home located on the property described in **Exhibit "A"**, attached to this Loan Agreement, hereinafter referred to as the "Project"; and

WHEREAS, the rehabilitation of owner-occupied property is an eligible activity for which CDBG funds may be used and meets the state objective of benefiting very low, low and income persons.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and for other valuable consideration given and received between the parties hereto, the parties agree as follows:

ARTICLE I. USE OF FUNDS

Section 1. Project Scope

The Borrower owns the real property located in Hillsborough County, Florida, as more specifically described in **Exhibit “A”**, attached hereto and incorporated herein by reference, hereinafter referred to as the “Property”. The Borrower will receive funds from the Community Development Block Grant Program, hereinafter referred to as “CDBG”, to rehabilitate the Borrower’s home located on the Property according to the plans, drawings, specifications and/or work write-ups, which are incorporated herein by reference. Funding provided to the Borrower pursuant to this Agreement is hereinafter referred to as the “Project Funds”.

Section 2. Term of Loan Agreement

This Loan Agreement shall become effective upon execution by the Borrower and the Lender as of the date indicated above and shall remain in full force and effect until the affordability requirements are satisfied in Article II below.

Section 3. Project Funds

The Lender, through _____, hereinafter referred to as “_____”, will provide Project Funds in the amount evidenced in the Mortgage and Promissory Note associated with this loan for the purposes specified in this Loan Agreement. Project Funds will be disbursed on behalf of the Borrower in the form of a loan. The term of the loan is _____years according to the affordability period, hereinafter referred to as the “Loan Term”, with payment of the principal being deferred for the term of the loan. The loan will bear interest at zero percent (0%) per annum. The Lender will forgive an equal portion of the principal amount of the indebtedness each full year from the anniversary date of the Note for the duration of the Loan Term while the Borrower occupies the Mortgaged Property as the Borrower’s principal residence, in accordance with the Lender’s Housing Rehabilitation Program Policy. The portion of the principal amount forgiven shall correspond to the length of time the Borrower occupies the Mortgaged Property in relation to the Loan Term. Should the Borrower comply with all of the terms of the Loan Agreement executed in conjunction with this Mortgage, this Mortgage and the Note for the duration of the Loan Term, then the full amount of the Note will be forgiven and the Mortgage will be satisfied.

ARTICLE II. AFFORDABILITY

The Borrower shall comply with all affordability requirements as set forth in this Article and in the Mortgage executed by the Borrower in conjunction with this Loan Agreement for homeowner rehabilitation activities. The rehabilitation must be for an owner-occupied single family project. The Borrower's family must qualify as low-moderate income under the income guidelines as set forth by the Department of Housing and Urban Development and the housing must be the principal residence of the family for the Loan Term.

To ensure affordability during the Loan Term, the Lender shall impose a recapture provision to recoup Project Funds provided to the Borrower, if the housing does not continue to be the principal residence of the family for the duration of the Loan Term.

ARTICLE III. PROJECT REQUIREMENTS

The Borrower shall comply with all requirements applicable to the CDBG program, including but not limited to 24 CFR Part 570. The Borrower shall comply or shall assist the Lender in complying with all applicable laws, orders and codes of the Federal, State and Local governments as they pertain to this Loan Agreement.

ARTICLE IV. PROPERTY STANDARDS

Section 1. Housing Construction Standards

The Borrower agrees that all rehabilitation activities completed pursuant to this Loan Agreement shall meet all applicable state and local housing codes, rehabilitation standards and zoning ordinances at the time of project completion. The Borrower shall use said Project Funds for the payment of contracted labor and related rehabilitation costs for rehabilitation.

Section 2. Property Insurance

The Borrower agrees to provide hazard insurance as required for fire and flood damage (if located in a designated flood hazard zone) for the full value of the Property, and to designate the Lender as the beneficiary relative to its interest and its loan on the Property.

Section 3. Historic Preservation

The Borrower agrees that no financial assistance shall be provided in connection with any housing rehabilitation project with respect to any district, site, building, structure, or object included in or eligible for inclusion in, the National Register, as maintained by the Secretary of the Interior, unless the Borrower accepts such financial assistance in compliance with Hillsborough County's Memorandum of Agreement with the Advisory Council on Historic Preservation. The Property is ___ is not ___ believed to be recognized as a Historically Significant Property subject to said regulations.

Section 4. Lead Based Paint

The Borrower agrees that no lead-based paint will be used in the rehabilitation of the Property and that loan funds will be used to eliminate lead-based hazards if necessary pursuant to Section 401 of the Lead-Based Paint Poisoning Prevention Act (42 USC § 4831(b)) and 24 CFR Part 35.

