File #: 25-702, **Version:** 1

Interoffice Memorandum

DATE: April 18, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director Planning, Environmental, and Development Services Department

CONTACT: Mitchell Glasser, Manager

PHONE: 407-836-5190

DIVISION: Housing and Community Development Division

ACTION REQUESTED:
Approval and execution of 1) Subrecipient Agreement between Orange County, Florida and Aspire Health Partners, Inc. regarding U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") Program FY 2024-2025; 2) Subrecipient Agreement between Orange County, Florida and Coalition for the Homeless of Central Florida, Inc. regarding U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") Program FY 2024-2025 FY 2022-2023; 3) Subrecipient Agreement between Orange County, Florida and Orlando Neighborhood Improvement Corporation, Inc. and ONIC-Maitland Oaks, LLC regarding U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") Program FY 2022-2023 FY 2023-2024; and 4) Project Administration Subrecipient Agreement (#2024-11-04) between Orange County, Florida and The Salvation Army regarding The Emergency Solutions Grant ("ESG") Program FY 2024-2025. Districts 2 and 6. (Housing and Community Development Division)

PROJECT: Subrecipients Agreements for Aspire Health Partners, Inc; Coalition for the Homeless of Central Florida, Inc.; Orlando Neighborhood Improvement Corporation, Inc. and ONIC-Maitland Oaks, LLC; and The Salvation Army Project Administration.

PURPOSE: On August 13, 2024, the Board approved the 2024-2025 Annual Action Plan for housing and community development programs, to include Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG), funded through the United States Department of Housing and Urban Development (HUD). The Action Plan utilizes CDBG funds to support capital

improvements related to rehabilitation of public facilities that provide services and/or affordable housing to low- to moderate-income individuals and families. Orange County must execute Subrecipient Agreements with the non-profit agencies providing public and homeless services and/or housing. The County Attorney's Office has reviewed the agreement as to form.

BUDGET: N/A

APPROVED BY ORANGE
COUNTY BOARD OF
COUNTY COMMISSIONERS

BCC Mtg. Date: May 20, 2025

SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

ASPIRE HEALTH PARTNERS, INC.

regarding

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")
COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM

FY 2024-2025

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between **ORANGE COUNTY, FLORIDA,** a charter county and political subdivision of the State of Florida, on behalf of its Housing and Community Development Division (the **"County"**), and **ASPIRE HEALTH PARTNERS, INC.,** a qualified not-for-profit corporation registered under the laws of the State of Florida (the **"Subrecipient"** or **"Agency"**).

RECITALS

WHEREAS, the County is a federal recipient of Community Development Block Grant (**"CDBG"**) Program funding as provided by the U.S. Department of Housing and Urban Development (**"HUD"**) pursuant to its authority under Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.);

WHEREAS, as a CDBG funding recipient, the County fulfills the CDBG Program's Goal of assisting individuals and families in need of public services by issuing federal subawards (**"Subaward(s)"**) to community agencies that are able to operate CDBG-eligible public service projects;

WHEREAS, the Agency is a private not-for-profit corporation with experience in developing CDBG funding eligible projects (**"Work"**) described in the *Scope of Work* attached to this Agreement as **"Exhibit C"** (hereafter referred to as the **"Project"**),

WHEREAS, the Agency submitted a proposal to the County requesting monetary assistance for the Project as part of the Orange County's 2024-2025 Action Plan, which was approved by the Orange County Board of County Commissioners (**"Board"** or **"BCC"**) on August 13, 2024; and

WHEREAS, the County has determined that the Project will serve a valid public purpose that fulfills the purposes and policies of the Act and the CDBG Program and desires to utilize certain CDBG Funds to meet the objectives further detailed in the *Scope of Work* attached as **"Exhibit C"**; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the CDBG Program regulations, and to secure other covenants and obligations from the Agency regarding the Project and use of CDBG Funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge County and Agency agree as follows:

ARTICLE I - RECITALS

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II – NATIONAL OBJECTIVES AND APPLICABLE FEDERAL REQUIREMENTS

Section 1. Compliance with National Objectives

1.1 **National Objectives.** The Agency, as a subrecipient of CDBG Funds, hereby affirms that the activities carried out with the Funds provided under this Agreement meet one or more of the CDBG Program national objectives, as defined in the CDBG Code of Federal Regulations 24 CFR § 570.200(a) and 24 CFR § 570.208 (collectively hereinafter referred to as **"National Objectives"**).

1.2 **Required Certification.** Pursuant to 24 CFR § 570.200(a), the Agency hereby certifies that the Work provided under this Agreement will benefit low- and moderate-income persons.

Section 2. Limited Clientele. The Agency may provide Work funded by this Subaward to Limited Clientele so long as doing so meets the requirements found in 24 CFR § 570.208(a)(2) (**"Limited Clientele"**) and falls within the *Scope of Work* attached to this Agreement as **"Exhibit C."**

Section 3. Applicable Federal Requirements

3.1 This Agreement is funded pursuant to **Federal Award Identification Number: B-24-UC-12-0003, CFDA 14.218** and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related Work.

3.2 The Agency shall comply with the regulations found in 2 CFR Part 570 (**"Community Development Block Grants"**), with details of HUD requirements concerning CDBG, with the Code of Federal Regulations Title 2, Part 200, as amended by 24 CFR § 570.502 (**"Uniform Administrative Requirements"**), all federal regulations and policies issued pursuant to these regulations, and any other relevant or related federal directive or applicable laws (collectively, **"Applicable Federal Law(s)"**).

3.3 A partial list of the Applicable Federal Laws is attached as **"Exhibit A,"** for convenience and reference purposes only and shall not be relied upon by the Agency to be the full and exhaustive list of Applicable Federal Laws.

3.4 The Agency hereby acknowledges that the specific provisions of Applicable Federal Laws referenced in this Agreement or in **"Exhibit A"** are referenced only for emphasis. The exclusion of a specific provision of Applicable Federal Law from this Agreement does not alleviate the Agency from its obligation to comply with such applicable provisions.

3.5 **By executing this Agreement, the Agency hereby certifies that it has reviewed the Applicable Federal Laws and that it understands its obligations pursuant to such federal laws, regulations, policies, and directives.**

Section 4. Agreement between County and HUD. The Agency shall be bound by the standard terms and conditions used in the CDBG Agreement between the County and HUD (a copy of which has been provided to the Agency and is hereby incorporated into this Agreement by reference), and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

ARTICLE III – USE OF SUBAWARD

Section 1. Use of Subaward Funds

1.1 The Agency shall use the Subaward received under this Agreement only for the purpose of conducting the Project and providing the agreed upon Work described in the *Scope of Work* attached to this Agreement as **"Exhibit C"**. CDBG Funds shall not be used for any purpose other than those provided for in this Agreement.

1.2 The Agency shall have and shall document an established process for determining eligibility of applicants that is consistent with recordkeeping requirements established by HUD.

1.3 The Agency shall utilize CDBG Funds to provide the Work only to those entities that meet the CDBG Program's eligibility requirements (**"Clients"**).

1.4 The Agency shall provide all required staff, volunteer workers, and services required for the operation of the Project. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Agency removes any employee, volunteer, associate, or agent of the Agency that the County deems incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.

1.5 CDBG Funds shall be expended only for costs associated with the implementation of those Work activities in the *Budget* attached as **"Exhibit B"**.

Section 2. Project Completion Date. The Project shall be completed no later than **December 31, 2025** (**"Completion Date"**). The Completion Date may be extended by the Program Administrator, in their sole discretion, in the event of any unavoidable delays deemed to be beyond the control of the Agency. Any such extension of the Completion Date by the Program Administrator shall be done in writing and shall not extend beyond the term of the Federal Award. For the purposes of this Agreement, the "**Program Administrator**" is the Manager of the County's Housing and Community Development Division or their designee.

Section 3. Work Area. The Agency shall provide the Clients with Work at the designated facility located at the address designated in the *Scope of Work* attached as **"Exhibit C"**, or such other address located within Orange County as may be provided to and approved by the County in writing.

ARTICLE IV – CONFIDENTIALITY AND PUBLIC RECORDS

Section 1. Florida Information Protection Act ("FIPA")

1.1 If applicable, the Agency shall be responsible for protecting **"Personal Information"** in compliance with the terms of Section 507.171, Florida Statutes.

1.2 Pursuant to Section 501.171(g)1., Florida Statutes, "Personal Information" means either of the following:

(a) An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

(1) A social security number;

(2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional;

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual; or

(6) Any information regarding an individual's geolocation.

(b) A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

Section 2. Public Records Compliance Requirements.

2.1 Pursuant to Section 119.0701, Florida Statutes, the Agency shall:

(a) Keep and maintain public records required by the County to perform the service.

(b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records to the County.

(d) Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.

(e) If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

(f) All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

2.2 **Florida Agencies.** If the Agency is an "Agency" as defined by Section 119.011, Florida Statutes, then the Agency shall comply with its own obligations under Chapter 119, Florida Statutes. The Agency additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Agency will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 3. Health Insurance Portability and Accountability Act ("HIPAA")

3.1 Under this Agreement, each party shall limit its transmission of data to the other party only to data that either: (a) is not **"Protected Health Information,"** as defined in 45 CFR § 160.103; or (b) has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.

3.2 Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that: (a) a Business Associate Agreement has been executed; and (b) all the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed including, but not limited to, obtaining signed and written authorizations or consents from the patient or client.

ARTICLE V - FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding Limitations.

1.1 The Agency understands that this Agreement receives one-hundred percent (100%) of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of any portion of the funds provided through the Subaward, the Agency shall be responsible for reimbursing the County for the total amount owed.

1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.

1.3 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any services or expenses incurred not within the term of this Agreement.

1.4 The Agency understands and agrees that the Work provided to the Clients are on an "as needed basis," and that the dollar values referred to in this Agreement do not in any way constitute a guarantee of the level of service that may be requested of the Agency or a guaranteed payment of the total maximum amount payable.

1.5 The County shall be the final authority as to the availability of CDBG Program funds and as to how such funds will be allocated.

1.6 The County reserves the right to reduce or otherwise alter the Subaward amount of this Agreement at its sole discretion. Notification of such funding modification shall be provided in accordance with **Article XIV ("Notices")**.

Section 2. Budget.

2.1 The Subaward shall be an amount not to exceed the total amount indicated in the *Budget* attached as **"Exhibit B"**. Such Subaward shall be paid in accordance with the *Budget*, and any federal, state and local laws, rules, regulations, and orders.

2.2 All Funds allocated to the Agency from the County for the current CDBG Program year shall be expended according to the budgetary line-item expenditures provided for in the *Budget*. Requests for transfers within approved line items in the *Budget* that are reasonable and justifiable, are permissible with the approval of the County's Manager of the Housing and Community Development Division (**"Manager"**) upon written request by the Agency. Such request shall be submitted no later than ten (10) days prior to the Project's Completion Date set forth in **Article III** of this Agreement.

ARTICLE VI - BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. Billing Requirements

1.1 The Agency shall submit all invoices and/or requests for reimbursement to the County on or before the last business day of each fiscal quarter (ending December 31, March 31, June 30, and September 30) or at such greater or lesser frequency as required in the *Scope of Work* attached to this Agreement as **"Exhibit C"** and in accordance with the Project timeline. Submittals shall include CDBG Program allowable Work incurred during the prior month and a completed itemized *Invoice*, a draft copy of which is attached as **"Exhibit D.**"

1.2 Each invoice shall be completed in its entirety and shall itemize all CDBG Program approved Work and expenditures incurred by the Agency for the prior month.

1.3 Invoices submitted to the County shall include copies of supporting documentation for all expenditures and/or Work charged. "**Supporting Documentation"** shall include, but not be limited to: documentation supporting the completion of services (material and labor costs, etc.), accounting records supported by documentation (copies of issued checks, invoices, payroll and time sheets submitted via LCPTracker, etc.), and any other documents relating to the expenditures incurred and paid for by the Agency relating to the Project and Work provided under this Agreement. All charges for Work or expenditures submitted for reimbursement must be eligible under the CDBG Program requirements.

1.4 Requests for payment or reimbursement deemed by the County, in its sole discretion, as ineligible shall be rejected by the County for payment. The County retains the right to reject approval for payment of any expenses or services the County deems as failing to meet CDBG Program requirements.

1.5 The Agency shall submit the Agency's invoices in accordance with the following procedures:

(a) Submit a completed Invoice to the attention of the Program Administrator on or before the last business day of the fiscal quarter following the quarter during which CDBG grant-related Work were provided and expenses incurred.

(b) Submit records of the Subaward funds expended during the prior quarter along with Supporting Documentation of payment being made by the Agency.

(c) The Agency shall ensure that all social security numbers included on documents submitted to the County are excluded, deleted, or redacted, except the last four digits which may be used to identify Clients in records or reports if the Agency does not have a Client identification numbering system in place.

(d) For employee salaries, the Agency shall submit time sheets or other records documenting the time employees spent in CDBG Program related activities for the pay period(s) reimbursement is being requested. This shall include records for employees that are partially involved in Project activities. As part of its quarterly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment provided to vendors.

(e) The Agency must submit an AIA form that is standard use in the capital improvement project industry that includes the original *Budget* amount, amount requested to date, current billing amount and balance of funding, all of which is to be listed by line item.

Section 2. Payment

2.1 **Local Government Prompt Payment Act.** The County shall make payments to the Agency for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70, et. seq., Florida Statutes. All checks disbursed from the County shall be made payable to the Agency.

2.2 The County reserves the right to withhold or deny payment of Funds to the Agency for: (i) an incomplete invoice and/or failure to provide any and all required supporting documentation; (ii) Work performed relating to the Project or this Agreement deemed to be unsatisfactory; and (iii) the Agency's failure to comply with the terms and conditions of the CDBG Program, Applicable Federal Laws, or this Agreement. In such case, the County shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance of such action.

2.3 The Agency shall repay the County any funds deemed by the County as paid in error to the Agency under the terms of this Agreement. The County reserves the right to reduce future payments due to the Agency by the amount owed to the County which is not repaid within ninety (90) days after the County's request.

2.4 The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement, including, but not limited to, failure to submit

Annual Programmatic Reports attached to this Agreement as **"Exhibit F"**, or failure to assist the number of Clients projected, have not been met.

2.5 **Funds Paid in Advance.** If the Agency is provided Subaward funds in advance pursuant to this Agreement, the Agency and the County must agree to and execute the *Subaward Advance Terms and Affidavit* attached to this Agreement as **"Exhibit G"**. Additionally, the Agency hereby certifies to the County that, if the Agency receives an advance of the Subaward:

(a) The Agency shall comply with 2 CFR § 200.305(b) (**"Federal payment"**) and therefore shall:

(1) Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Agency, and (ii) the Agency's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;

(2) Review 2 CFR § 200.305(b) and maintain financial management systems that comply with the standards therein for fund control and accountability; and

(3) Make timely payment to its contractors and vendors.

(b) **Fidelity & Employee Dishonesty Insurance.** If paid in advance, the Agency shall present the following proof of insurance Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived at the discretion of the County's Risk Management Division if the Agency is a "state agency or subdivision" as defined by Section 768.28(2), Florida Statutes.

(c) Failure on the part of the Agency to use advance funds exclusively for permitted uses shall be cause for termination of this Agreement and will jeopardize the Agency's ability to receive advances or awards from the County in the future.

ARTICLE VII - PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Maintenance, Retention, and Access to Records

1.1 The Agency, and its subcontractors (if any) that are providing Work, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.

1.2 The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.

1.3 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each subaward awarded separately from expenditures from other sources. The Agency shall ensure that all funds received from the County under the CDBG Program are kept in accounts separate and apart from all other funds and accounts of the Agency.

1.4 The Agency shall establish and maintain separate accounting records for the Agency's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the CDBG Program, and any directives issued by HUD.

1.5 The Agency shall maintain records including, but not necessarily limited to, the following:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(f) Financial records as required by 24 CFR § 570.502 and 2 CFR Part 200;

(g) Records necessary to document compliance with CDBG program requirements described in 24 CFR Part 570, Subpart K;

(h) Voucher System showing all supporting documentation, including purchase orders, invoices, and requisition;

(i) Book of Original Entry showing cash receipts, disbursement journals and general ledger;

(j) Chart of Accounts listing all accounts;

(k) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;

(l) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;

(m) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;

(n) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;

(o) Petty cash record system showing monthly or more frequent reimbursement procedures;

(p) Documentation of purchasing practices showing formal pre-numbered purchase order system;

(q) Inventories and other safeguards against loss by theft or physical deterioration of food, clothing, equipment or other items;

(r) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with a minimum value of One Thousand Dollars ($1,000.00), and annual inventory reflecting actual value of property;

(s) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project;

(t) Client eligibility, including Client income, family configuration, number of female head of households assisted, race, ethnic origin, type of assistance requested, and Service(s) provided relating to the Project, including source documentation to support how CDBG Funds were expended; and

(u) Documentation which demonstrates that Clients meet the eligibility *Income Guidelines* as set forth in **"Exhibit E"**, when such eligibility income guidelines are applicable.

1.6 The Agency shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Agency's performance under this Agreement.

1.7 All records that were created, utilized, or maintained for the purpose of fulfilling the Agency's obligations pursuant to this Agreement, whether paper or electronic (**"Relevant Records"**), shall be retained by the respective record holder for a period of ten (10) years after termination of this Agreement, including any extensions or renewals of this Agreement.

1.8 In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of ten (10) years after the resolution of any such event.

1.9 The Agency shall permit the County, the Comptroller of Orange County (the **"Comptroller"**), HUD, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

1.10 If the *Scope of Work* in **"Exhibit C"** is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, HUD, the Comptroller General of the United States, or any of their authorized representatives.

1.11 **The Agency shall ensure that the provisions of this Section are incorporated into any agreements into which it enters that are related to this Agreement and the CDBG Program.**

Section 2. Financial Standards

2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the 2 CFR Part 200, Subparts E (**"Cost Principles"**) and F (**"Audit Requirements"**).

2.2 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.

2.3 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.

Section 3. Program Income and Fees

3.1 **Program Income**

(a) CDBG **"Program Income,"** is defined in 24 CFR §570.500(a) and, for the purposes of this Agreement, means gross income received by the Agency and directly generated by a CDBG supported activity or earned only as a result of this Agreement during the Project period.

(b) Program Income includes, but is not limited to, income from fees for Work performed; Client donations to the Program; funds received from the use or rental of real or personal property acquired with Subaward funds; proceeds from the disposition of property purchased or improved with CDBG Funds; any interest earned on CDBG funds held in a revolving fund account; or proceeds from the disposition of equipment bought with CDBG funds.

(c) Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program Income generating activities that are only partially assisted with CDBG Program funds, such income shall be prorated to reflect the actual percentage of CDBG Program funds that are used in accordance with 24 CFR §570.500.

3.2 The Uniform Administrative Requirements require that Program Income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:

(a) Added to funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Work to additional Clients, over and above the number of Clients specified in the Agreement;

(b) Used to finance the non-federal share of the Project when approved by the County; and

(c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.

3.3 Program Income on hand at the time of expiration of the Agreement must be returned to the County along with accounts receivable that are attributable to the use of CDBG Program Funds.

Section 4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR §§ 570.502, 570.503, and 570.504, as applicable, which include, but are not limited to, the following:

4.1. The Agency shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

4.2. Real property under the Agency's control that was acquired or improved, in whole or in part, with Subaward funds in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 570.208 until five (5) years after the expiration of of this Agreement. Failure to comply with this subsection will result in the Agency paying the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The Agency may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4.3. If equipment acquired, in whole or in part, with funds under this Agreement is sold, then the proceeds will be considered Program Income. If the Agency does not need said equipment for activities under this Agreement, then the Agency will either (a) transfer the equipment to the County for the CDBG program, or (b) retain the equipment after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment

ARTICLE VIII - RISK ASSESSMENT, MONITORING, AND AUDITING

Section 1. Risk Assessment. The County shall conduct a risk assessment of the Agency and regularly complete a suspension and debarment check for the Agency performing Work under this Agreement.

Section 2. Monitoring and Remedies for Non-Compliance.

2.1 The Agency shall systematically and expeditiously furnish the County any and all data needed for the purpose of CDBG Project monitoring and evaluation. This data shall include information of the Work provided and any other data that may be required by the County, in its sole discretion, to adequately evaluate the CDBG Project cost and effectiveness of the Work provided.

2.2 CDBG Project programmatic and financial monitoring shall be performed periodically by the County with a Letter of Findings provided, if applicable, and shall comply with the 2 CFR § 200.329 (**"Monitoring and Reporting Program Performance"**)**.** The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, within thirty (30) days of the date of the Letter of Findings.

2.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.

2.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right of termination of monthly contribution payments, and/or restitution of any use by the Agency of CDBG Funds determined to not be in conformance with the terms and conditions of this Agreement. This provision shall survive the termination of this Agreement.

2.5 Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

2.6 Financial reporting shall be performed in accordance with the 2 CFR § 200.328 (**"Financial Reporting"**). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.

2.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with CDBG regulations.

2.8 The County may conduct monitoring visits, as it deems necessary, to evaluate the Agency's compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations.

Section 3. Auditing. The County, the Orange County Comptroller (**"Comptroller"**), the Federal Government, or any authorized designee or representative of any such government agency, shall have the right to audit the Agency's use of Subaward funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

3.1 **Audit requirements**. If the Agency expends $750,000 or more during its fiscal year in federal awards, the Agency must have a single audit or program-specific audit conducted for that year in accordance with 2 CFR § 200.501 (**"Audit Requirements"**).

3.2 **Single audit**. If the Agency expends $750,000 or more during the its fiscal year in federal awards, the Agency must have a single audit conducted in accordance with the Federal Code 2 CFR § 200.514 (**"Scope of Audit"**), except when the Agency elects to have a program-specific audit conducted in accordance with 2 CFR Part 200.501(c).

3.3 **Exemption.** An exemption shall apply when the federal awards expended are less than $750,000. If the Agency expends less than $750,000 during its fiscal year in federal awards, the Agency is exempt from federal audit requirements for that year, except as noted in 2 CFR § 200.503 (**"Relation to Other Audit Requirements"**), but records must be available for review or audit by the County, Comptroller, appropriate HUD officials, and Government Accountability Office (**"GAO"**).

Section 4. Audit Submission

4.1 Audits shall be submitted to the County, no later than thirty (30) days after the auditor's report is received by the Agency. All audits shall be completed no later than one-hundred eighty (180) days after the close of the Agency' fiscal year, or as specified in accordance with 2 CFR Part 200, Subpart F (**"Audit Requirements"**).

4.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which is compliant with 2 CFR Part 200, Subpart F, shall be forwarded to the County, with a copy provided to the Orange County Comptroller's Office, at both of the following addresses:

(a) Orange County, Florida
Housing and Community Development Division
Attn: Manager

525 E. South Street
Orlando, Florida 32802-1393

Or electronic mail to: janna.souvorova@ocfl.net

AND

(b) Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38, Orlando, Florida 32802

Or electronic email to: jamille.clemens@occompt.com

4.3 Audit requirements stipulate that grantees and sub-grantees that spend $1,000,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of the Federal Code 2 CFR Part 200, Subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is: https://harvester.census.gov/facweb/.

4.4 In the event the Agency is required to submit their audit (single or program-specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200, Subpart F, a copy of the audit will be forwarded to the County and Comptroller's Office, as otherwise required by this Article.

4.5 Failure to comply with this requirement shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement from the Agency.

ARTICLE IX – TERM AND TERMINATION

Section 1. Term. The "**Term**" of this Agreement begins on the date of execution by the County and terminates five (5) years after the Project's Completion Date (as defined in the *Scope of Work*) (or **"Use Period"**). Due to the County's obligations to HUD, funding availability under this Agreement shall terminate on September 1, 2030.

Section 2. Subaward Period of Performance

2.1 The "Subaward Period of Performance" is the time during which the Agency may incur obligations to carry out the work or services authorized under this Agreement. The Agency may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).

2.2 The Subaward Period of Performance of this Agreement is: the date of execution by the County to December 31, 2025. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award's Period of Performance shall prevail.

Section 3. Termination

3.1 The County may terminate this Agreement without cause and for convenience upon its provision of thirty (30) days prior written notice to the Agency. The Agency may terminate this Agreement without cause and for convenience upon its provision of forty-five (45) days prior written notice to the County. Any such notice shall comply with the requirements set forth in **Article XIV** (**"Notices"**) and shall be effective upon the other party's receipt of such notice.

3.2 In the event this Agreement is terminated before the end of the Term, whether for cause or convenience, the Agency shall reimburse the County all, or a portion, of the Subaward funds expended on the Project. Enforcement of such requirement shall be at the sole discretion of the County.

3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:

(a) Unauthorized or improper use of Funds for the Project;

(b) Failure to comply with the requirements of the CDBG Program or the terms and conditions of this Agreement;

(c) Submission of incorrect or incomplete invoices, annual programmatic reports, or support documentation to the County;

(d) Inability to perform under this Agreement for any reason, including unavailability of CDBG Program Funds to finance all or parts of the Project; or

(e) Violation of the conflict of interest or provisions of this Agreement and applicable law.

3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with **Article XIV.**

3.5 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing Work under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.

3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:

(a) Stop working under this Agreement on the date and to extent specified in the notice of termination;

(b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;

(d) Manage CDBG Program properties as directed by the County;

(e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and

(f) Take any other actions directed in writing by the County.

3.6 Pursuant to 2 CFR § 200.340(a)(4), the Agency may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, the Agency's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Agency's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.

Section 4. Force Majeure

4.1 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the party's control so long as the delay is not caused by the party's own fault or negligence. Notwithstanding the foregoing, the Agency cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the *Scope of Work* of this Agreement, or which in any way existed at the time this Agreement was executed.

4.2 No other damages, fees, or costs may be assessed against the County for the County's termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

ARTICLE X – REPORTING AND CLOSEOUT

Section 1. Annual Programmatic Reports

1.1 The Agency shall submit an Annual Programmatic Report to the Program Administrator, together with the Invoice within thirty (30) calendar days of the end of each fiscal year (September 30).

1.2 The CDBG Program's Annual Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as **"Exhibit F,"** which shall include, but not be limited to, the following information:

(a) Total of unduplicated persons (Program participants) and households assisted;

(b) Income breakdown of households assisted;

(c) Number of female headed households assisted;

(d) Number of homeless persons and households assisted;

(e) Racial breakdown and ethnic background of assisted; and

(f) Description of Service(s) provided.

1.3 The Annual Programmatic Report shall contain the cumulative totals and characteristics of persons and households assisted, and type of Work provided. In addition, the Agency must report on how the Project assisted in fulfilling Consolidated Plan goals and CDBG Program National Objectives through its accomplishments.

1.4 The Annual Programmatic Report must demonstrate how the proposed Project can be measured according to the *Performance Measurement Standards* identified in **"Exhibit F."**

1.5 The Program Administrator should be notified in writing of any problems, delays, or adverse conditions which affect the ability to attain CDBG Program goals or preclude the attainment of projected units of service. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

Section 2. Subaward Closeout

2.1 The closeout of the Federal Award, or this Subaward, does not affect any of the following:

(a) The right of the Federal Awarding Agency or the County to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or County must make any cost disallowance determination and notify the Agency within the record retention period.

(b) The requirement for the Agency to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

(c) The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

(d) Audit requirements in 2 CFR Part 200, Subpart F.

(e) Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

(b) Records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200.

2.2 After closeout of the Federal Award and/or this Subaward, a relationship created under the Federal Award and/or this Subaward may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the County and the Agency, provided the responsibilities of the Agency, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Agency, as appropriate.

ARTICLE XI - ASSIGNMENTS AND SUBCONTRACTS

Section 1. Assignments

1.1. The parties deem the Work to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

1.2. The Agency shall not assign, sublet, convey, or transfer any interest, right, or duty under this Agreement without prior written consent from the County, which may be given at the County's sole discretion. If the Agency attempts to assign any such rights or duties without the prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.

Section 2. Subcontracting

2.1 The Agency shall not enter into any subcontracts for the Project or related Work, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.

2.2 The Agency shall ensure that subcontractors, if applicable, are required to comply with the requirements set forth in the Uniform Administrative Requirements.

2.3 The County shall retain the right to review and comment on the Agency's solicitation plans and documents prior to the solicitation of bids, and, if utilizing that right, the County shall approve the selected contractor in writing prior to the Agency entering into any contract relating to the Project. The Agency shall provide the Program Administrator a copy of all executed contracts with the selected contractors and sub-contractors, all of which shall include a provision requiring the respective contractor or sub-contractor to comply with the requirements of the Uniform Administrative Requirements and 2 CFR Part 200 Appendix II.

2.4 The Program Administrator shall retain the right to review and evaluate all submittals, attend all construction progress meetings, and be fully informed of all issues including, but not limited to, any deletions or revisions in work resulting in a change in the Completion Date, and contract amount or scope of work. In no event shall the Completion Date be changed or otherwise modified beyond term of this Agreement without prior written approval by the County.

2.5 During the construction period, the Agency shall require all tiered contractors to submit required certified payroll via LCPTracker software.

LCPtracker LABOR COMPLIANCE REPORTING SERVICE.

LCPtracker is an internet-based service that allows for simple, accurate and compliant reporting of labor information required by CDBG. The CONTRACTOR AND ALL TIERED SUBCONTRACTORS will subscribe free of charge to the services of LCPtracker for the submission of Certified Payroll, EEO Reporting, Section 3 Reporting, etc.

ARTICLE XII - PROCUREMENT REQUIREMENTS

Section 1. General Requirements. The Agency shall comply with the applicable requirements set forth in 2 CFR § 200.327 (**"Contract Provisions"**) when performing procurement in the process of delivering Work specified in this Agreement.

Section 2. County Procurement Requirements

2.1 When expending any funds provided to the Agency pursuant to this Agreement, the Agency must comply with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**). Moreover, by executing this Agreement, the Agency certifies that, for the purposes of using the Subaward funds, the Agency either: (a) maintains written purchasing procedures in compliance with such Procurement Standards; or (b) does not maintain written purchasing procedures that are compliant with such Procurement Standards and therefore agrees to use the County's purchasing procedures, which can be found at this link: http://www.ocfl.net/vendorservices.

2.2 The Agency shall maintain an inventory of all property purchased or acquired with CDBG Program Funds. "Property" shall mean all non-expendable, tangible property with a value of at least $1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in the Agency's care, custody or control purchased or acquired with CDBG Program Funds.

2.3 The Agency will immediately report lost or stolen property to the County. The Agency will also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency will submit a report to the County listing the item received or returned as well as a description, serial number and quantity.

2.4 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired with CDBG Program Funds, pursuant to the requirements of 2 CFR § 200.310 to 2 CFR § 200.316 (**"Property Standards"**). At the County's discretion, the County may allow the Agency to retain property purchased with CDBG Program Funds if such property is needed to continue performing Work for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the Manager to continue using the property purchased with CDBG Funds beyond the termination of this Agreement.

ARTICLE XIII – INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. Indemnification. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, the County's officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of

any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or the Agency's sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. Protection of Persons and Property. While working or performing Work at County facilities, the Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement.

2.1 The Agency shall take all reasonable precautions for the safety and protection of:

(a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;

(b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and

(c) Other property at or surrounding the premises including trees, shrubs, lawns, walks, pavement, and roadways.

2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, the Agency's agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft of loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:

(a) Occupational Safety & Health Act (OSHA)

(b) National Institute for Occupational Safety & Health (NIOSH)

(c) National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx

2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. Insurance

3.1 The Agency agrees to maintain, on a primary basis and at the Agency's sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review and acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 440, Florida Statutes, as may be amended from time to time.

3.2 The Agency shall require and ensure that each of the Agency's contractors and sub-vendors/sub-contractors, consultants providing Work hereunder (if any) procures and maintains, until the completion of their respective Work, insurance of the types and to the limits necessary to protect the Agency and the County against any loss or claim resulting from the activities contemplated under this Agreement.

3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via *www.floir.com/companysearch* and A.M. Best's Ratings are available at *www.ambest.com*.)

3.4 **Required Coverage:**

(a) **Commercial General Liability –** The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than $1,000,000 (One Million Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent.

(b) **Sexual abuse and molestation coverage** with limits of not less than $100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

(c) **Workers' Compensation –** The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than $100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.

Required Endorsements:

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(d) **Fidelity & Employee Dishonesty –** The Agency shall maintain fidelity/employee dishonesty coverage with a limit of not less than the CDBG Funds awarded for the Project.

(e) **All-Risk Property Coverage –** The Agency shall provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to other property owned by the Agency.

(f) **Flood Insurance –** The Agency agrees that if any portion of the Project is located in a special flood hazard area as identified by the Federal Emergency Management Agency, flood insurance will be purchased either through the National Flood Insurance Program or other commercially available insurance to cover all assets acquired or improved with Federal funds.

3.5 By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. Sample documents have been attached to this Agreement as **Exhibits J, K,** and **L**, but the Agency shall

provide the Agency's own original forms as provided by the Agency's insurer. When required by the insurer, or should a policy condition permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. Blanket endorsements will be accepted as long as the entire endorsement is submitted and the policy number appears at the top of the first page. All specific policy endorsements shall be in the name of Orange County, Florida.

3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificates compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section.

3.8 The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any cancellation or non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policies.

The certificate holder shall read:

Orange County, Florida
c/o Housing and Community Development Division
525 E. South Street
Orlando, Florida 32801

3.9 **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes) and is self-insured:

(a) Paragraphs 3.1 – 3.8 of this Article are not applicable to the Subrecipient. However, such paragraphs do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Subrecipient in any such subcontracts.

(b) Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of $200,000 per person and $300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County's Risk Management Division at the address in Paragraph 3.8 of this Article.

Section 4. Vulnerable Persons

4.1 If the Work to be provided in the *Scope of Work* attached to this Agreement as **"Exhibit C"** involve "vulnerable persons" as defined in Section 435.02(6), Florida Statutes, then the Agency's employees, including its volunteers or any associates or agents of the Agency, that are contributing to the delivery of that Work, or who will come into contact with such vulnerable persons in any way, must undergo a background screening that complies with Section 435.04 (Level 2 screening standards), Florida Statutes. Additionally, the Agency agrees that it shall pass down this obligation to its subcontractors (if any).

4.2 This screening shall:

(a) Be completed at no cost to the County;

(b) Be completed prior to the employee/volunteer beginning work pursuant to this Agreement;

(c) Be repeated at five (5) year intervals for the duration of this Agreement and any amendment hereto;

(d) Consist of an employment history check; and

(e) Include fingerprinting that will be checked against the following databases: (1) Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); (2) Federal Criminal Records through the Federal Bureau of Investigation (FBI); and (3) Local Criminal Records through local law enforcement agencies.

4.3 If applicable, the Agency shall provide the Director of the County's Housing and Community Development Department, or their designee, confirmation that the aforementioned screenings have been conducted and that the employee(s) providing Work are acceptable to use in the Agency's provision of Work to, or engagement with, such vulnerable persons.

4.4 The County may request to review the actual screenings and determine whether a particular employee or volunteer may be utilized by the Agency in completing its obligations under this Agreement.

4.5 Any failure by the County to request to review the actual screenings of any employee shall not relieve the Agency of its liability and obligations under this Agreement, nor shall it place any liability on the County regarding the determination as to the eligibility or acceptability of any of the Agency's employees to provide Work or to engage with any vulnerable person.

Section 5. Independent Contractor. It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all Work performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Agency for all purposes, including but not limited to for any worker's compensation matters.

Section 6. Environmental Indemnification. The Agency shall defend, indemnify and hold harmless the County (and the County's officials, agents, and employees) from any claim arising from, or in any way related to, the environmental condition of the property to be used for the Project, including, but not limited to, the cost of investigating, defending, and/or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Project and associated property. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and is not to be construed to commence only upon realization by the County of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification shall not be construed as an indicia of ownership, management, or control of the Project by the County, and the County hereby recognizes and acknowledges that the County is not an owner or manager of the Project and does not exert any control thereupon. Notwithstanding anything herein to the contrary, this indemnification provision shall survive the termination of this Agreement.

ARTICLE XIV - NOTICES

All notices permitted or required shall be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery addressed as follows:

As to County: Orange County Housing and Community Development Division
Attention: Manager
525 East South Street, Orlando, FL 32801

With Copy to: Orange County Administration
Attention: Infrastructure, Community, and Development Services
Administration Building, 5th Floor
201 S. Rosalind Avenue, Orlando, FL 32801

As to Agency: Babette Hankey, Chief Executive Officer
Aspire Health Partners, Inc.
5151 Adanson St.
Orlando, FL 32804

ARTICLE XV - GENERAL TERMS AND CONDITIONS

Section 1. Religious and Political Activities. The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the CDBG Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (**"Hatch Act"**), 24 CFR § 570.207(a)(3) or 24 CFR §570.200(j).

Section 2. Anti-Lobbying Provision. The Agency agrees that no federally appropriated funds will be used by the Agency, or on behalf of the Agency, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 USC § 1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the *Certification Regarding Lobbying* attached as **"Exhibit I."** A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an employee or officer of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL (**"Disclosure Form to Report Lobbying"**) in accordance with its instructions.

Section 3. Non-Discrimination. The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of the Project or performance of Work related thereto. The Agency shall comply with 42 USC § 5301, et seq.; 42 USC § 6101; 29 USC § 794; 24 CFR §570.602; and 24 CFR Part 6. The Agency shall comply with Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.) and implementing regulations in 24 CFR Part 1. The Agency shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 USC § 6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 4. Resident Aliens. The Agency agrees to comply with the requirements set forth in 24 CFR § 570.613 regarding eligibility restrictions for certain resident aliens.

Section 5. Debarment and Suspension. The Agency acknowledges and understands that the regulations at 2 CFR Part 180 (**"OMB Guidelines to Agencies on Governmentwide Debarment And Suspension"**)

specifically prohibit the County from entering into a **"Covered Transaction,"** as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (**"SAM"**) Exclusions list.

5.1 By executing this Agreement, the Agency hereby certifies that:

(a) It does not appear on the SAM Exclusions list;

(b) It shall maintain an active registration with SAM for the entire Term of this Agreement; and

(c) It shall notify the County within five (5) business days if is added to the SAM Exclusions list, or should its status under the SAM system change in any way, during the Term of this Agreement.

5.2 The Agency shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.3 The County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Agency: (a) be found to have misrepresented its SAM system status in any manner; or (b) fail to notify the County of any change in its status under the SAM system.

5.4 By executing this Agreement, the Agency certifies it complies with the terms of this Article and 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**). This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Section 6. Conflict of Interest. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 2 CFR Part 200. The Agency shall comply with the conflict of interest provisions contained in 24 CFR § 570.611 for those cases not governed by 2 CFR Part 200. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG Funds or who is in the position to participate in decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflicts.

Section 7. Gifts. The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

Section 8. Unlawful Compensation. The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 287, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 9. Scrutinized Companies

9.1 By executing this Agreement, the Agency certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes. Specifically, by executing this Agreement, the Subrecipient certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

9.2 Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is not: (a) on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,"

created pursuant to Section 215.473, Florida Statutes; or (b) engaged in business operations in Cuba or Syria.

9.3 The County reserves the right to terminate this Agreement immediately should the Subrecipient be found to: (a) have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or (b) have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

9.4 If this Agreement is terminated by the County as provided in subparagraph 9.3(a) above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in subparagraph 9.3(b) above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County's termination. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

Section 10. Prohibition of Use of Excessive Force. The Agency accepts and acknowledges the County's "Certification Regarding Policy Prohibiting Use of Excessive Force" attached hereto and incorporated by this reference as "**Exhibit N**."

Section 11. Environmental Review Requirements. The Agency shall provide information to the County regarding environmental assessments and remediation. The Agency shall submit to the County any changes to the original proposed scope of work, or any changes in the cost of the work, so that the County may evaluate this new information and conduct any further environmental review. This information shall be submitted to the County for approval at least thirty (30) days prior to the commencement of construction. The Agency agrees to assist the County in addressing any environmental issues that may arise during the County's review process.

Section 12. Buy America Build America

12.1 The Agency shall comply with Section 70914 of Public Law No. 117-58, §§ 70901, also known as the Infrastructure Investment and Jobs Act (IIJA), Public Law 117 58, which includes the Build America, Buy America Act (**"BABA"**). BABA requires the following Buy America preferences:

(a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

(c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. For the purposes of this provision, "construction materials" includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of: (1) non-ferrous metals; (2) plastic and polymer-based products (including polyvinylchloride, composite building; (3) materials, and polymers used in fiber optic cables); (4) glass (including optic glass); (5) lumber; or (6) drywall.

12.2 This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to the Project. As such, it does not apply to tools, equipment, and supplies,

such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

Section 13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

13.1 The Agency is prohibited from obligating or expending any portion of the Subaward funds to procure or obtain, extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

13.2 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 14. Public Entity Crimes

14.1 By executing this Agreement, the Agency hereby certifies that neither the Agency, nor one or more of Agency's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Agency, nor any affiliate of the Agency, has been charged with and convicted of public entity crime subsequent to July 1, 1989. The Agency additionally certifies that the Agency has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list. For the purposes of this provision, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes.

Section 15. Employment Eligibility.

15.1 By executing this Agreement, the Agency hereby certifies that, pursuant to Section 448.095, Florida Statutes, the Agency is registered with and will use the E-Verify system to verify authorization status of all newly hired employees.

15.2 Additionally, should the Agency enter into a subcontract utilizing any portion of the Subaward funds provided pursuant to this Agreement, the Agency shall require that such subcontractor provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Agency shall maintain a copy of such subcontractor's affidavit in compliance with the records retention terms of this Agreement.

15.3 The Subcontract hereby acknowledges that if the County has a good faith belief that the Agency has knowingly violated Section 448.09(1), Florida Statutes, then the County is obligated to terminate this Agreement with the Agency pursuant to Section 448.095(5)(c)1., Florida Statutes.

15.4 If the County terminates this Agreement for the foregoing reason, the Agency will not be awarded a public contract for at least one (1) year after the date on which this Agreement was terminated, and the Agency will be liable for any additional costs incurred by the County as a result of the termination of this Agreement.

Section 16. Mandatory Disclosure

In accordance with 2 CFR § 200.113, the Agency will promptly disclose whenever, in connection with the Federal Award or this Subaward, the Agency has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). This disclosure must be made in writing to HUD, HUD's Office of the Inspector General, and the County. The Agency will also report matters related to recipient integrity and performance in accordance with 2 CFR Part 200, Appendix II. Failure to make required disclosures can result in the "**Remedies for Noncompliance**" described in 2 CFR § 200.339 including, but not limited to, withholding payments, disallowing costs, suspension or debarment, and suspension or termination of this Agreement.

Section 17. Whistleblower Protections

17.1. In accordance with 2 CFR § 200.217, the Agency may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

17.2. The Agency shall inform the Agency's employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

ARTICLE XVI - MISCELLANEOUS

Section 1. Attorneys' Fees and Costs. Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an **"Action"**).

Section 2. Conflicts. The Agency shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

Section 3. Construction and Representations. Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

Section 4. Counterparts and Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of signature pages to the other parties at electronic mail addresses as designated by the parties, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such electronic delivery.

Section 5. Governing Law. This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

Section 6. Headings. The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents, are for convenience of reference only and are not intended to define or limit

their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 7. Jury Waiver. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

Section 8. Remedies. No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 9. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

Section 10. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 11. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

Section 12. Use of County and Agency Logos. The Agency may not use of any the County's emblems, logos, or identifiers without written permission from the County. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

Section 13. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

Section 14. Waiver. No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Section 15. Written Modification

16.1 No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

16.2 Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line-item transfers, personnel changes, and removal of special conditions, must be submitted to the Program Administrator no later than ten (10) days prior to the Project's Completion Date set forth in **Article III**. Amendments that require approval by the BCC must be submitted to the Program Administrator no later than sixty (60) days prior to the Project's Completion Date. All

amendment requests must be submitted in writing on the Agency's letterhead and include an explanation as to why an amendment is being requested.

Section 16. Entire Agreement. This written agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ORANGE COUNTY SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA
BY: Orange County Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

Date: 20 May 2025

ATTEST:
Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Date: 5/20/25

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

SUBRECIPIENT SIGNATURE PAGE

BY: **ASPIRE HEALTH PARTNERS, INC.**

Signature

Christine Suehle
Printed Name

Chief of Staff
Official Capacity

4.1.25
Date

NOTARY:

STATE OF Florida)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence, or ☐ online notarization, this 1st day of April, 20 25, by Christine Suehle, in their official capacity as Chief of Staff for the Agency.

☒ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

Notary Public State of Florida
Haydee Diaz
My Commission
HH 245397
Exp. 3/27/2026

(Printed, typed or stamped commissioned name of Notary Public)

Signature

Scott Griffiths
Printed Name

Corporate Compliance Officer
Official Capacity

4.1.25
Date

NOTARY:

STATE OF Florida)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence, or ☐ online notarization, this 1st day of April, 20 25, by Scott Griffiths, in their official capacity as the Board Chair or Authorized Representative for the Agency.

☒ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Notary Public
My Commission Expires:

Notary Public State of Florida
Haydee Diaz
My Commission
HH 245397
Exp. 3/27/2026

(Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT A
APPLICABLE FEDERAL LAWS

The parties shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 75) ensuring that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. See: **"Exhibit O,"** for the Section 3 Clause of this Agreement.

2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11063.

3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.

4. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to the activities performed under this Agreement. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

5. Equal participation of faith-based organizations. The HUD program requirements in 24 CFR § 5.109 apply to the activities performed under this program, including the requirements regarding disposition and change in use of real property by a faith-based organization.

6. Debarred, suspended or ineligible contractors, 2 CFR part 200.213 and 2 CFR part 200 Appendix II.

7. Clean Air Act, as amended (42 USC §§ 7401-7515.)

8. Water Pollution Control Act, as amended, 33 USC 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

9. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.

10. Labor Standards (29 CFR Parts 3.5 and subpart A) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.

11. Drug Free Workplace Act of 1988.

12. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act

13. National Historic Preservation Act of 1966, as amended (Public Law 102-575).

14. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement. See 2 CFR § 200.321.

15. Fair Housing Act (42 U.S.C. § 3601, et. seq.) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing); and their implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating said compliance.

16. Compliance with Davis-Bacon Act. The Agency shall comply, and shall require its contractors and sub-contractors to comply, with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5. Any construction contracts entered into by the Agency shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. The Agency shall maintain documentation and records that demonstrate compliance with these regulations, including contract provisions and payroll records. Such documentation shall be provided to the County upon demand for the same.

17. Copeland "Anti-Kickback" Act. The Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.

18. Contract Work Hours and Safety Standards Act. The Agency agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.

19. Handicapped Accessibility Requirements. The Agency shall design and construct the Project so that it is accessible to and usable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157); the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614; and the Americans with Disabilities Act of 1990 (42 U.S.C. §12131, et seq.). The Agency shall keep records demonstrating compliance with these regulations.

20. Rights to Inventions Made Under this Agreement. If the Federal Award and/or this Agreement meet the definition of "funding agreement" under 37 CFR §401.2(a), and the Agency is a small business firm or nonprofit organization, then the County shall comply with the requirements of 37 CFR §401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), and any implementing regulations issued by the Federal Agency.

21. Displacement, Relocation, Acquisition and Replacement of Housing. The Agency shall comply with 24 CFR § 570.606 and provide relocation assistance to displaced persons that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversions for a CDBG-assisted project. The Agency shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR § 570.606.

22. **The relevant provisions of 2 CFR Part 200 may be found at the following link: https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II. These provisions apply, except as set forth in 24 CFR § 570.502. Such relevant provisions include, but are not limited to:**

    - 2 CFR § 200.328 ("Financial reporting")
    - 2 CFR § 200.329 ("Monitoring and reporting program performance")
    - 2 CFR § 200.332 ("Requirements for pass through entities")
    - 2 CFR § 200.334 ("Retention requirements for records")
    - 2 CFR § 200.337 ("Access to records")
    - 2 CFR § 200.338 ("Restrictions on public access to records")
    - 2 CFR § 200.339 ("Remedies for noncompliance")
    - 2 CFR § 200.340 ("Termination")
    - 2 CFR § 200.341 ("Notification of termination requirement")
    - 2 CFR § 200.342 ("Opportunities to object, hearings and appeals")
    - 2 CFR § 200.343 ("Effects of suspension and termination")
    - 2 CFR § 200.345 ("Post-closeout adjustments and continuing responsibilities")
    - 2 CFR § 200.346 ("Collection of amounts due")

EXHIBIT B
PROJECT BUDGET

ASPIRE HEALTH PARTNERS, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Direct Costs	**Total Cost**
General construction activities associated a roof replacement on a public facility (Kassab Plaza – Building A) that provides medical detoxification services to very low, low, and moderate-income individuals.	$263,538
TOTAL BUDGET	**$263,538**

FUNDING ELIGIBLE ACTIVITIES: As further described in the *Scope of Work* found in **"Exhibit C".**

EXHIBIT C
SCOPE OF WORK

ASPIRE HEALTH PARTNERS, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

The proposed Project is the Phase I of public facility improvements on the Agency's Kassab Plaza Campus. The Project covers general construction activities associated with replacement of a roof on Building A, which houses the Addiction Recovery Facility where medical detoxification services to very low, low and moderate-income individuals with substance use disorders are provided.

The proposed Project under this Agreement consists of the following activities:

- General construction activities associated with removal of an existing roof and installation of a new roof.

The proposed Project is located at 434 W. Kennedy Blvd., Orlando, FL 32810, and it has the following parcel identification and legal description:

Parcel ID#: 35-21-29-0000-00-132

Legal Description: COMM NW COR OF NW1/4 OF SW1/4 TH N S 88 DEG E 670 FT S 40 FT TO SLY R/W OF KENNEDY BLVD FOR POB CONT S 88 DEG E 654.70 F T S 02 DEG W 1221.65 FT W 566.23 FT N 120 FT W 320.09 FT N 3

Parcel Size: 21.50 acres (+/-) (portion of)

Projected Output/Outcomes:

Output: Full completion of all of the above-referenced activities by the Project Completion Date (see **Article III, Section 2** of the Agreement).

Outcome: Provision of medical services, to include medical detoxification services, to very low, low and moderate-income individuals in order to improve their overall well-being and their quality of life.

EXHIBIT D
INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to:

Orange County
Manager, Housing and Community Development
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E
INCOME GUIDELINES

Gross Income
2024 CDBG Income Limits

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 80%
1	$20,300	$33,800	$54,050
2	$23,200	$38,600	$61,800
3	$26,100	$43,450	$69,500
4	$28,950	$48,250	$77,200
5	$31,300	$52,150	$83,400
6	$33,600	$56,000	$89,550
7	$35,900	$59,850	$95,750
8	$38,250	$63,700	$101,950

DEFINITIONS:

LOW INCOME: Households whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

VERY LOW: Households whose incomes do not exceed 50% of the median income of the area, as determined by HUD with adjustments for smaller and larger families.

EXTREMELY LOW: Households whose incomes do not exceed 30% of the median family income of the area, as determined by HUD with adjustments for1smaller and larger families.

NOTE: The CDBG Income Limits are provided by HUD annually and are subject to change. Data effective as of May 1, 2024.

EXHIBIT F
CDBG PROGRAMMATIC REPORT

Agency: Aspire Health Partners, Inc. **Year Ending:**_____

Contact Person: _____ **Phone:** _____ **E-mail:** _____

SECTION 1: Total Program Participants served by the Facility	**Year-to-Date** Program Participants (Unduplicated)
Extremely Low Income	
Very Low Income	
Low Income	
Moderate Income	
TOTAL (s/b same as below)	
Female Headed Households	
Homeless	
Orange County Residents	

SECTION 2: Race and Ethnicity of Participants	**Year-to-Date** Program Participants (Unduplicated)	
	Hispanic or Latino	**Not Hispanic or Latino**
White		
Black/African American		
Asian		
American Indian/Alaska Native		
Native Hawaiian/other Pacific Islander		
Amer. Indian/Alaska Native and White		
Asian and White		
Black / African American and White		
American Indian/Alaska Native and Black / African American		
Other Multi-Racial		
TOTAL (s/b same as above)		

SECTION 3: (Attach a Narrative of Accomplishments for the year)

EXHIBIT G
SUBAWARD ADVANCE TERMS AND AFFIDAVIT

Please select one of the choices below.

☒ The Subrecipient **will not be receiving funds in advance** pursuant to this Subrecipient Agreement.

☐ The Subrecipient **will be receiving an advance** of the Subaward pursuant to this Subrecipient Agreement and, therefore, the therefore hereby executes the following affidavit agreeing to the terms of such advance:

Part 1: Subaward Advance Terms

A. 2 CFR 200.305(b) (**"Payment"**) permits the County to issue advance payments of the Subaward to the Subrecipient as long as such advanced payments are: (1) limited to the minimum amounts needed; and (2) timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the *Scope of Work*.

B. As such, the following **"Subaward Advance Budget"** was prepared:

C. Based upon the foregoing, the County shall issue an advance of $_____ at the beginning of the Agreement's term, or when such advance is agreed upon by the parties in writing. **All advanced Subaward funds must be spent no later than thirty (30) calendar days from the Subrecipient's receipt of the advance.**

D. **Subaward Advance Reconciliation.**

1. The Subrecipient shall provide the County with a *Subaward Advance Reconciliation Report* with all documentation necessary (paid invoices, receipts, etc.) showing that the advance was appropriately spent no later than forty-five (45) calendar days after the Subrecipient receives the advance of the Subaward.

2. Such *Subaward Advance Reconciliation Report* must be: (a) executed by the Subrecipient's authorized representative; and (b) include attestation language.

3. If the Subrecipient failed to expend all of the advanced Subaward funds within the thirty (30) days provided, the balance of unspent funds shall be deducted from subsequent invoices received by the County until it is fully exhausted. Any such advanced funds remaining at the end of the Agreement's term must be returned to the County.

4. The County reserves its right to suspend any further payments to the Subrecipient until it receives a sufficient *Subaward Advance Reconciliation Report* from the Subrecipient. Nothing in this **"Exhibit G"** should be construed as limiting the County from pursuing any additional remedies contemplated in the Agreement or at law.

E. The Subrecipient shall comply with all terms found in the Agreement regarding advances, including but not limited to, those found in the **"Payment"** section of this Agreement and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated in this Agreement.

Part 2: Subaward Advance Affidavit

The undersigned hereby certifies on behalf of the Subrecipient, that:

1. The Subrecipient understands and will comply with the *Subaward Advance Terms* provided in **Part 1** above.

2. The *Subaward Advance Budget* provided for in **Part 1** above is a true and accurate representation of the Subrecipient's actual, immediate cash requirements for carrying out the *Scope of Work*.

3. The Subrecipient shall comply with 2 CFR § 200.305(b) and therefore shall maintain written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Subrecipient, and (2) the Subrecipient's disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs.

4. The Subrecipient has reviewed 2 CFR § 200.305(b) and maintains financial management systems that comply with the standards therein for fund control and accountability.

5. The Subrecipient shall make timely payment to its contractors, vendors, and any agencies providing services to the Subrecipient pursuant to the Agreement.

6. Should the Subrecipient be found to have mismanaged the Subaward advanced by the County, the County may consider such mismanagement cause for termination of the Agreement.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Signature of Subrecipient Representative	Chief of Staff Official Title
Christine Suehle Printed Name	4.1.25 Date

EXHIBIT H
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if I terminate the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____

EXHIBIT I
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ASPIRE HEALTH PARTNERS, INC.

By: _____

Signature of Subrecipient Representative	Chief of Staff Official Title
Christine Suehle Printed Name	4.1.25 Date

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SAMPLE

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT K
(if/when applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

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EXHIBIT L
(if/when applicable)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

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ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT M
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by Orange County, Florida and the U.S. Department of Housing and Urban Development ("HUD") in awarding the grant funds. If it is later determined that Aspire Health Partners, Inc. knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the County's Housing and Community Development Department and/or HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. Grace Medical Home, Inc. will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

The undersigned hereby certifies that Aspire Health Partners, Inc. will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Aspire Health Partners, Inc.'s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) Aspire Health Partners, Inc. policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the Loan, the employee will:

   1. Abide by the terms of the statement; and

   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

E. Notify the County's Housing and Community Development Department and/or the HUD in writing within ten (10) calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

ASPIRE HEALTH PARTNERS, INC.

By: _____

Signature of Subrecipient Representative

Christine Suehle

Printed Name

Chief of Staff

Official Title

4.1.25

Date

EXHIBIT N
CERTIFICATION REGARDING POLICY
PROHIBITING USE OF EXCESSIVE FORCE

In accordance with section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act), Orange County, Florida, certifies that:

It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

NOTE: This certification does not require Aspire Health Partners, Inc. to adopt a policy regarding excessive force. It is included for informational purposes only.

EXHIBIT O
SECTION 3 CLAUSE (CBDG)

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC § 1701u) (**"Section 3"**) and its associated regulations (24 CFR Part 75) ("**Section 3 Regulations"**). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

B. The Agency agrees to comply with all applicable Section 3 Regulations, including but not in any way limited to those provisions found in § 75.9 regarding employment training and contracting, as well as those found in § 75.15 regarding reporting of labor hours and additional reporting if Section 3 benchmarks are not met. If this Agreement contemplates Housing and Community Development Financial Assistance, the Agency also agrees to comply with Subpart C of the Section 3 Regulations (**"Additional Provisions for Housing and Community Development Financial Assistance"**), including but not in any way limited to those provisions found in § 75.19 regarding employment training and contracting, as well as those found in § 75.25 regarding reporting of labor hours and additional reporting if Section 3 benchmarks are not met.

C. As evidenced by the Agency's execution of this Agreement, the Agency hereby certifies that it is under no contractual or other impediments that would prevent it from complying with the Section 3 Regulations.

D. The Agency agrees to send to each labor organization or representative of workers with which the Agency has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Agency's commitments under this section of the Agreement and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

E. The Agency agrees to include this Section 3 clause in every subcontract subject to the Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor violates the Section 3 Regulations. The Agency will not subcontract with any subcontractor where the Agency has notice or knowledge that the subcontractor has been found in violation of the Section 3 Regulations.

F. The Agency will certify that any vacant employment positions, including training positions, that are filled: (i) after a contractor is selected but before the Agreement is executed; and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Agency's obligations under Section 3 Regulations.

G. Compliance with the provisions of Section 3, the Section 3 Regulations, and any other applicable rules and orders issued by HUD thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the Project that is binding upon the Agency and its successors and assigns. Noncompliance with the Section 3 Regulations may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

EXHIBIT P
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

CRITERIA	REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.332 (a) (i)	Subrecipient name (which must match registered name in SAM.gov)	Aspire Health Partners, Inc.
(a) (ii)	Subrecipient's Unique Entity Identifier:	HNB4DEYQ3373
(a) (iii)	Federal Award Identification Number (FAIN)	B-24-UC-12-0003
(a) (iv)	Federal Award Date (see the definition of *Federal award date* in 2 CFR § 200.1) or award to the recipient by the Federal agency	September 19, 2024
(a) (v)	Subaward Period of Performance Start and End Date	See Article IX, Section 2.2.
(a) (vi)	Subaward Budget Period Start and End Date	See Article IX, Section 2.2.
(a) (vii)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	$263,538
(a) (viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	Unknown
(a) (ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$323,538
(a) (x)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA)	General construction activities associated a roof replacement on a public facility (Kassab Plaza – Building A) that provides medical detoxification services to very low, low, and moderate-income individuals.
(a) (xi)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity	U.S. Department of Housing and Urban Development; Pass through entity: Orange County Contact: Mitchell Glasser, 407-836-5190
(a) (xii)	Assistance Listings Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings number at time of disbursement	14.218 Community Development Block Grant
(a) (xiii)	Identification of whether the award is R&D	No
(a) (xiv)	Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 CFR § 200.414	7.93%
2 CFR 200.332 (a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, see terms of the Agreement and Exhibit A.

(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports		Yes, Exhibits B, C, D, E, F, G, H, I, M, O
(a) (4) (i)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either: (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so; (B) The de minimis indirect cost rate.		
(a) (4) (ii)	The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).		
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part		Yes, Article VII, Section 1 of Agreement, and Article VIII, Sections 3 and 4.
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward		Yes, Article X, Section 2 of Agreement

OTHER SUBAWARD/SUBRECIPIENT FEDERAL AWARD REQUIREMENTS

(a)	**Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:**
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	**Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.208.**
(c)	**Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:**

EXHIBIT P
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521.
(4)	The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
(d)	**Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (a) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:**
(1)	Providing Subrecipients with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations; and
(3)	Arranging for agreed-upon-procedures engagements as described in 2 CFR § 200.425.
(e)	**Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501.**
(f)	**Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.**
(g)	**Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.339 of this part and in program regulations.**
[November 2020 Update to 2 CFR Part 200]	

Name of Reviewer: Mitchell Glasser

Signature:

Title: Manager (or designee)
Orange County Housing and Community Development Division

APPROVED BY ORANGE
COUNTY BOARD OF
COUNTY COMMISSIONERS

BCC Mtg. Date: May 20, 2025

SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.

regarding

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")
COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM

FY 2024-2025
FY 2022-2023

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between **ORANGE COUNTY, FLORIDA,** a charter county and political subdivision of the State of Florida, on behalf of its Housing and Community Development Division (the **"County"**), and **COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.,** a qualified not-for-profit corporation registered under the laws of the State of Florida (the **"Subrecipient"** or **"Agency"**).

RECITALS

WHEREAS, the County is a federal recipient of Community Development Block Grant (**"CDBG"**) Program funding as provided by the U.S. Department of Housing and Urban Development (**"HUD"**) pursuant to its authority under Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.);

WHEREAS, as a CDBG funding recipient, the County fulfills the CDBG Program's Goal of assisting individuals and families in need of public services by issuing federal subawards (**"Subaward(s)"**) to community agencies that are able to operate CDBG-eligible public service projects;

WHEREAS, the Agency is a private not-for-profit corporation with experience in developing CDBG funding eligible projects (**"Work"**) described in the *Scope of Work* attached to this Agreement as **"Exhibit C"** (hereafter referred to as the **"Project"**),

WHEREAS, the Agency submitted a proposal to the County requesting monetary assistance for the Project as part of the Orange County's 2024-2025 Action Plan, which was approved by the Orange County Board of County Commissioners (**"Board"** or **"BCC"**) on August 13, 2024; and

WHEREAS, the County has determined that the Project will serve a valid public purpose that fulfills the purposes and policies of the Act and the CDBG Program and desires to utilize certain CDBG Funds to meet the objectives further detailed in the *Scope of Work* attached as **"Exhibit C"**; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the CDBG Program regulations, and to secure other covenants and obligations from the Agency regarding the Project and use of CDBG Funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge County and Agency agree as follows:

ARTICLE I - RECITALS

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II – NATIONAL OBJECTIVES AND APPLICABLE FEDERAL REQUIREMENTS

Section 1. Compliance with National Objectives

1.1 **National Objectives.** The Agency, as a subrecipient of CDBG Funds, hereby affirms that the activities carried out with the Funds provided under this Agreement meet one or more of the CDBG Program national objectives, as defined in the CDBG Code of Federal Regulations 24 CFR § 570.200(a) and 24 CFR § 570.208 (collectively hereinafter referred to as **"National Objectives"**).

1.2 **Required Certification.** Pursuant to 24 CFR § 570.200(a), the Agency hereby certifies that the Work provided under this Agreement will benefit low- and moderate-income persons.

Section 2. Limited Clientele. The Agency may provide Work funded by this Subaward to Limited Clientele so long as doing so meets the requirements found in 24 CFR § 570.208(a)(2) (**"Limited Clientele"**) and falls within the *Scope of Work* attached to this Agreement as **"Exhibit C."**

Section 3. Applicable Federal Requirements

3.1 This Agreement is funded pursuant to **Federal Award Identification Numbers: B-22-UC-12-0003 and B-24-UC-12-0003, CFDA 14.218** and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related Work.

3.2 The Agency shall comply with the regulations found in 2 CFR Part 570 (**"Community Development Block Grants"**), with details of HUD requirements concerning CDBG, with the Code of Federal Regulations Title 2, Part 200, as amended by 24 CFR § 570.502 (**"Uniform Administrative Requirements"**), all federal regulations and policies issued pursuant to these regulations, and any other relevant or related federal directive or applicable laws (collectively, **"Applicable Federal Law(s)"**).

3.3 A partial list of the Applicable Federal Laws is attached as **"Exhibit A,"** for convenience and reference purposes only and shall not be relied upon by the Agency to be the full and exhaustive list of Applicable Federal Laws.

3.4 The Agency hereby acknowledges that the specific provisions of Applicable Federal Laws referenced in this Agreement or in **"Exhibit A"** are referenced only for emphasis. The exclusion of a specific provision of Applicable Federal Law from this Agreement does not alleviate the Agency from its obligation to comply with such applicable provisions.

3.5 **By executing this Agreement, the Agency hereby certifies that it has reviewed the Applicable Federal Laws and that it understands its obligations pursuant to such federal laws, regulations, policies, and directives.**

Section 4. Agreement between County and HUD. The Agency shall be bound by the standard terms and conditions used in the CDBG Agreement between the County and HUD (a copy of which has been provided to the Agency and is hereby incorporated into this Agreement by reference), and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

ARTICLE III – USE OF SUBAWARD

Section 1. Use of Subaward Funds

1.1 The Agency shall use the Subaward received under this Agreement only for the purpose of conducting the Project and providing the agreed upon Work described in the *Scope of Work* attached to this Agreement as **"Exhibit C"**. CDBG Funds shall not be used for any purpose other than those provided for in this Agreement.

1.2 The Agency shall have and shall document an established process for determining eligibility of applicants that is consistent with recordkeeping requirements established by HUD.

1.3 The Agency shall utilize CDBG Funds to provide the Work only to those entities that meet the CDBG Program's eligibility requirements (**"Clients"**).

1.4 The Agency shall provide all required staff, volunteer workers, and services required for the operation of the Project. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Agency removes any employee, volunteer, associate, or agent of the Agency that the County deems incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.

1.5 CDBG Funds shall be expended only for costs associated with the implementation of those Work activities in the *Budget* attached as **"Exhibit B"**.

Section 2. Project Completion Date. The Project shall be completed no later than **December 31, 2025** (**"Completion Date"**). The Completion Date may be extended by the Program Administrator, in their sole discretion, in the event of any unavoidable delays deemed to be beyond the control of the Agency. Any such extension of the Completion Date by the Program Administrator shall be done in writing and shall not extend beyond the term of the Federal Award. For the purposes of this Agreement, the "**Program Administrator**" is the Manager of the County's Housing and Community Development Division or their designee.

Section 3. Work Area. The Agency shall provide the Clients with Work at the designated facility located at the address designated in the *Scope of Work* attached as **"Exhibit C"**, or such other address located within Orange County as may be provided to and approved by the County in writing.

ARTICLE IV – CONFIDENTIALITY AND PUBLIC RECORDS

Section 1. Florida Information Protection Act ("FIPA")

1.1 If applicable, the Agency shall be responsible for protecting **"Personal Information"** in compliance with the terms of Section 507.171, Florida Statutes.

1.2 Pursuant to Section 501.171(g)1., Florida Statutes, "Personal Information" means either of the following:

(a) An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

(1) A social security number;

(2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(4) Any information regarding an individual's medical history, mental or physical condition, or

medical treatment or diagnosis by a health care professional;

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual; or

(6) Any information regarding an individual's geolocation.

(b) A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

Section 2. Public Records Compliance Requirements.

2.1 Pursuant to Section 119.0701, Florida Statutes, the Agency shall:

(a) Keep and maintain public records required by the County to perform the service.

(b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records to the County.

(d) Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.

(e) If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

(f) All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

2.2 **Florida Agencies.** If the Agency is an "Agency" as defined by Section 119.011, Florida Statutes, then the Agency shall comply with its own obligations under Chapter 119, Florida Statutes. The Agency additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Agency will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 3. Health Insurance Portability and Accountability Act ("HIPAA")

3.1 Under this Agreement, each party shall limit its transmission of data to the other party only to data that either: (a) is not **"Protected Health Information,"** as defined in 45 CFR § 160.103; or (b) has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.

3.2 Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that: (a) a Business Associate Agreement has been executed; and (b) all the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed including, but not limited to, obtaining signed and written authorizations or consents from the patient or client.

ARTICLE V - FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding Limitations.

1.1 The Agency understands that this Agreement receives one-hundred percent (100%) of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of any portion of the funds provided through the Subaward, the Agency shall be responsible for reimbursing the County for the total amount owed.

1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.

1.3 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any services or expenses incurred not within the term of this Agreement.

1.4 The Agency understands and agrees that the Work provided to the Clients are on an "as needed basis," and that the dollar values referred to in this Agreement do not in any way constitute a guarantee of the level of service that may be requested of the Agency or a guaranteed payment of the total maximum amount payable.

1.5 The County shall be the final authority as to the availability of CDBG Program funds and as to how such funds will be allocated.

1.6 The County reserves the right to reduce or otherwise alter the Subaward amount of this Agreement at its sole discretion. Notification of such funding modification shall be provided in accordance with **Article XIV ("Notices")**.

Section 2. Budget.

2.1 The Subaward shall be an amount not to exceed the total amount indicated in the *Budget* attached as **"Exhibit B"**. Such Subaward shall be paid in accordance with the *Budget*, and any federal, state and local laws, rules, regulations, and orders.

2.2 All Funds allocated to the Agency from the County for the current CDBG Program year shall be expended according to the budgetary line-item expenditures provided for in the *Budget*. Requests for transfers within approved line items in the *Budget* that are reasonable and justifiable, are permissible with the approval of the County's Manager of the Housing and Community Development Division (**"Manager"**) upon written request by the Agency. Such request shall be submitted no later than ten (10) days prior to the Project's Completion Date set forth in **Article III** of this Agreement.

ARTICLE VI - BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. Billing Requirements

1.1 The Agency shall submit all invoices and/or requests for reimbursement to the County on or before the last business day of each fiscal quarter (ending December 31, March 31, June 30, and September 30) or at such greater or lesser frequency as required in the *Scope of Work* attached to this Agreement as

"Exhibit C" and in accordance with the Project timeline. Submittals shall include CDBG Program allowable Work incurred during the prior month and a completed itemized *Invoice*, a draft copy of which is attached as **"Exhibit D.**"

1.2 Each invoice shall be completed in its entirety and shall itemize all CDBG Program approved Work and expenditures incurred by the Agency for the prior month.

1.3 Invoices submitted to the County shall include copies of supporting documentation for all expenditures and/or Work charged. "**Supporting Documentation"** shall include, but not be limited to: documentation supporting the completion of services (material and labor costs, etc.), accounting records supported by documentation (copies of issued checks, invoices, payroll and time sheets submitted via LCPTracker, etc.), and any other documents relating to the expenditures incurred and paid for by the Agency relating to the Project and Work provided under this Agreement. All charges for Work or expenditures submitted for reimbursement must be eligible under the CDBG Program requirements.

1.4 Requests for payment or reimbursement deemed by the County, in its sole discretion, as ineligible shall be rejected by the County for payment. The County retains the right to reject approval for payment of any expenses or services the County deems as failing to meet CDBG Program requirements.

1.5 The Agency shall submit the Agency's invoices in accordance with the following procedures:

(a) Submit a completed Invoice to the attention of the Program Administrator on or before the last business day of the fiscal quarter following the quarter during which CDBG grant-related Work were provided and expenses incurred.

(b) Submit records of the Subaward funds expended during the prior quarter along with Supporting Documentation of payment being made by the Agency.

(c) The Agency shall ensure that all social security numbers included on documents submitted to the County are excluded, deleted, or redacted, except the last four digits which may be used to identify Clients in records or reports if the Agency does not have a Client identification numbering system in place.

(d) For employee salaries, the Agency shall submit time sheets or other records documenting the time employees spent in CDBG Program related activities for the pay period(s) reimbursement is being requested. This shall include records for employees that are partially involved in Project activities. As part of its quarterly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment provided to vendors.

(e) The Agency must submit an AIA form that is standard use in the capital improvement project industry that includes the original *Budget* amount, amount requested to date, current billing amount and balance of funding, all of which is to be listed by line item.

Section 2. Payment

2.1 **Local Government Prompt Payment Act.** The County shall make payments to the Agency for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70, et. seq., Florida Statutes. All checks disbursed from the County shall be made payable to the Agency.

2.2 The County reserves the right to withhold or deny payment of Funds to the Agency for: (i) an incomplete invoice and/or failure to provide any and all required supporting documentation; (ii) Work performed relating to the Project or this Agreement deemed to be unsatisfactory; and (iii) the Agency's failure to comply with the terms and conditions of the CDBG Program, Applicable Federal Laws, or this Agreement. In such case, the County shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance of such action.

2.3 The Agency shall repay the County any funds deemed by the County as paid in error to the Agency under the terms of this Agreement. The County reserves the right to reduce future payments due to the Agency by the amount owed to the County which is not repaid within ninety (90) days after the County's request.

2.4 The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement, including, but not limited to, failure to submit Annual Programmatic Reports attached to this Agreement as **"Exhibit F"**, or failure to assist the number of Clients projected, have not been met.

2.5 **Funds Paid in Advance.** If the Agency is provided Subaward funds in advance pursuant to this Agreement, the Agency and the County must agree to and execute the *Subaward Advance Terms and Affidavit* attached to this Agreement as **"Exhibit G"**. Additionally, the Agency hereby certifies to the County that, if the Agency receives an advance of the Subaward:

(a) The Agency shall comply with 2 CFR § 200.305(b) (**"Federal payment"**) and therefore shall:

(1) Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Agency, and (ii) the Agency's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;

(2) Review 2 CFR § 200.305(b) and maintain financial management systems that comply with the standards therein for fund control and accountability; and

(3) Make timely payment to its contractors and vendors.

(b) **Fidelity & Employee Dishonesty Insurance.** If paid in advance, the Agency shall present the following proof of insurance Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived at the discretion of the County's Risk Management Division if the Agency is a "state agency or subdivision" as defined by Section 768.28(2), Florida Statutes.

(c) Failure on the part of the Agency to use advance funds exclusively for permitted uses shall be cause for termination of this Agreement and will jeopardize the Agency's ability to receive advances or awards from the County in the future.

ARTICLE VII - PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Maintenance, Retention, and Access to Records

1.1 The Agency, and its subcontractors (if any) that are providing Work, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.

1.2 The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.

1.3 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each subaward awarded separately from expenditures from other sources. The Agency shall ensure that all funds received from the County under the CDBG Program are kept in accounts separate and apart from all other funds and accounts of the Agency.

1.4 The Agency shall establish and maintain separate accounting records for the Agency's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the CDBG Program, and any directives issued by HUD.

1.5 The Agency shall maintain records including, but not necessarily limited to, the following:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(f) Financial records as required by 24 CFR § 570.502 and 2 CFR Part 200;

(g) Records necessary to document compliance with CDBG program requirements described in 24 CFR Part 570, Subpart K;

(h) Voucher System showing all supporting documentation, including purchase orders, invoices, and requisition;

(i) Book of Original Entry showing cash receipts, disbursement journals and general ledger;

(j) Chart of Accounts listing all accounts;

(k) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;

(l) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;

(m) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;

(n) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;

(o) Petty cash record system showing monthly or more frequent reimbursement procedures;

(p) Documentation of purchasing practices showing formal pre-numbered purchase order system;

(q) Inventories and other safeguards against loss by theft or physical deterioration of food, clothing, equipment or other items;

(r) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with a minimum value of One Thousand Dollars ($1,000.00), and annual inventory reflecting actual value of property;

(s) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project;

(t) Client eligibility, including Client income, family configuration, number of female head of households assisted, race, ethnic origin, type of assistance requested, and Service(s) provided relating to the Project, including source documentation to support how CDBG Funds were expended; and

(u) Documentation which demonstrates that Clients meet the eligibility *Income Guidelines* as set forth in **"Exhibit E"**, when such eligibility income guidelines are applicable.

1.6 The Agency shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Agency's performance under this Agreement.

1.7 All records that were created, utilized, or maintained for the purpose of fulfilling the Agency's obligations pursuant to this Agreement, whether paper or electronic (**"Relevant Records"**), shall be retained by the respective record holder for a period of ten (10) years after termination of this Agreement, including any extensions or renewals of this Agreement.

1.8 In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of ten (10) years after the resolution of any such event.

1.9 The Agency shall permit the County, the Comptroller of Orange County (the **"Comptroller"**), HUD, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

1.10 If the *Scope of Work* in **"Exhibit C"** is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, HUD, the Comptroller General of the United States, or any of their authorized representatives.

1.11 **The Agency shall ensure that the provisions of this Section are incorporated into any agreements into which it enters that are related to this Agreement and the CDBG Program.**

Section 2. Financial Standards

2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the 2 CFR Part 200, Subparts E (**"Cost Principles"**) and F (**"Audit Requirements"**).

2.2 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.

2.3 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.

Section 3. Program Income and Fees

3.1 **Program Income**

(a) CDBG **"Program Income,"** is defined in 24 CFR §570.500(a) and, for the purposes of this Agreement, means gross income received by the Agency and directly generated by a CDBG supported activity or earned only as a result of this Agreement during the Project period.

(b) Program Income includes, but is not limited to, income from fees for Work performed; Client donations to the Program; funds received from the use or rental of real or personal property acquired with Subaward funds; proceeds from the disposition of property purchased or improved with CDBG Funds; any interest earned on CDBG funds held in a revolving fund account; or proceeds from the disposition of equipment bought with CDBG funds.

(c) Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program Income generating activities that are only partially assisted with CDBG Program funds, such income shall be prorated to reflect the actual percentage of CDBG Program funds that are used in accordance with 24 CFR §570.500.

3.2 The Uniform Administrative Requirements require that Program Income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:

(a) Added to funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Work to additional Clients, over and above the number of Clients specified in the Agreement;

(b) Used to finance the non-federal share of the Project when approved by the County; and

(c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.

3.3 Program Income on hand at the time of expiration of the Agreement must be returned to the County along with accounts receivable that are attributable to the use of CDBG Program Funds.

Section 4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR §§ 570.502, 570.503, and 570.504, as applicable, which include, but are not limited to, the following:

4.1. The Agency shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

4.2. Real property under the Agency's control that was acquired or improved, in whole or in part, with Subaward funds in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 570.208 until five (5) years after the expiration of of this Agreement. Failure to comply with this subsection will result in the Agency paying the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The Agency may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4.3. If equipment acquired, in whole or in part, with funds under this Agreement is sold, then the proceeds will be considered Program Income. If the Agency does not need said equipment for activities under this Agreement, then the Agency will either (a) transfer the equipment to the County for the CDBG program, or (b) retain the equipment after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment

ARTICLE VIII - RISK ASSESSMENT, MONITORING, AND AUDITING

Section 1. Risk Assessment. The County shall conduct a risk assessment of the Agency and regularly complete a suspension and debarment check for the Agency performing Work under this Agreement.

Section 2. Monitoring and Remedies for Non-Compliance.

2.1 The Agency shall systematically and expeditiously furnish the County any and all data needed for the purpose of CDBG Project monitoring and evaluation. This data shall include information of the Work provided and any other data that may be required by the County, in its sole discretion, to adequately evaluate the CDBG Project cost and effectiveness of the Work provided.

2.2 CDBG Project programmatic and financial monitoring shall be performed periodically by the County with a Letter of Findings provided, if applicable, and shall comply with the 2 CFR § 200.329 (**"Monitoring and Reporting Program Performance"**)**.** The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, within thirty (30) days of the date of the Letter of Findings.

2.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.

2.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right of termination of monthly contribution payments, and/or restitution of any use by the Agency of CDBG Funds determined to not be in conformance with the terms and conditions of this Agreement. This provision shall survive the termination of this Agreement.

2.5 Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

2.6 Financial reporting shall be performed in accordance with the 2 CFR § 200.328 (**"Financial Reporting"**). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.

2.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with CDBG regulations.

2.8 The County may conduct monitoring visits, as it deems necessary, to evaluate the Agency's compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations.

Section 3. Auditing. The County, the Orange County Comptroller (**"Comptroller"**), the Federal Government, or any authorized designee or representative of any such government agency, shall have the right to audit the Agency's use of Subaward funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

3.1 **Audit requirements**. If the Agency expends $750,000 or more during its fiscal year in federal awards, the Agency must have a single audit or program-specific audit conducted for that year in accordance with 2 CFR § 200.501 (**"Audit Requirements"**).

3.2 **Single audit**. If the Agency expends $750,000 or more during the its fiscal year in federal awards, the Agency must have a single audit conducted in accordance with the Federal Code 2 CFR § 200.514 (**"Scope of Audit"**), except when the Agency elects to have a program-specific audit conducted in accordance with 2 CFR Part 200.501(c).

3.3 **Exemption.** An exemption shall apply when the federal awards expended are less than $750,000. If the Agency expends less than $750,000 during its fiscal year in federal awards, the Agency is exempt from federal audit requirements for that year, except as noted in 2 CFR § 200.503 (**"Relation to Other Audit Requirements"**), but records must be available for review or audit by the County, Comptroller, appropriate HUD officials, and Government Accountability Office (**"GAO"**).

Section 4. Audit Submission

4.1 Audits shall be submitted to the County, no later than thirty (30) days after the auditor's report is received by the Agency. All audits shall be completed no later than one-hundred eighty (180) days after the close of the Agency' fiscal year, or as specified in accordance with 2 CFR Part 200, Subpart F (**"Audit Requirements"**).

4.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which is compliant with 2 CFR Part 200, Subpart F, shall be forwarded to the County, with a copy provided to the Orange County Comptroller's Office, at both of the following addresses:

(a) Orange County, Florida
Housing and Community Development Division
Attn: Manager
525 E. South Street
Orlando, Florida 32802-1393

Or electronic mail to: janna.souvorova@ocfl.net

AND

(b) Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38, Orlando, Florida 32802

Or electronic email to: jamille.clemens@occompt.com

4.3 Audit requirements stipulate that grantees and sub-grantees that spend $1,000,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of the Federal Code 2 CFR Part 200, Subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is: https://harvester.census.gov/facweb/.

4.4 In the event the Agency is required to submit their audit (single or program-specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200, Subpart F, a copy of the audit will be forwarded to the County and Comptroller's Office, as otherwise required by this Article.

4.5 Failure to comply with this requirement shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement from the Agency.

ARTICLE IX – TERM AND TERMINATION

Section 1. Term. The "**Term**" of this Agreement begins on the date of execution by the County and terminates five (5) years after the Project's Completion Date (as defined in the *Scope of Work*) (or **"Use Period"**). Due to the County's obligations to HUD, funding availability under this Agreement shall terminate on September 1, 2030.

Section 2. Subaward Period of Performance

2.1 The "Subaward Period of Performance" is the time during which the Agency may incur obligations to carry out the work or services authorized under this Agreement. The Agency may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).

2.2 The Subaward Period of Performance of this Agreement is: the date of execution by the County to December 31, 2025. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award's Period of Performance shall prevail.

Section 3. Termination

3.1 The County may terminate this Agreement without cause and for convenience upon its provision of thirty (30) days prior written notice to the Agency. The Agency may terminate this Agreement without cause and for convenience upon its provision of forty-five (45) days prior written notice to the County. Any such

notice shall comply with the requirements set forth in **Article XIV** (**"Notices"**) and shall be effective upon the other party's receipt of such notice.

3.2 In the event this Agreement is terminated before the end of the Term, whether for cause or convenience, the Agency shall reimburse the County all, or a portion, of the Subaward funds expended on the Project. Enforcement of such requirement shall be at the sole discretion of the County.

3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:

(a) Unauthorized or improper use of Funds for the Project;

(b) Failure to comply with the requirements of the CDBG Program or the terms and conditions of this Agreement;

(c) Submission of incorrect or incomplete invoices, annual programmatic reports, or support documentation to the County;

(d) Inability to perform under this Agreement for any reason, including unavailability of CDBG Program Funds to finance all or parts of the Project; or

(e) Violation of the conflict of interest or provisions of this Agreement and applicable law.

3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with **Article XIV.**

3.5 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing Work under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.

3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:

(a) Stop working under this Agreement on the date and to extent specified in the notice of termination;

(b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;

(d) Manage CDBG Program properties as directed by the County;

(e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and

(f) Take any other actions directed in writing by the County.

3.6 Pursuant to 2 CFR § 200.340(a)(4), the Agency may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, the Agency's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Agency's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.

Section 4. Force Majeure

4.1 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the party's control so long as the delay is not caused by the party's own fault or negligence. Notwithstanding the foregoing, the Agency cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the *Scope of Work* of this Agreement, or which in any way existed at the time this Agreement was executed.

4.2 No other damages, fees, or costs may be assessed against the County for the County's termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

ARTICLE X – REPORTING AND CLOSEOUT

Section 1. Annual Programmatic Reports

1.1 The Agency shall submit an Annual Programmatic Report to the Program Administrator, together with the Invoice within thirty (30) calendar days of the end of each fiscal year (September 30).

1.2 The CDBG Program's Annual Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as **"Exhibit F,"** which shall include, but not be limited to, the following information:

(a) Total of unduplicated persons (Program participants) and households assisted;

(b) Income breakdown of households assisted;

(c) Number of female headed households assisted;

(d) Number of homeless persons and households assisted;

(e) Racial breakdown and ethnic background of assisted; and

(f) Description of Service(s) provided.

1.3 The Annual Programmatic Report shall contain the cumulative totals and characteristics of persons and households assisted, and type of Work provided. In addition, the Agency must report on how the Project assisted in fulfilling Consolidated Plan goals and CDBG Program National Objectives through its accomplishments.

1.4 The Annual Programmatic Report must demonstrate how the proposed Project can be measured according to the *Performance Measurement Standards* identified in **"Exhibit F."**

1.5 The Program Administrator should be notified in writing of any problems, delays, or adverse conditions which affect the ability to attain CDBG Program goals or preclude the attainment of projected units of service. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

Section 2. Subaward Closeout

2.1 The closeout of the Federal Award, or this Subaward, does not affect any of the following:

(a) The right of the Federal Awarding Agency or the County to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or County must make any cost disallowance determination and notify the Agency within the record retention period.

(b) The requirement for the Agency to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

(c) The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

(d) Audit requirements in 2 CFR Part 200, Subpart F.

(e) Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

(b) Records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200.

2.2 After closeout of the Federal Award and/or this Subaward, a relationship created under the Federal Award and/or this Subaward may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the County and the Agency, provided the responsibilities of the Agency, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Agency, as appropriate.

ARTICLE XI - ASSIGNMENTS AND SUBCONTRACTS

Section 1. Assignments

1.1. The parties deem the Work to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

1.2. The Agency shall not assign, sublet, convey, or transfer any interest, right, or duty under this Agreement without prior written consent from the County, which may be given at the County's sole discretion. If the Agency attempts to assign any such rights or duties without the prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.

Section 2. Subcontracting

2.1 The Agency shall not enter into any subcontracts for the Project or related Work, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.

2.2 The Agency shall ensure that subcontractors, if applicable, are required to comply with the requirements set forth in the Uniform Administrative Requirements.

2.3 The County shall retain the right to review and comment on the Agency's solicitation plans and documents prior to the solicitation of bids, and, if utilizing that right, the County shall approve the selected contractor in writing prior to the Agency entering into any contract relating to the Project. The Agency shall provide the Program Administrator a copy of all executed contracts with the selected contractors and sub-contractors, all of which shall include a provision requiring the respective contractor or sub-contractor to comply with the requirements of the Uniform Administrative Requirements and 2 CFR Part 200 Appendix II.

2.4 The Program Administrator shall retain the right to review and evaluate all submittals, attend all construction progress meetings, and be fully informed of all issues including, but not limited to, any deletions or revisions in work resulting in a change in the Completion Date, and contract amount or scope of work. In no event shall the Completion Date be changed or otherwise modified beyond term of this Agreement without prior written approval by the County.

2.5 During the construction period, the Agency shall require all tiered contractors to submit required certified payroll via LCPTracker software.

LCPtracker LABOR COMPLIANCE REPORTING SERVICE.

LCPtracker is an internet-based service that allows for simple, accurate and compliant reporting of labor information required by CDBG. The CONTRACTOR AND ALL TIERED SUBCONTRACTORS will subscribe free of charge to the services of LCPtracker for the submission of Certified Payroll, EEO Reporting, Section 3 Reporting, etc.

ARTICLE XII - PROCUREMENT REQUIREMENTS

Section 1. General Requirements. The Agency shall comply with the applicable requirements set forth in 2 CFR § 200.327 (**"Contract Provisions"**) when performing procurement in the process of delivering Work specified in this Agreement.

Section 2. County Procurement Requirements

2.1 When expending any funds provided to the Agency pursuant to this Agreement, the Agency must comply with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**). Moreover, by executing this Agreement, the Agency certifies that, for the purposes of using the Subaward funds, the Agency either: (a) maintains written purchasing procedures in compliance with such Procurement Standards; or (b) does not maintain written purchasing procedures that are compliant with such Procurement Standards and therefore agrees to use the County's purchasing procedures, which can be found at this link: http://www.ocfl.net/vendorservices.

2.2 The Agency shall maintain an inventory of all property purchased or acquired with CDBG Program Funds. "Property" shall mean all non-expendable, tangible property with a value of at least $1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in the Agency's care, custody or control purchased or acquired with CDBG Program Funds.

2.3 The Agency will immediately report lost or stolen property to the County. The Agency will also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency will submit a report to the County listing the item received or returned as well as a description, serial number and quantity.

2.4 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired with CDBG Program Funds, pursuant to the requirements of 2 CFR § 200.310 to 2 CFR § 200.316 (**"Property Standards"**). At the County's discretion, the County may allow the Agency to retain property purchased with CDBG Program Funds if such property is needed to continue performing Work for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the Manager to continue using the property purchased with CDBG Funds beyond the termination of this Agreement.

ARTICLE XIII – INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. Indemnification. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, the County's officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of

any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or the Agency's sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. Protection of Persons and Property. While working or performing Work at County facilities, the Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement.

2.1 The Agency shall take all reasonable precautions for the safety and protection of:

(a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;

(b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and

(c) Other property at or surrounding the premises including trees, shrubs, lawns, walks, pavement, and roadways.

2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, the Agency's agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft of loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:

(a) Occupational Safety & Health Act (OSHA)

(b) National Institute for Occupational Safety & Health (NIOSH)

(c) National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx

2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. Insurance

3.1 The Agency agrees to maintain, on a primary basis and at the Agency's sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review and acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 440, Florida Statutes, as may be amended from time to time.

3.2 The Agency shall require and ensure that each of the Agency's contractors and sub-vendors/sub-contractors, consultants providing Work hereunder (if any) procures and maintains, until the completion of their respective Work, insurance of the types and to the limits necessary to protect the Agency and the County against any loss or claim resulting from the activities contemplated under this Agreement.

3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via *www.floir.com/companysearch* and A.M. Best's Ratings are available at *www.ambest.com*.)

3.4 **Required Coverage:**

(a) **Commercial General Liability –** The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than $1,000,000 (One Million Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent.

(b) **Sexual abuse and molestation coverage** with limits of not less than $100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

(c) **Workers' Compensation –** The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than $100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.

Required Endorsements:

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(d) **Fidelity & Employee Dishonesty –** The Agency shall maintain fidelity/employee dishonesty coverage with a limit of not less than the CDBG Funds awarded for the Project.

(e) **All-Risk Property Coverage –** The Agency shall provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to other property owned by the Agency.

(f) **Flood Insurance –** The Agency agrees that if any portion of the Project is located in a special flood hazard area as identified by the Federal Emergency Management Agency, flood insurance will be purchased either through the National Flood Insurance Program or other commercially available insurance to cover all assets acquired or improved with Federal funds.

3.5 By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. Sample documents have been attached to this Agreement as **Exhibits J, K,** and **L**, but the Agency shall

provide the Agency's own original forms as provided by the Agency's insurer. When required by the insurer, or should a policy condition permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. Blanket endorsements will be accepted as long as the entire endorsement is submitted and the policy number appears at the top of the first page. All specific policy endorsements shall be in the name of Orange County, Florida.

3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificates compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section.

3.8 The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any cancellation or non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policies.

The certificate holder shall read:

Orange County, Florida
c/o Housing and Community Development Division
525 E. South Street
Orlando, Florida 32801

3.9 **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes) and is self-insured:

(a) Paragraphs 3.1 – 3.8 of this Article are not applicable to the Subrecipient. However, such paragraphs do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Subrecipient in any such subcontracts.

(b) Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of $200,000 per person and $300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County's Risk Management Division at the address in Paragraph 3.8 of this Article.

Section 4. Vulnerable Persons

4.1 If the Work to be provided in the *Scope of Work* attached to this Agreement as **"Exhibit C"** involve "vulnerable persons" as defined in Section 435.02(6), Florida Statutes, then the Agency's employees, including its volunteers or any associates or agents of the Agency, that are contributing to the delivery of that Work, or who will come into contact with such vulnerable persons in any way, must undergo a background screening that complies with Section 435.04 (Level 2 screening standards), Florida Statutes. Additionally, the Agency agrees that it shall pass down this obligation to its subcontractors (if any).

4.2 This screening shall:

(a) Be completed at no cost to the County;

(b) Be completed prior to the employee/volunteer beginning work pursuant to this Agreement;

(c) Be repeated at five (5) year intervals for the duration of this Agreement and any amendment hereto;

(d) Consist of an employment history check; and

(e) Include fingerprinting that will be checked against the following databases: (1) Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); (2) Federal Criminal Records through the Federal Bureau of Investigation (FBI); and (3) Local Criminal Records through local law enforcement agencies.

4.3 If applicable, the Agency shall provide the Director of the County's Housing and Community Development Department, or their designee, confirmation that the aforementioned screenings have been conducted and that the employee(s) providing Work are acceptable to use in the Agency's provision of Work to, or engagement with, such vulnerable persons.

4.4 The County may request to review the actual screenings and determine whether a particular employee or volunteer may be utilized by the Agency in completing its obligations under this Agreement.

4.5 Any failure by the County to request to review the actual screenings of any employee shall not relieve the Agency of its liability and obligations under this Agreement, nor shall it place any liability on the County regarding the determination as to the eligibility or acceptability of any of the Agency's employees to provide Work or to engage with any vulnerable person.

Section 5. Independent Contractor. It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all Work performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Agency for all purposes, including but not limited to for any worker's compensation matters.

Section 6. Environmental Indemnification. The Agency shall defend, indemnify and hold harmless the County (and the County's officials, agents, and employees) from any claim arising from, or in any way related to, the environmental condition of the property to be used for the Project, including, but not limited to, the cost of investigating, defending, and/or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Project and associated property. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and is not to be construed to commence only upon realization by the County of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification shall not be construed as an indicia of ownership, management, or control of the Project by the County, and the County hereby recognizes and acknowledges that the County is not an owner or manager of the Project and does not exert any control thereupon. Notwithstanding anything herein to the contrary, this indemnification provision shall survive the termination of this Agreement.

ARTICLE XIV - NOTICES

All notices permitted or required shall be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery addressed as follows:

As to County: Orange County Housing and Community Development Division
Attention: Manager
525 East South Street, Orlando, FL 32801

With Copy to: Orange County Administration
Attention: Infrastructure, Community, and Development Services
Administration Building, 5th Floor
201 S. Rosalind Avenue, Orlando, FL 32801

As to Agency: Allison Krall, President/CEO
Coalition for the Homeless of Central Florida, Inc
P.O. Box 3467
Orlando, FL 32801

ARTICLE XV - GENERAL TERMS AND CONDITIONS

Section 1. Religious and Political Activities. The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the CDBG Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (**"Hatch Act"**), 24 CFR § 570.207(a)(3) or 24 CFR §570.200(j).

Section 2. Anti-Lobbying Provision. The Agency agrees that no federally appropriated funds will be used by the Agency, or on behalf of the Agency, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 USC § 1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the *Certification Regarding Lobbying* attached as **"Exhibit I."** A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an employee or officer of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL (**"Disclosure Form to Report Lobbying"**) in accordance with its instructions.

Section 3. Non-Discrimination. The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of the Project or performance of Work related thereto. The Agency shall comply with 42 USC § 5301, et seq.; 42 USC § 6101; 29 USC § 794; 24 CFR §570.602; and 24 CFR Part 6. The Agency shall comply with Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.) and implementing regulations in 24 CFR Part 1. The Agency shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 USC § 6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 4. Resident Aliens. The Agency agrees to comply with the requirements set forth in 24 CFR § 570.613 regarding eligibility restrictions for certain resident aliens.

Section 5. Debarment and Suspension. The Agency acknowledges and understands that the regulations at 2 CFR Part 180 (**"OMB Guidelines to Agencies on Governmentwide Debarment And Suspension"**)

specifically prohibit the County from entering into a **"Covered Transaction,"** as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (**"SAM"**) Exclusions list.

5.1 By executing this Agreement, the Agency hereby certifies that:

(a) It does not appear on the SAM Exclusions list;

(b) It shall maintain an active registration with SAM for the entire Term of this Agreement; and

(c) It shall notify the County within five (5) business days if is added to the SAM Exclusions list, or should its status under the SAM system change in any way, during the Term of this Agreement.

5.2 The Agency shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.3 The County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Agency: (a) be found to have misrepresented its SAM system status in any manner; or (b) fail to notify the County of any change in its status under the SAM system.

5.4 By executing this Agreement, the Agency certifies it complies with the terms of this Article and 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**). This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Section 6. Conflict of Interest. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 2 CFR Part 200. The Agency shall comply with the conflict of interest provisions contained in 24 CFR § 570.611 for those cases not governed by 2 CFR Part 200. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG Funds or who is in the position to participate in decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflicts.

Section 7. Gifts. The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

Section 8. Unlawful Compensation. The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 287, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 9. Scrutinized Companies

9.1 By executing this Agreement, the Agency certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes. Specifically, by executing this Agreement, the Subrecipient certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

9.2 Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is not: (a) on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,"

created pursuant to Section 215.473, Florida Statutes; or (b) engaged in business operations in Cuba or Syria.

9.3 The County reserves the right to terminate this Agreement immediately should the Subrecipient be found to: (a) have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or (b) have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

9.4 If this Agreement is terminated by the County as provided in subparagraph 9.3(a) above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in subparagraph 9.3(b) above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County's termination. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

Section 10. Prohibition of Use of Excessive Force. The Agency accepts and acknowledges the County's "Certification Regarding Policy Prohibiting Use of Excessive Force" attached hereto and incorporated by this reference as "**Exhibit N**."

Section 11. Environmental Review Requirements. The Agency shall provide information to the County regarding environmental assessments and remediation. The Agency shall submit to the County any changes to the original proposed scope of work, or any changes in the cost of the work, so that the County may evaluate this new information and conduct any further environmental review. This information shall be submitted to the County for approval at least thirty (30) days prior to the commencement of construction. The Agency agrees to assist the County in addressing any environmental issues that may arise during the County's review process.

Section 12. Buy America Build America

12.1 The Agency shall comply with Section 70914 of Public Law No. 117-58, §§ 70901, also known as the Infrastructure Investment and Jobs Act (IIJA), Public Law 117 58, which includes the Build America, Buy America Act (**"BABA"**). BABA requires the following Buy America preferences:

(a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

(c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. For the purposes of this provision, "construction materials" includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of: (1) non-ferrous metals; (2) plastic and polymer-based products (including polyvinylchloride, composite building; (3) materials, and polymers used in fiber optic cables); (4) glass (including optic glass); (5) lumber; or (6) drywall.

12.2 This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to the Project. As such, it does not apply to tools, equipment, and supplies,

such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

Section 13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

13.1 The Agency is prohibited from obligating or expending any portion of the Subaward funds to procure or obtain, extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

13.2 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 14. Public Entity Crimes

14.1 By executing this Agreement, the Agency hereby certifies that neither the Agency, nor one or more of Agency's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Agency, nor any affiliate of the Agency, has been charged with and convicted of public entity crime subsequent to July 1, 1989. The Agency additionally certifies that the Agency has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list. For the purposes of this provision, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes.

Section 15. Employment Eligibility.

15.1 By executing this Agreement, the Agency hereby certifies that, pursuant to Section 448.095, Florida Statutes, the Agency is registered with and will use the E-Verify system to verify authorization status of all newly hired employees.

15.2 Additionally, should the Agency enter into a subcontract utilizing any portion of the Subaward funds provided pursuant to this Agreement, the Agency shall require that such subcontractor provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Agency shall maintain a copy of such subcontractor's affidavit in compliance with the records retention terms of this Agreement.

15.3 The Subcontract hereby acknowledges that if the County has a good faith belief that the Agency has knowingly violated Section 448.09(1), Florida Statutes, then the County is obligated to terminate this Agreement with the Agency pursuant to Section 448.095(5)(c)1., Florida Statutes.

15.4 If the County terminates this Agreement for the foregoing reason, the Agency will not be awarded a public contract for at least one (1) year after the date on which this Agreement was terminated, and the Agency will be liable for any additional costs incurred by the County as a result of the termination of this Agreement.

Section 16. Mandatory Disclosure

In accordance with 2 CFR § 200.113, the Agency will promptly disclose whenever, in connection with the Federal Award or this Subaward, the Agency has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). This disclosure must be made in writing to HUD, HUD's Office of the Inspector General, and the County. The Agency will also report matters related to recipient integrity and performance in accordance with 2 CFR Part 200, Appendix II. Failure to make required disclosures can result in the "**Remedies for Noncompliance**" described in 2 CFR § 200.339 including, but not limited to, withholding payments, disallowing costs, suspension or debarment, and suspension or termination of this Agreement.

Section 17. Whistleblower Protections

17.1. In accordance with 2 CFR § 200.217, the Agency may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

17.2. The Agency shall inform the Agency's employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

ARTICLE XVI - MISCELLANEOUS

Section 1. Attorneys' Fees and Costs. Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an **"Action"**).

Section 2. Conflicts. The Agency shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

Section 3. Construction and Representations. Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

Section 4. Counterparts and Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of signature pages to the other parties at electronic mail addresses as designated by the parties, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such electronic delivery.

Section 5. Governing Law. This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

Section 6. Headings. The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents, are for convenience of reference only and are not intended to define or limit

their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 7. Jury Waiver. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

Section 8. Remedies. No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 9. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

Section 10. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 11. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

Section 12. Use of County and Agency Logos. The Agency may not use of any the County's emblems, logos, or identifiers without written permission from the County. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

Section 13. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

Section 14. Waiver. No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Section 15. Written Modification

16.1 No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

16.2 Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line-item transfers, personnel changes, and removal of special conditions, must be submitted to the Program Administrator no later than ten (10) days prior to the Project's Completion Date set forth in **Article III**. Amendments that require approval by the BCC must be submitted to the Program Administrator no later than sixty (60) days prior to the Project's Completion Date. All

amendment requests must be submitted in writing on the Agency's letterhead and include an explanation as to why an amendment is being requested.

Section 16. Entire Agreement. This written agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ORANGE COUNTY SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA
BY: Orange County Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

Date: 20 May 2025

ATTEST:
Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Date: 5/20/25

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

SUBRECIPIENT SIGNATURE PAGE

BY: **COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.**

Signature

Allison Krall
Printed Name

President/CEO
Official Capacity

3/31/2025
Date

NOTARY:

STATE OF Florida)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 31st day of March, 2025 by Allison Krall, in their official capacity as President/CEO for the Agency.

☑ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Erica L. Jones
Notary Public
My Commission Expires:

Notary Public State of Florida
Erica L Jones
My Commission
HH 248543
Exp. 4/3/2026

(Printed, typed or stamped commissioned name of Notary Public)

Signature

Brad Butterstein
Printed Name

Chair
Official Capacity

3/31/2025
Date

NOTARY:

STATE OF Florida)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 31st day of March, 2025 by Brad Butterstein, in their official capacity as the Board Chair or Authorized Representative for the Agency.

☑ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Erica L. Jones
Notary Public
My Commission Expires:

Notary Public State of Florida
Erica L Jones
My Commission
HH 248543
Exp. 4/3/2026

(Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT A
APPLICABLE FEDERAL LAWS

The parties shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 75) ensuring that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. See: **"Exhibit O,"** for the Section 3 Clause of this Agreement.

2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11063.

3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.

4. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to the activities performed under this Agreement. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

5. Equal participation of faith-based organizations. The HUD program requirements in 24 CFR § 5.109 apply to the activities performed under this program, including the requirements regarding disposition and change in use of real property by a faith-based organization.

6. Debarred, suspended or ineligible contractors, 2 CFR part 200.213 and 2 CFR part 200 Appendix II.

7. Clean Air Act, as amended (42 USC §§ 7401-7515.)

8. Water Pollution Control Act, as amended, 33 USC 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

9. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.

10. Labor Standards (29 CFR Parts 3.5 and subpart A) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.

11. Drug Free Workplace Act of 1988.

12. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act

13. National Historic Preservation Act of 1966, as amended (Public Law 102-575).

14. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement. See 2 CFR § 200.321.

15. Fair Housing Act (42 U.S.C. § 3601, et. seq.) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing); and their implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating said compliance.

16. Compliance with Davis-Bacon Act. The Agency shall comply, and shall require its contractors and sub-contractors to comply, with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5. Any construction contracts entered into by the Agency shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. The Agency shall maintain documentation and records that demonstrate compliance with these regulations, including contract provisions and payroll records. Such documentation shall be provided to the County upon demand for the same.

17. Copeland "Anti-Kickback" Act. The Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.

18. Contract Work Hours and Safety Standards Act. The Agency agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.

19. Handicapped Accessibility Requirements. The Agency shall design and construct the Project so that it is accessible to and usable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157); the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614; and the Americans with Disabilities Act of 1990 (42 U.S.C. §12131, et seq.). The Agency shall keep records demonstrating compliance with these regulations.

20. Rights to Inventions Made Under this Agreement. If the Federal Award and/or this Agreement meet the definition of "funding agreement" under 37 CFR §401.2(a), and the Agency is a small business firm or nonprofit organization, then the County shall comply with the requirements of 37 CFR §401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), and any implementing regulations issued by the Federal Agency.

21. Displacement, Relocation, Acquisition and Replacement of Housing. The Agency shall comply with 24 CFR § 570.606 and provide relocation assistance to displaced persons that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversions for a CDBG-assisted project. The Agency shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR § 570.606.

22. **The relevant provisions of 2 CFR Part 200 may be found at the following link: https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II. These provisions apply, except as set forth in 24 CFR § 570.502. Such relevant provisions include, but are not limited to:**

    - 2 CFR § 200.328 ("Financial reporting")
    - 2 CFR § 200.329 ("Monitoring and reporting program performance")
    - 2 CFR § 200.332 ("Requirements for pass through entities")
    - 2 CFR § 200.334 ("Retention requirements for records")
    - 2 CFR § 200.337 ("Access to records")
    - 2 CFR § 200.338 ("Restrictions on public access to records")
    - 2 CFR § 200.339 ("Remedies for noncompliance")
    - 2 CFR § 200.340 ("Termination")
    - 2 CFR § 200.341 ("Notification of termination requirement")
    - 2 CFR § 200.342 ("Opportunities to object, hearings and appeals")
    - 2 CFR § 200.343 ("Effects of suspension and termination")
    - 2 CFR § 200.345 ("Post-closeout adjustments and continuing responsibilities")
    - 2 CFR § 200.346 ("Collection of amounts due")

EXHIBIT B
PROJECT BUDGET

COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Direct Costs	**Total Cost**
General construction activities (site development work and infrastructure improvements) related to the construction of a new emergency shelter serving homeless women and children (Center for Women and Children Emergency Shelter)	FY 2022-2023 – $975,908 FY 2024-2025 – $1,024,092
TOTAL BUDGET	**$2,000,000**

FUNDING ELIGIBLE ACTIVITIES: As further described in the *Scope of Work* found in **"Exhibit C".**

EXHIBIT C
SCOPE OF WORK

COALITION FOR THE HOMELESS OF CENTRAL FLORIDA INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

The proposed Project includes general construction activities associated with the site development work and infrastructure improvements related to the future construction of a new emergency shelter for homeless women and children (new Center for Women and Children facility) on the Agency's Downtown campus (Phase I). The new facility will provide an improved short-term residential shelter specifically designed for single women and families, on-site medical clinic, bridge housing, enhanced programs for children and youth, and a Day Services Center. The proposed project will increase the number of women and families served, expand housing solutions to meet the needs of clients and enhance the quality of life for this vulnerable population.

The proposed Project under this Agreement consists of the following activities:

- General construction activities (site development work and infrastructure improvements) related to the future construction of a new emergency shelter facility.

The proposed Project is located at 35 N Parramore Ave, Orlando, FL 32801, and it has the following parcel identification and legal description:

Parcel ID#: 26-22-29-0000-00-113

Legal Description: JAMES B PARRAMORES ADDITION C/66 BLKS I, J, K & L DESC AS: BEG 30 FT E & 351 FT N OF SW COR OF SW ¼ OF NE ¼ OF SW ¼ RUN N 86 FT E 74.5 FT S 86 FT W 74.5 FT TO POB IN SEC 26-22-

Parcel Size: 0.15 acres (+/-)

Additional Information: The overall project site will consist of approximately 1.17 acres. According to the Orange County Property Appraiser's website, the site is identified as Parcel IDs 26-22-29-0000-00-162 (14 N. Terry Avenue), 26-22-29-0000-00-139 (21 N. Parramore Avenue), 26-22-29-0000-00-113 (35 N. Parramore Avenue), 26-22-29-0000-00-125 (39 N. Parramore Avenue) and 26-22-29-0000-00-159 (624 Ossie Street). There may be additional Parcel IDs, including but not limited to 26-22-29-0000-00-058 (20 N. Terry Avenue) and 26-22-29-0000-00-020 (30 N. Terry Avenue), which will be determined upon the agency's development plans for the multiphase project or commencement of construction and development activities.

Projected Output/Outcomes:

Output: Full completion of all of the above-referenced activities by the Project Completion Date (see **Article III, Section 2** of the Agreement).

Outcome: Provision of a variety of housing solutions, to include emergency shelter, bridge housing, health and day services and enhanced programs for children and youth to improve their overall well-being and their quality of life.

EXHIBIT D
INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to:

Orange County
Manager, Housing and Community Development
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E
INCOME GUIDELINES

Gross Income
2024 CDBG Income Limits

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 80%
1	$20,300	$33,800	$54,050
2	$23,200	$38,600	$61,800
3	$26,100	$43,450	$69,500
4	$28,950	$48,250	$77,200
5	$31,300	$52,150	$83,400
6	$33,600	$56,000	$89,550
7	$35,900	$59,850	$95,750
8	$38,250	$63,700	$101,950

DEFINITIONS:

LOW INCOME: Households whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

VERY LOW: Households whose incomes do not exceed 50% of the median income of the area, as determined by HUD with adjustments for smaller and larger families.

EXTREMELY LOW: Households whose incomes do not exceed 30% of the median family income of the area, as determined by HUD with adjustments for1smaller and larger families.

NOTE: The CDBG Income Limits are provided by HUD annually and are subject to change. Data effective as of May 1, 2024.

EXHIBIT F
CDBG PROGRAMMATIC REPORT

Agency: Coalition for the Homeless of Central Florida, Inc. **Year Ending:**_____

Contact Person: _____ **Phone:** _____ **E-mail:** _____

SECTION 1: Total Program Participants served by the Facility	**Year-to-Date** Program Participants (Unduplicated)
Extremely Low Income	
Very Low Income	
Low Income	
Moderate Income	
TOTAL (s/b same as below)	
Female Headed Households	
Homeless	
Orange County Residents	

SECTION 2: Race and Ethnicity of Participants	**Year-to-Date** Program Participants (Unduplicated)	
	Hispanic or Latino	**Not Hispanic or Latino**
White		
Black/African American		
Asian		
American Indian/Alaska Native		
Native Hawaiian/other Pacific Islander		
Amer. Indian/Alaska Native and White		
Asian and White		
Black / African American and White		
American Indian/Alaska Native and Black / African American		
Other Multi-Racial		
TOTAL (s/b same as above)		

SECTION 3: (Attach a Narrative of Accomplishments for the year)

EXHIBIT G
SUBAWARD ADVANCE TERMS AND AFFIDAVIT

Please select one of the choices below.

☒ The Subrecipient **will not be receiving funds in advance** pursuant to this Subrecipient Agreement.

☐ The Subrecipient **will be receiving an advance** of the Subaward pursuant to this Subrecipient Agreement and, therefore, the therefore hereby executes the following affidavit agreeing to the terms of such advance:

Part 1: Subaward Advance Terms

A. 2 CFR 200.305(b) (**"Payment"**) permits the County to issue advance payments of the Subaward to the Subrecipient as long as such advanced payments are: (1) limited to the minimum amounts needed; and (2) timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the *Scope of Work*.

B. As such, the following **"Subaward Advance Budget"** was prepared:

C. Based upon the foregoing, the County shall issue an advance of $_____ at the beginning of the Agreement's term, or when such advance is agreed upon by the parties in writing. **All advanced Subaward funds must be spent no later than thirty (30) calendar days from the Subrecipient's receipt of the advance.**

D. **Subaward Advance Reconciliation.**

1. The Subrecipient shall provide the County with a *Subaward Advance Reconciliation Report* with all documentation necessary (paid invoices, receipts, etc.) showing that the advance was appropriately spent no later than forty-five (45) calendar days after the Subrecipient receives the advance of the Subaward.

2. Such *Subaward Advance Reconciliation Report* must be: (a) executed by the Subrecipient's authorized representative; and (b) include attestation language.

3. If the Subrecipient failed to expend all of the advanced Subaward funds within the thirty (30) days provided, the balance of unspent funds shall be deducted from subsequent invoices received by the County until it is fully exhausted. Any such advanced funds remaining at the end of the Agreement's term must be returned to the County.

4. The County reserves its right to suspend any further payments to the Subrecipient until it receives a sufficient *Subaward Advance Reconciliation Report* from the Subrecipient. Nothing in this **"Exhibit G"** should be construed as limiting the County from pursuing any additional remedies contemplated in the Agreement or at law.

E. The Subrecipient shall comply with all terms found in the Agreement regarding advances, including but not limited to, those found in the **"Payment"** section of this Agreement and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated in this Agreement.

Part 2: Subaward Advance Affidavit

The undersigned hereby certifies on behalf of the Subrecipient, that:

1. The Subrecipient understands and will comply with the *Subaward Advance Terms* provided in **Part 1** above.

2. The *Subaward Advance Budget* provided for in **Part 1** above is a true and accurate representation of the Subrecipient's actual, immediate cash requirements for carrying out the *Scope of Work*.

3. The Subrecipient shall comply with 2 CFR § 200.305(b) and therefore shall maintain written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Subrecipient, and (2) the Subrecipient's disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs.

4. The Subrecipient has reviewed 2 CFR § 200.305(b) and maintains financial management systems that comply with the standards therein for fund control and accountability.

5. The Subrecipient shall make timely payment to its contractors, vendors, and any agencies providing services to the Subrecipient pursuant to the Agreement.

6. Should the Subrecipient be found to have mismanaged the Subaward advanced by the County, the County may consider such mismanagement cause for termination of the Agreement.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Signature of Subrecipient Representative	President/CEO Official Title
Allison Krall Printed Name	3/31/25 Date

EXHIBIT H
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if I terminate the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____

EXHIBIT I
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.

By: _____ President / CEO

Signature of Subrecipient Representative — Official Title

Allison Krall — 3/31/25

Printed Name — Date

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SAMPLE

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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EXHIBIT K
(if/when applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

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EXHIBIT L
(if/when applicable)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

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ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT M
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by Orange County, Florida and the U.S. Department of Housing and Urban Development ("HUD") in awarding the grant funds. If it is later determined that Coalition for the Homeless of Central Florida, Inc. knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the County's Housing and Community Development Department and/or HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. Coalition for the Homeless of Central Florida, Inc. will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

The undersigned hereby certifies that Coalition for the Homeless of Central Florida, Inc. will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Coalition for the Homeless of Central Florida, Inc.'s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) Coalition for the Homeless of Central Florida, Inc. policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the Loan, the employee will:

   1. Abide by the terms of the statement; and

   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

E. Notify the County's Housing and Community Development Department and/or the HUD in writing within ten (10) calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

COALITION FOR THE HOMELESS OF FLORIDA, INC.

By: _____

Signature of Subrecipient Representative

Allison Krall

Printed Name

President/CEO

Official Title

3/31/25

Date

EXHIBIT N
CERTIFICATION REGARDING POLICY
PROHIBITING USE OF EXCESSIVE FORCE

In accordance with section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act), Orange County, Florida, certifies that:

It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

NOTE: This certification does not require Coalition for the Homeless of Central Florida, Inc. to adopt a policy regarding excessive force. It is included for informational purposes only.

EXHIBIT O
SECTION 3 CLAUSE (CBDG)

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC § 1701u) (**"Section 3"**) and its associated regulations (24 CFR Part 75) ("**Section 3 Regulations"**). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

B. The Agency agrees to comply with all applicable Section 3 Regulations, including but not in any way limited to those provisions found in § 75.9 regarding employment training and contracting, as well as those found in § 75.15 regarding reporting of labor hours and additional reporting if Section 3 benchmarks are not met. If this Agreement contemplates Housing and Community Development Financial Assistance, the Agency also agrees to comply with Subpart C of the Section 3 Regulations (**"Additional Provisions for Housing and Community Development Financial Assistance"**), including but not in any way limited to those provisions found in § 75.19 regarding employment training and contracting, as well as those found in § 75.25 regarding reporting of labor hours and additional reporting if Section 3 benchmarks are not met.

C. As evidenced by the Agency's execution of this Agreement, the Agency hereby certifies that it is under no contractual or other impediments that would prevent it from complying with the Section 3 Regulations.

D. The Agency agrees to send to each labor organization or representative of workers with which the Agency has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Agency's commitments under this section of the Agreement and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

E. The Agency agrees to include this Section 3 clause in every subcontract subject to the Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor violates the Section 3 Regulations. The Agency will not subcontract with any subcontractor where the Agency has notice or knowledge that the subcontractor has been found in violation of the Section 3 Regulations.

F. The Agency will certify that any vacant employment positions, including training positions, that are filled: (i) after a contractor is selected but before the Agreement is executed; and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Agency's obligations under Section 3 Regulations.

G. Compliance with the provisions of Section 3, the Section 3 Regulations, and any other applicable rules and orders issued by HUD thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the Project that is binding upon the Agency and its successors and assigns. Noncompliance with the Section 3 Regulations may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

EXHIBIT P
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

CRITERIA	REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.332 (a) (i)	Subrecipient name (which must match registered name in SAM.gov)	Coalition for the Homeless of Central Florida, Inc.
(a) (ii)	Subrecipient's Unique Entity Identifier:	D9N6YSLRFCW5
(a) (iii)	Federal Award Identification Number (FAIN)	B-22-UC-12-0003 B-24-UC-12-0003
(a) (iv)	Federal Award Date (see the definition of *Federal award date* in 2 CFR § 200.1) or award to the recipient by the Federal agency	October 28, 2022 September 19, 2024
(a) (v)	Subaward Period of Performance Start and End Date	See Article IX, Section 2.2.
(a) (vi)	Subaward Budget Period Start and End Date	See Article IX, Section 2.2.
(a) (vii)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	$2,000,000
(a) (viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	Unknown
(a) (ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	B-22-UC-12-0003 ($975,908) B-24-UC-12-0003 ($1,024,092)
(a) (x)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA)	General construction activities (site development work and infrastructure improvements) related to the construction of a new emergency shelter serving homeless women and children.
(a) (xi)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity	U.S. Department of Housing and Urban Development; Pass through entity: Orange County Contact: Mitchell Glasser, 407-836-5190
(a) (xii)	Assistance Listings Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings number at time of disbursement	14.218 Community Development Block Grant
(a) (xiii)	Identification of whether the award is R&D	No
(a) (xiv)	Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 CFR § 200.414	7.93%
2 CFR 200.332 (a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, see terms of the Agreement and Exhibit A.

(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports		Yes, Exhibits B, C, D, E, F, G, H, I, M, O
(a) (4) (i)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either: (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so; (B) The de minimis indirect cost rate.		
(a) (4) (ii)	The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).		
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part		Yes, Article VII, Section 1 of Agreement, and Article VIII, Sections 3 and 4.
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward		Yes, Article X, Section 2 of Agreement

OTHER SUBAWARD/SUBRECIPIENT FEDERAL AWARD REQUIREMENTS

(a)	**Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:**
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	**Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.208.**
(c)	**Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:**

EXHIBIT P
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521.
(4)	The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
(d)	**Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (a) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:**
(1)	Providing Subrecipients with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations; and
(3)	Arranging for agreed-upon-procedures engagements as described in 2 CFR § 200.425.
(e)	**Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501.**
(f)	**Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.**
(g)	**Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.339 of this part and in program regulations.**
[November 2020 Update to 2 CFR Part 200]	

Name of Reviewer: Mitchell Glasser

Signature:

Title: Manager (or designee)
Orange County Housing and Community Development Division

APPROVED BY ORANGE
COUNTY BOARD OF
COUNTY COMMISSIONERS

BCC Mtg. Date: May 20, 2025

SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION, INC.

and

ONIC-MAITLAND OAKS, LLC

regarding

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")
COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM

FY 2022-2023
FY 2023-2024

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between **ORANGE COUNTY, FLORIDA,** a charter county and political subdivision of the State of Florida, on behalf of its Housing and Community Development Division (the **"County"**), and **ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION, INC.**, a qualified not-for-profit corporation registered under the laws of the State of Florida (the **"Subrecipient"** or **"Agency"**), and **ONIC-MAITLAND OAKS, LLC**, a Florida Limited Liability Company (the **"Owner"**). The County, Agency, and Owner may hereinafter be referred to as the "Parties."

RECITALS

WHEREAS, the County is a federal recipient of Community Development Block Grant (**"CDBG"**) Program funding as provided by the U.S. