

**CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM  
FUNDING AGREEMENT**

THIS AGREEMENT ("Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between the Community Redevelopment Agency of the City of Pensacola, Florida, whose address is P.O. Box 12910, Pensacola, Florida 32521, a public body corporate and politic of the State of Florida, hereinafter referred to as the "CRA", and \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter referred to as the "Owner."

**WITNESSETH**

**WHEREAS**, the CRA administers a Residential Property Improvement Program ("Program") which was authorized by Resolution No. 02-10, adoption of the Urban Core 2010 Plan and Resolution No. 13-07, adoption of the Westside Community Redevelopment Plan and adoption of Ordinance No. 47-00 as amended by Ordinance No. 15-05, Ordinance No. 34-14 and Ordinance No. 22-17; and

**WHEREAS**, the Owner desires to participate within the Program and complies with the Program requirements as hereinafter addressed, to receive funds to be used for the improvement of the property addressed as \_\_\_\_\_, and legally described as \_\_\_\_\_ ("Property"); and

**WHEREAS**, the CRA has committed funds to be applied to the costs of improving the Property, a sum not to exceed \$ \_\_\_\_\_; and

**WHEREAS**, the CRA is responsible only for providing funding within applicable Program Guidelines and is not acting in the capacity of a property improvement finance agency or a property improvement contractor;

**NOW THEREFORE**, in consideration of Ten Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged by the parties, and of the mutual covenants and promises contained herein, and other good and valuable consideration, the Owner and the CRA agree and covenant each with the other as follows:

**SECTION 1. RECITALS.**

The Parties acknowledge and agree that the above recitals are true and correct and are hereby incorporated into this Agreement by this reference.

**SECTION 2. COMPLIANCE WITH PROGRAM.**

The Owner represents and warrants to CRA that Owner meets the requirements for participation in the Program and shall comply with the Program as set forth by the CRA and in the "Program Documents" including but not limited to the Program Guidelines, the Program Application and any affiliated documentation, any CRA-approved plan(s) or drawing(s), the CRA-approved work specifications, award

notification letter, addenda issued prior to the execution of this Agreement, and the Lien Agreement that Owner shall execute in conjunction with this Agreement, all such documents attached hereto as Exhibit A and incorporated herein by this reference and any other documents listed in this Agreement, modifications issued after execution of this Agreement, and any other documents required by the CRA, and further warrants and agrees to compliance with the following requirements in this Section, and any other requirements or obligations under this Agreement or the Program.

### **SECTION 3. PROJECT WORK**

The Owner shall enter into legally binding contracts ("Contracts") with a competent, properly licensed contractor(s) ("Contractor(s)") to construct the facade improvements ("Project"), upon prior written approval by the West Florida Regional Planning Council (WFRPC), as agent for the CRA, as defined by the plans and specifications approved by WFRPC. The Project under said Contracts shall include the construction and services, including all labor, materials, equipment, and services provided by the Contractors, necessary to construct the Project.

### **SECTION 4. DISBURSEMENTS AND LOAN SECURITY**

1. Funds for the costs of the Project under the Program and in accordance with the CRA approved plans and specifications, will be payable, based on a percentage of the final project costs as specified in the Program Guidelines or \$\_\_\_\_\_, whichever is less.
2. Program funds will not be disbursed until: (1) WFRPC renders written determination that construction of the Project has been satisfactorily completed, (2) the Owner has issued a Statement of Completion, (3) Contractor has delivered to the WFRPC a complete release of all liens arising out of the Contracts covering all labor, materials, and equipment for which a lien could be filed, or the Contractors have issued a bond in an amount needed to satisfy the amount owed for each such lien. Owner acknowledges and agrees Program funds will not be disbursed for Projects that do not fully comply with any of the covenants or agreements contained in the Program Documents, this Agreement or CRA requirements.
3. Upon the receipt of all required documentation and verification by WFRPC of compliance with the Program Documents and CRA requirements, the CRA will process payment. Documentation should be submitted by the 25th of the month (earlier if 25th falls on a weekend or a holiday) for payment on the 10th of the month. Those submitted after the 25th of the month will be processed for payment on the 10th of the following month.
4. Owner hereby expressly agrees any monies received from the CRA shall be secured by a lien against the Property, such lien to be forgiven on a daily basis over a ( ) three (3) year or ( ) five (5) consecutive year period, during which time the Owner shall not cause or allow the Project to be modified, altered, removed or demolished, and shall not cause or allow the Property to be sold, conveyed, transferred, demolished, or converted to one hundred percent (100%) commercial use. Except that, in the event of the death of the original grantee or sale of the property prior to the expiration of the date determined in the lien agreement, the loan may be extended to an eligible heir and the expiration date for the lien agreement will remain unchanged. If the title is transferred to a non-eligible heir, the loan must be repaid in full.

5. The Owner shall provide to the CRA a security interest in the property being improved by executing the lien documents, and any related documents in the sole discretion of the CRA, against the Property in favor of the CRA.

6. The Owner hereby expressly agrees Owner shall repay the CRA any monies received, or any remaining unpaid balance of money received from CRA, to the satisfaction of the CRA, upon failure to perform or non-compliance with any of the covenants or agreements contained in the Program Documents, this Agreement, or CRA requirements, due to any cause or omission whatsoever.

7. The Owner hereby expressly agrees Owner shall pay all closing costs, fees, or taxes whatsoever, arising in relation to the lien instrument, and all such amounts shall be paid by Owner upon execution of the documents, including, without limit, recording and filing fees. These costs shall be payable from the funding awarded in accordance with the Program Documents.

#### **SECTION 5. NO CRA LIABILITY FOR CONTRACTOR.**

1. The CRA assumes no liability for any inspection or non-inspection of the Project at any stage. Nothing in this Agreement shall be construed to indicate CRA is providing any warranty or guarantee of the labor, systems, appliances, or materials utilized during the performance of the Project. Performance of warranty services under the Contract Agreements are the sole responsibility of the Owner.

2. The Owner, by applicable law, shall not exclude from participation or discriminate against any Contractor because of age, race, color, religion, sex, handicap and/or disability, or national origin.

1. That Owner will not commit, permit, or suffer any waste, impairment, or deterioration of the Property. Upon failure of the Owner to keep the buildings and improvements on the Property in good condition or repair, the CRA may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured hereby. Failure of the Owner to comply with the demand of the CRA for a period of thirty (30) days shall constitute a default under this Agreement.

2.

3. The Owner will be required to pay all the costs, charges and expenses, including reasonable attorney's fees and costs of abstracts of title, incurred or paid at any time by the CRA or its assigns in collecting or attempting to collect the lien or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Owner to promptly and fully perform the agreements and covenants of the instrument or instruments evidencing the lien and this Agreement; and said costs, charges and expenses, with interest thereon at the maximum rate allowed by law, shall be immediately due and payable and secured by the lien.

#### **SECTION 7. CRA ACCESS**

The Owner shall cooperate with the CRA during the full course of the Project to facilitate the completion of the Project. The Owner agrees CRA or its agents shall have access to the Property to inspect the Project at any time for compliance.

## **SECTION 8. UNKNOWN REHABILITATION WORK**

The Parties acknowledge concealed problems may be discovered as the Project progresses, and as such, the Owner agrees any corrective work items required by such discovery are not covered in the plans and specifications approved in conjunction with the Program. Owner shall provide written notice to CRA of any such discovery. The Owner shall be responsible for payment for any additional work.

## **SECTION 9. MODIFICATIONS.**

Owner shall not cause or allow additions, deletions or modifications to the final plans submitted as part of the Program Documents or changes to the construction documents, unless such have received prior review and written approval by the WFPRC, and including a written change order signed by the Owner and Contractor. Except in an emergency endangering life or property, failure to receive such approval shall invalidate this Agreement and this Agreement will be deemed null and void.

## **SECTION 10. OTHER APPROVALS.**

Owner shall secure and pay for all necessary approvals, easements, assessments and charges required by the Land Development Code of the City of Pensacola for the construction, use, or occupancy of permanent structures or permanent changes in existing facilities.

## **SECTION 11. INDEMNIFICATION.**

The Owner shall hold harmless the CRA and the City of Pensacola, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents from any and all claims, suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with this Agreement.

## **SECTION 12. TERMINATION.**

Owner agrees that should Owner materially fail to comply with any term of this Agreement, the CRA may, in CRA's sole discretion, upon seven (7) days of date of written notice to the Owner, wholly suspend or terminate the activities governed by this Agreement and the funds committed for those activities.

## **SECTION 13. MISCELLANEOUS PROVISIONS.**

1. Owner hereby expressly agrees that the Program funding provided under this Agreement does not constitute any activity regulated by Sec. 520.50, et seq., Florida Statutes, and hereby waives any claim or cause of action which may arise under those provisions with respect to the City of Pensacola, the CRA or WFRPC, their officers, employees and agents, whether appointed or elected.
2. This Agreement shall be governed by the laws of the State of Florida, and venue shall be in Escambia County.
3. Should any section or part of any section of this Agreement be rendered void, invalid, or

unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

4. This Agreement is non-assignable by either party and constitutes the entire agreement between the Owner and CRA and all prior or contemporaneous oral and written agreement or representations of any nature with reference to the subject of the agreement are canceled and superseded by the provisions of this Agreement.

**IN WITNESS WHEREOF**, the Owner and CRA have executed or caused these presents to be executed by their respective authorized representatives to be effective as of the day and year first above written.

COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF  
PENSACOLA

Attest:

\_\_\_\_\_  
Jewel Cannada-Wynn, CRA Chairperson

\_\_\_\_\_  
Ericka L. Burnett, City Clerk

SEAL

LEGAL OWNER(S)

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2

\_\_\_\_\_  
Witness # 2

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Approved as to Content:

\_\_\_\_\_  
Legal in Form and Valid as Drawn:

\_\_\_\_\_  
M. Helen Gibson, CRA Administrator

\_\_\_\_\_  
Susan Woolf, City Attorney

**Exhibit A**  
**PROGRAM DOCUMENTS**