Section 5. Flood Insurance

The Borrower agrees that, in accordance with Section 202 (a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4106) the use of any funds provided under this part for acquisition or construction (including housing rehabilitation) purposes in special flood areas shall be subject to the mandatory purchase of flood insurance requirements of Section 102 (a) of said Act (42 U.S.C. § 4012a).

ARTICLE V. ENFORCEMENT OF THE AGREEMENT

A default shall consist of any use of Project Funds for a purpose other than as authorized by this Loan Agreement, noncompliance with the CDBG rules and regulations, any material breach of this Loan Agreement, failure to expend the Project Funds in a timely manner, or a misrepresentation in the application submission which, if known by the Lender and/or _____, would have resulted in Project Funds not being provided.

Upon due notice to the Borrower in writing of the occurrence of any such default and the provision of a reasonable opportunity to respond, the Lender may take one or more of the following actions:

- (a) Direct the Borrower to submit progress schedules for completing approved activities;

- (b) Issue a letter of warning advising the Borrower of the default, establishing a cure period by which the corrective actions must be completed, and putting the Borrower on notice that more serious actions will be taken if the default is not corrected or repeated;
- (c) Direct the Borrower to suspend, discontinue or not incur costs for the affected activity;
- (d) Reduce or recapture the Project Funds;
- (e) Direct the Borrower to reimburse the program accounts for costs inappropriately charged to the project;
- (f) Other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions or any other available remedies; and/or
- (g) Suspend or terminate this Loan Agreement if the Borrower materially fails to comply with any terms of this Loan Agreement, or with any of the rules, regulations or provision referred to herein.

No delay or omission by the Lender and/or Self Reliance in exercising any right or remedy available to it under the Loan Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Borrower default.

Unless the Borrower's breach is waived, the Lender may, upon twenty four (24) hour written notice, terminate this Loan Agreement for said breach.

The Lender further reserves the right to terminate this Loan Agreement upon twenty four (24) hours written notice, if the contractor retained by the Owner to perform the work on the Project breaches the terms and conditions of the Work Contract, or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction over the Project or the Work Contract, or disregards the authority of Hillsborough County.

ARTICLE VI. MISCELLANEOUS

Section 1. Applicable State Law and Venue

Each party covenants and agrees that any and all legal actions arising out of or connected with this Loan Agreement shall be instituted in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Loan Agreement is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws of the State of Florida.

Section 2. Successors and Assigns

This Loan Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. If the Borrower, as defined herein, consists of two or more parties, this Loan Agreement shall be binding on all of them jointly and severally and they shall be obligated jointly and severally under all the provisions hereof. Whenever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

Section 3. Captions

The captions preceding the text of the articles and sections of this Loan Agreement are inserted only for convenience of reference and will not constitute a part of this Loan Agreement, nor will they in any way affect its meaning, construction, or effect.

Section 4. Survivability and Severability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Loan Agreement shall remain enforceable against such party subsequent to such termination. In the event any section, sentence, clause or provision of this Loan Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Loan Agreement shall not be affected by such determination and shall remain in full force and effect.

Section 5. Estoppel and Waiver

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Loan Agreement. The payment or

acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

Section 6. Notice

Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Loan Agreement shall be given by mailing such notice by registered or certified mail addressed to Borrower at the Property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by registered or certified mail, return receipt requested, to Lender's address below, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Loan Agreement shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

LENDER: Hillsborough County
Affordable Housing Services
601 E Kennedy, 24th Floor
Tampa, Florida 33601

BORROWER: _____

Section 7. Rights and Remedies

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

Section 8. Merger and Modifications

This Loan Agreement may not be modified or amended except by agreement in writing signed by both parties. This Loan Agreement embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

[Signatures on Following Page]

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HERETO, the parties herein have caused this Loan Agreement to be executed at the place and on the day specified hereinabove.

ATTEST:

Witness

Witness

ATTEST:

Witness

Witness

Borrower:

Printed Name

Signature

Borrower:

Printed Name

Signature

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who is/are personally known to me or who has/have produced _____ as identification.

Witness my hand and official seal the date aforesaid,

Notary Public, State of Florida at Large

Notary: Print or Type Name

My Commission Expires: ___

ATTEST:

Hillsborough County, Florida

Witness

By: _____

(Authorized Official)

Witness

(Printed Name of Signatory)

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who is/are personally known to me or who has/have produced _____ as identification.

Witness my hand and official seal the date aforesaid,

Notary Public, State of Florida at Large

Notary: Print or Type Name

My Commission Expires:___

EXHIBIT "A"

Legal Description

EXHIBIT "J"

CDBG FAMILY ELIGIBILITY FORM

Household Information

Household name: _____ Household size: _____

Household members (list): _____

Head of Household Demographic Information

_____ White _____ Black/African American _____ Black/African American & White
_____ Asian _____ Asian & White _____ American Indian or Alaskan Native
_____ American Indian, Alaskan & White _____ American Indian, Alaskan & Black
_____ Native Hawaiian/Other Pacific Islander _____ Other/Multi-Racial

Head of Household Hispanic Ethnicity: _____ YES _____ NO

Head of Household Female: _____ YES _____ NO

Income Information

Annual (gross) income (total of all household members): \$ _____

Participant Certification of Income

I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to _____ (Agency Name).

Participant Signature _____ **Date** _____

WARNING:Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government

Agency Certification of Eligibility for the CDBG Program

The purpose of this form is to certify that _____(Participant Name), a resident of
Unincorporated Hillsborough County, residing at _____
_____(address) receives benefits under Community Development Block Grant (CDBG)
Program.

To determine if program applicants are income-eligible, grantees have several options (please select one):

_____ The annual income of this household has been examined and determined to be
below \$_____ (income limit for the program for a family of ____
[household size]).

_____ The participant household/person assisted qualified under another program
having income qualification criteria at least as restrictive as that used in the
definitions of LMI household/person, such as Job Training Partnership Act
(JTPA) and welfare programs; or

_____ Obtain a referral from a state, county or local employment agency or other entity
that agrees to refer individuals it determines to be LMI persons based on HUD's
criteria and agrees to maintain documentation supporting these determinations.

_____ Presumed Benefit - activity benefits a clientele who are generally
presumed to be principally low- and moderate-income persons.

- | | |
|-----------------------------|--------------------------------|
| _____ abused children | _____ battered spouses |
| _____ elderly persons | _____ severely disabled adults |
| _____ homeless persons | _____ illiterate adults |
| _____ persons living w/AIDS | _____ migrant farm workers |

Certified by:

Signature of Agency Representative _____ Date _____

Name (Print) _____

WARNING:Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government

**SCHEDULE
1**

Prepared by:
NMLSR ID (if applicable):

Return to:
Hillsborough County
Affordable Housing Services
P.O. BOX 1110
Tampa, FL 33601-1110
Attention: Contracts Manager

**HILLSBOROUGH COUNTY
AFFORDABLE HOUSING SERVICES
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM**

Folio No. _____

Case No. _____

DEFERRED PAYMENT MORTGAGE

THIS DEFERRED PAYMENT MORTGAGE, hereinafter referred to as the "Mortgage", made on the ____ day of ____, 20____, between ____, hereinafter, and if more than one party jointly and severally, referred to as the "Borrower", whose principal address is ____, and Hillsborough County, Florida, a political subdivision of the State of Florida, whose principal address is 601 East Kennedy Boulevard, Tampa, Florida 33602, hereinafter referred to as the "Lender".

W I T N E S S E T H:

THAT to secure the payment of an indebtedness in the principal amount of ____dollars (\$ ____) which shall be payable in accordance with that certain Promissory Note, hereinafter referred to as the "Note", bearing even date herewith, inclusive of the signature of the Borrower, which is affixed hereto and made a part hereof, and all other indebtedness which the Borrower is obligated to pay to the Lender pursuant to the provisions of the Note and this Mortgage, the Borrower hereby grants, conveys and mortgages to the Lender:

ALL THAT certain lot, piece or parcel of land situated at _____ in

Hillsborough County and State of Florida bounded and described as follows:

SEE ATTACHED EXHIBIT "A"

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

TOGETHER with any and all awards now or hereafter made for the taking of the Property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to the Lender and are deemed a part of the Property mortgaged hereby; and the Lender is hereby authorized to collect and receive the same toward the payment of indebtedness secured by this Mortgage, notwithstanding the fact that the amount thereon may not then be due and payable; and

TOGETHER with all rights, title and interest of the Borrower in and to the land lying in the streets, roads, or alleys adjoining to the above-described land. All the above described land, buildings, other structures, fixtures, articles of personal property, awards and other rights and interests being hereinafter collectively called the "Mortgaged Property".

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

THAT TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto the Lender, its successors and assigns forever for the purposes and uses herein set forth.

AND the Borrower further covenants and agrees with the Lender, as follows:

1. PAYMENT AND PERFORMANCE.

Payment of the principal amount of this indebtedness is deferred and will not accrue

interest while the Borrower complies with the terms of this Mortgage, remains fee simple owner of the Mortgaged Property and maintains the Mortgaged Property as the Borrower's principal residence for the term of _____ **years** based on the affordability period from the date this Mortgage is executed, hereinafter referred to as the "Loan Term", and complies with the terms of this Mortgage. Without the prior written consent of the Lender, these amounts shall be repaid immediately in full upon transfer of the Mortgaged Property either voluntarily or involuntarily; if the Borrower ceases to occupy the Mortgaged Property as a principal residence; or if the Borrower refinances a senior mortgage loan in violation of the Lender's Subordination Policy. The Borrower shall promptly pay the principal of the indebtedness evidenced by the Note, any interest and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in the Mortgage, without deduction, fraud or delay. The Lender will forgive an equal portion of the principal amount of the indebtedness each full year from the anniversary date of the Note for the duration of the Loan Term while the Borrower occupies the Mortgaged Property as the Borrower's principal residence, in accordance with the Lender's Rehabilitation Program Policy. The portion of the principal amount forgiven shall correspond to the length of time the Borrower occupies the Mortgaged Property in relation to the Loan Term. Should the Borrower comply with all of the terms of this Mortgage and the Note for the duration of the Loan Term, then the full amount of the Note will be forgiven and the Mortgage will be satisfied. The Borrower will perform and comply with all the agreements, conditions, covenants, provisions, and stipulations of this Mortgage and the Note. All payments accepted by the Lender will be applied by the Lender in the following order of priority: (a) interest, if any due under the Note; (b) principal due under the Note.

2. PRIOR MORTGAGES.

The Lender, at its election, and without notice to Borrower, may make any payments the Borrower has failed to make under any mortgage superior to this Mortgage. The Lender is not obligated to make these payments. The Lender may add the amount of these payments to the principal debt secured by this Mortgage. Any payment by the Lender does not release the Borrower from the Borrower's obligations or constitute a waiver of the Borrower's default under this Mortgage. Additionally, the Borrower consents to the Lender obtaining payment history information from the lenders of any mortgages superior to this Mortgage.

3. WARRANTY OF TITLE.

The Borrower has good and marketable fee simple title to the Mortgaged Property, free and clear of all liens, encumbrances, charges, and all other conditions except [include those exceptions that are shown on Lender's policy of title insurance issued with respect to the Mortgage by _____ (name of title insurer) or as shown on **Exhibit "B"** attached to this Mortgage].

4. FUNDS FOR TAXES, ASSESSMENTS AND LIENS.

The Borrower shall pay when due, as hereinafter provided, all taxes, assessments, and any other charges or claims assessed, levied, or filed against the Borrower, the Mortgaged Property, or the interest of the Lender in the Mortgaged Property, or that, by law, may have priority over the indebtedness secured by this Mortgage. The Borrower shall also pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject.

5. BUILDING REMOVAL ADDITIONS AND MAINTENANCE OF MORTGAGED PROPERTY.

No building, structure, improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of the Lender. The Borrower will not make, permit, or suffer any alteration of or addition to any building, structure or improvement which may hereafter be erected or installed upon the Mortgaged Property, or any part thereof, nor will the Borrower use, or permit or suffer the use of, any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of the Lender. The Borrower will maintain the Mortgaged Property in good condition and state of repair and will not commit or permit the commission of waste in or about the Mortgaged Property. The Borrower will not permit the Mortgaged Property to become vacant, deserted, or unguarded, and will maintain the Mortgaged Property in good condition and repair, reasonable wear and tear excepted. The Borrower will make, when necessary, all repairs of every nature.

6. COMPLIANCE WITH REQUIREMENTS

The Borrower will promptly comply with all the laws, ordinances, regulations, requirements, and orders of all federal, state, local, and other governmental authorities relating to the Mortgaged Property. The improvements and all plans and specifications shall comply with all applicable municipal ordinances, regulations and rules made or promulgated with lawful authority.

7. CHARGES AND LIENS.

The Borrower will not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property or any part thereof, any lien superior to the lien of this Mortgage, exclusive of the lien or liens to which this Mortgage is expressly subject, and will keep and maintain the same free from the claims of all parties supplying labor and/or materials which will enter into the construction or installation of the improvements.

8. CONDEMNATION AWARDS

All awards made to the owners of the Mortgaged Property by any governmental or other lawful authorities for taking or damaging the Mortgaged Property by eminent domain, or for

taking any easement in the property, including any awards for any changes of grade of streets, are assigned to the Lender, to the extent these awards are not assigned under any other superior mortgage referenced in this Mortgage. The Lender is authorized to collect and receive the proceeds from the authorities and to give proper receipts for those awards. The Lender will apply these payments (after deduction of attorneys' fees and other costs of collecting the funds) toward the payment of the amount owed on this Mortgage and the accompanying Note, even though the amount owed may not then be due and payable. The Borrower agrees, on request, to make any assignments or other instruments needed to assign the awards to the Lender, free and clear of any encumbrances. The Borrower agrees to give the Lender immediate notice of the actual or threatened commencement of any eminent domain proceedings affecting the Mortgaged Property, and will give the Lender copies of any papers served on the Borrower in connection with those proceedings. The Borrower will not make any settlement for damages sustained without the Lender's prior written approval, which approval will not be unreasonably withheld.

9. NOTICE OF FIRE OR CASUALTY.

The Borrower will give immediate notice by registered or certified mail to the Lender of any fire, damage or other casualty affecting the mortgaged property, or of any conveyance, transfer or change in ownership of such property, or any part thereof.

10. COVERAGE OF INSURANCE POLICIES.

a. The Borrower will keep all buildings, other structures and improvements insured against loss by fire and other hazards, casualties and contingencies in such amounts and manner and for such periods as may be required by the Lender, including flood insurance when applicable, but in an amount at least equal to the outstanding amount of the sums secured by this Mortgage and any senior mortgages. All such insurance policies must include standard fire and extended coverage in amounts not less than necessary to comply with the coinsurance clause. All such insurance shall be carried by companies approved by the Lender, and all policies shall be in such form and shall have attached hereto loss payable clauses in favor of the Lender and any other parties as shall be satisfactory to the Lender. All such policies and attachments thereto shall be delivered promptly to the Lender, unless they are required to be delivered to the holder of a lien or a mortgage or similar instrument to which this Mortgage is expressly subject, in which the latter event certificates thereof, satisfactory to the Lender, shall be delivered promptly to the Lender. The Borrower will pay promptly when due, as hereinafter provided, any and all premiums on such insurance. The Lender shall be listed as an additional insured on all such insurance policies.

b. In the event of loss or damage to the Mortgaged Property, the Borrower will give to the Lender immediate notice thereof by mail, at the address herein above stated and the Lender may make and file proof of loss if not made otherwise promptly by or on behalf of the Borrower.

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

c. At least thirty (30) days prior to the expiration of each policy, the Borrower will furnish the Lender with evidence satisfactory to the Lender of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by the Lender, will be in a form satisfactory to the Lender, and will be maintained in full force and effect. All policies will contain a provision that the policies will not be cancelled or materially amended (including any reduction in the scope or limits of coverage), without at least ten (10) days prior written notice to the Lender. If all or any part of the insurance will expire, or be withdrawn, or become void or unsafe, by reason of the Borrower's breach of any condition, or if for any reason whatsoever the insurance will be unsatisfactory to the Lender, the Borrower will place new insurance on the premises, satisfactory to the Lender.

11. EVENT OF DEFAULT.

An Event of Default will be the occurrence of any one of the following events, and upon that occurrence the Lender may, at the Lender's option, declare all sums secured by this Mortgage to be immediately due and payable after the applicable notice and cure periods have been satisfied:

a. Failure of the Borrower to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage;

b. Failure of the Borrower to maintain the Mortgaged Property as the Borrower's principal residence;

c. Failure of the Borrower to pay any installment of principal or interest, if any or any other sum, on the date it is due under the Note or this Mortgage;

d. Failure of the Borrower to keep all buildings, other structures and improvements insured against loss by fire and other hazards, casualties and contingencies in such amounts and manner and for such periods as may be required by the Lender;

e. Failure of the Borrower to perform any other covenant, agreement, term or condition in the Note, the Mortgage, or any other document executed in connection with this Mortgage;

f. The entry or decree by a court having jurisdiction over the Mortgaged Property with respect to the Borrower in an involuntary case under the federal bankruptcy laws, or any other applicable federal or state bankruptcy, insolvency, or similar laws;

g. The commencement by the Borrower of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency, or other similar law;

h. The appointment of a receiver, liquidator, custodian, trustee, or similar official for any portion of the Mortgaged Property; or

i. If the Borrower, or any persons or entities acting at the direction of the Borrower or with the Borrower's knowledge or consent gives materially false, misleading, or inaccurate information or statements to the Lender or fails to provide the Lender with material information in connection with this Mortgage and the loan application. Material misrepresentations include, but are not limited to, representations concerning the Borrower's occupancy of the Mortgaged Property as the Borrower's principal residence.

12. REMEDIES

a. Upon the occurrence of any Event of Default, prior to acceleration except as indicated in Subparagraph (b), the Lender shall mail notice to the Borrower in accordance with Paragraph 15 hereof, specifying:

1. The breach;
2. The action required to cure such breach;
3. A date not less than thirty (30) days from the date the notice is mailed to the Borrower by which such breach must be cured; and
4. That failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the Mortgaged Property. The notice shall further inform the Borrower of the right to assert in the foreclosure proceedings the non-existence of a default, or any other defense of the Borrower to acceleration and foreclosure.

b. **NOTWITHSTANDING SUBPARAGRAPH (a), IF THE BORROWER DOES NOT REMAIN OWNER, OR NO LONGER OCCUPIES THE HOME, REFINANCES FOR CASH OUT OR ACQUIRES AN EQUITY LINE IN VIOLATION OF THE LENDER'S SUBORDINATION POLICY, IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS RENTED, LEASED, SOLD, MORTGAGED, LIENED, FORECLOSED UPON, OR OTHERWISE TRANSFERRED BY THE BORROWER WITHOUT THE LENDER'S PRIOR WRITTEN CONSENT, THEN IN ANY OF THE FOREGOING EVENTS, THE LENDER MAY AT THE LENDER'S OPTION DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE, WITHOUT NOTICE TO THE BORROWER.**

c. When the entire indebtedness becomes due and payable, because of maturity or because of any Event of Default, the Lender, at the Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand, and may institute an action for mortgage foreclosure, or take any other action at law or in equity for the enforcement of this Mortgage. The Lender may proceed to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate(s) stipulated in the Note, and all other sums due in accordance with the provisions of the Note and this Mortgage.

d. The Lender has the right to bring an appropriate action to recover any sums due under the terms of this Mortgage, as they become due, without regard to whether or not the principal indebtedness or any other sums secured by the Note and this Mortgage will be due. The right to bring these actions will not affect the right of the Lender to subsequently bring an action to foreclose this Mortgage for any default by the Borrower existing at the time the earlier action was commenced.

e. If the Lender engages counsel to collect any of the indebtedness or to enforce performance of the agreements or covenants of this Mortgage or the Note, the Lender's cost, expenses, and reasonable attorney's fees will be paid by the Borrower, on demand, with interest at the federal funds rate overnight plus two points, not to exceed the highest rate permissible under applicable law. Until paid they will be deemed to be part of the indebtedness evidenced by the Note and secured by this Mortgage.

f. If the Borrower fails to pay taxes, assessments, other lienable claims (not including contested claims), or insurance premiums, fails to make necessary repairs, permits waste, or otherwise fails to comply with its obligations under this Mortgage, the Note, or any other document executed in connection with this Mortgage, then the Lender, at its election and without notice to the Borrower, has the right to make any payment or expenditure that the Borrower should have made, or that the Lender deems advisable, to protect the security of this Mortgage or the Mortgaged Property. Any payment by the Lender will not prejudice the Lender's rights or remedies under this Mortgage. All sums, including costs, advanced by the Lender pursuant to this Mortgage will be due immediately from the Borrower to the Lender, will be secured by this Mortgage, and will bear interest at the federal funds rate overnight plus two points, not to exceed the highest rate permissible under applicable law, from the date of payment by the Lender until the date of repayment.

13. RECAPTURE OF FUNDS

In the event the Borrower fails to occupy the Mortgaged Property as the Borrower's principal residence for the entire Loan Term specified in Paragraph 1 above or sells the Mortgaged Property (voluntarily or involuntarily through foreclosure or deed in lieu of a foreclosure) prior to the expiration of the Loan Term specified in Paragraph 1 above, the entire amount of this indebtedness, not including amounts forgiven pursuant to Paragraph 1 above, is subject to recapture by the Lender. The Lender will follow the recapture provisions in its Rehabilitation Program Policy. The Lender will not share in any excess proceeds from a sale of the Mortgaged Property and is only entitled to a share of the net proceeds from the sale based on its Rehabilitation Program Policy.

14. INSPECTIONS.

The Lender may make or cause to be made reasonable entries upon and inspections of the Mortgaged Property, provided that the Lender shall give the Borrower notice prior to any such inspection specifying the reasonable cause therefore related to the Lender's interest in the Mortgaged Property.

15. NOTICE.

Except for any notice required under applicable law to be given in another manner, (a) any notice to the Borrower provided for in this Mortgage shall be given by mailing such notice by registered or certified mail addressed to the Borrower at the Property address or at such other address as the Borrower may designate by notice to the Lender as provided herein, and (b) any notice to the Lender shall be given by registered or certified mail, return receipt requested, to the Lender's address below, or to such other address as the Lender may designate by notice to the Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to the Borrower or the Lender when given in the manner designated herein.

LENDER: Hillsborough County
Affordable Housing Services
601 E. Kennedy 24th Floor
Tampa, Florida 33601

16. APPLICABLE STATE LAW AND VENUE

This Mortgage shall be construed under and in accordance with the laws of the State of Florida. Venue for any dispute arising from or relating to this instrument shall be in Hillsborough County, Florida.

17. SUCCESSORS AND ASSIGNS

This Mortgage will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. If the Borrower, as defined herein consists of two or more parties, this Mortgage shall constitute a grant and mortgage by all of them jointly and severally and they shall be obligated jointly and severally under all the provisions hereof and under the Note. Whenever used herein, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall be applicable to all genders wherever the sense requires.

18. JOINT AND SEVERAL LIABILITY

All agreements, covenants, and other provisions, affecting the Borrower will be joint

and several, and will bind and affect all persons who are defined as “the Borrower” as fully though all of them were specifically named wherever the words “the Borrower” are used.

19. SUBORDINATION

The Lender agrees at the request of the Borrower to execute an agreement subordinating this Mortgage to a subsequent mortgage incurred against the Mortgaged Property, provided that the lien incurred complies with all of the Lender’s terms and conditions, including the Lender’s Subordination Policy. The Lender will not unreasonably refuse to execute a subordination agreement when requested to do so by the Borrower.

20. CAPTIONS

The captions preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and will not constitute a part of this Mortgage, nor will they in any way affect its meaning, construction, or effect.

21. SURVIVABILITY AND SEVERABILITY

a. Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Mortgage shall remain enforceable against such party subsequent to such termination.

b. In the event any section, sentence, clause or provision of this Mortgage is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Mortgage shall not be affected by such determination and shall remain in full force and effect.

22. ESTOPPEL AND WAIVER

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Mortgage. The payment or acceptance of fees for any period after a default shall not be

deemed a waiver of any right or acceptance of defective performance.

23. BORROWER'S COPY

The Borrower shall be given one copy of the Note and of this Mortgage.

24. RELEASE

Upon payment of all sums secured by this Mortgage and the Note or if the Borrower satisfies all of the terms contained herein for the duration of the Loan Term provided for in Paragraph 1, the Lender shall release this Mortgage and the Note. The Borrower shall pay all recordation costs. Extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to the Borrower or any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the Borrower and the Borrower's successors in interest.

25. MERGER AND MODIFICATIONS

This Mortgage may not be modified or amended except by agreement in writing signed by both parties. This Mortgage embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

[Signatures on the following page]

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IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Borrower on the day and year first above written.

**Signed, sealed and delivered
in the presence of:**

Witness Signature

Borrower Signature

Name Printed or Typed

Name Printed or Typed

Witness Signature

Borrower Signature

Name Printed or Typed

Name Printed or Typed

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who is/are personally known to me or who has/have produced _____ as identification.

Witness my hand and official seal the date aforesaid,

Notary Public, State of Florida at Large

Notary: Print or Type Name

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

Address:

Folio Number:

Legal Description:

End of Exhibit "A"

EXHIBIT “B”

TITLE INSURANCE POLICY EXCEPTIONS

(only include when applicable)

SCHEDULE 2

PROMISSORY NOTE

Prepared by:

NMLSR Id (if applicable):

Return To:

Hillsborough County
Affordable Housing Services
Attn: Housing Programs
601 E Kennedy 24th Floor
Tampa, Florida 33619

**HILLSBOROUGH COUNTY
AFFORDABLE HOUSING SERVICES
Owner Occupied REHABILITATION PROGRAM
PROMISSORY NOTE**

Folio Number: _____

Case Number: _____

Date: _____

Place of Execution: _____

Amount: \$ _____

Legal Description: **See Attached Exhibit "A"**

FOR VALUE RECEIVED, _____, whose principal address is _____, hereinafter, and if more than one party jointly and severally, referred to as the "Borrower", promises to pay to the order of Hillsborough County, Florida, a political subdivision of the State of Florida, whose principal address is 601 East Kennedy Boulevard, Tampa, Florida 33602, hereinafter referred to as the "Lender", or its successors, the principal sum of _____ dollars (\$ _____).

1. SECURITY: This Note is secured by a Mortgage of the same date as this Note, covering certain premises, located at _____, as well as personal guarantees, security interests, and other collateral, hereinafter referred to as the "Mortgaged Property".

2. **DEFERRED PAYMENT:** Payment of the principal amount of this Note is deferred while the Borrower remains fee simple owner of the Mortgaged Property and complies with the terms of that certain Mortgage between the parties giving purpose to this instrument. During the deferment this Note will not accrue interest, subject to the exclusions below. If the Borrower retains use and ownership as defined by the Mortgage for the term of ____ years based on the affordability period, hereinafter referred to as the “Loan Term”, then this Note will be considered satisfied under the terms of said Mortgage. The Lender will forgive an equal portion of the principal amount of this Note each full year from the anniversary date of this Note for the duration of the Loan Term while the Borrower occupies the Mortgaged Property as the Borrower’s principal residence, in accordance with the Lender’s Rehabilitation Program Policy. The portion of the principal amount forgiven shall correspond to the length of time the Borrower occupies the Mortgaged Property in relation to the Loan Term.

3. **DEFAULT & ACCELERATION:** The Lender shall have the optional right to declare the amount of the total unpaid balance hereof, including any applicable interest, to be due and forthwith payable in advance of the maturity date of any sum due or installment, as fixed herein, in accordance with the notice and cure provisions stated in the Mortgage, upon the occurrence of any Event of Default as defined in the Mortgage or the Borrower’s failure to perform any of the terms and conditions in this Note. Payment of these amounts may be enforced and recovered by the entry of judgment on this Note and the issuance of execution on the judgment. **IF THE BORROWER DOES NOT REMAIN OWNER, OR NO LONGER OCCUPIES THE HOME, REFINANCES FOR CASH OUT OR ACQUIRES AN EQUITY LINE IN VIOLATION OF THE LENDER’S SUBORDINATION POLICY, IF ALL OR ANY PART OF THE PROPERTY OR AN INTEREST THEREIN IS RENTED, LEASED, SOLD, MORTGAGED, LIENED, FORECLOSED UPON, OR OTHERWISE TRANSFERRED BY THE BORROWER WITHOUT LENDER'S PRIOR WRITTEN CONSENT, THEN IN ANY OF THE FOREGOING EVENTS, THE LENDER MAY AT THE LENDER'S OPTION DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE, WITHOUT NOTICE TO THE BORROWER.**

4. **REMEDIES:** The remedies of the Lender provided in this Note and in the Mortgage, or any other remedies available to the Lender at law or in equity shall be cumulative and concurrent and may be pursued separately, successively, or together at the sole discretion of the Lender, which may exercise them whenever necessary. The failure to exercise any right or remedy shall in no event be construed as a waiver or release of the right or remedy. Upon default, this Note will accrue interest at the federal funds rate overnight plus two points, not to exceed the highest rate permissible under applicable law, or, if this Note be reduced to judgment, such judgment should bear interest at the highest rate permissible under applicable law.

5. **RECAPTURE:** In the event the Borrower fails to occupy the Mortgaged Property as the Borrower's principal residence for the entire Loan Term specified in Paragraph 2 above or sells the Mortgaged Property (voluntarily or involuntarily through foreclosure or deed in lieu of a foreclosure) prior to the expiration of the Loan Term specified in Paragraph 2 above, the entire amount of this indebtedness, not including amounts forgiven pursuant to Paragraph 2 above, is subject to recapture by the Lender. The Lender will follow the recapture provisions in its Rehabilitation Program Policy. The Lender will not share in any excess proceeds from a sale of the Mortgaged Property and is only entitled to a share of the net proceeds from the sale based on its Rehabilitation Program Policy.

6. **ESTOPPEL/WAIVER:** Failure of the Lender to declare a default shall not constitute a waiver of such default. A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of the Mortgage. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

7. **PREPAYMENT:** The Borrower reserves the right to prepay at any time all or part of the principal amount of this Note, including any interest accrued, without the payment of penalties or premiums. All payments of this Note, prior to default, shall be first applied to reduce the principal amount of this Note and then to the accrued interest, if any.

8. **SUBORDINATION:** Lender and Borrower acknowledge and agree that this Note is subject to the Lender's Subordination Policy.

9. **RESPONSIBILITY OF PERSONS UNDER THIS NOTE:** All persons who sign this Note are fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note is also obligated to fulfill all obligations pursuant to this Note. The Lender may enforce its rights under this Note against each of the Borrowers individually or against all of the Borrowers together and may enforce its right against any of the Borrowers in any order. This means that any of the Borrowers may be required to pay all of the amounts owed under this Note.

10. **COLLECTION COSTS:** If suit is instituted by the Lender to recover this Note, the Borrower agrees to pay all costs of such collection including reasonable attorney's fees and court costs.

11. **PARTIES:** The words "Borrower" and "Lender" in this Note shall be construed to include

the respective heirs, personal representatives, successors, and assigns of the Borrower and the Lender.

12. CONSTRUCTION AND VENUE: This Note shall be governed by and construed under the laws of the State of Florida. Venue for any dispute arising from or relating to this instrument shall be in Hillsborough County, Florida.

[Signatures on the following page]

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IN WITNESS WHEREOF, this Note has been duly executed by the Borrower as of the above date.

ATTEST:

BORROWER:

Witness Signature

Borrower Signature

Name Printed or Typed

Name Printed or Typed

Witness Signature

Borrower Signature

Name Printed or Typed

Name Printed or Typed

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, who is/are personally known to me or who has/have produced _____ as identification.

Witness my hand and official seal the date aforesaid,

Notary Public, State of Florida at Large

Notary: Print or Type Name

My Commission Expires:_____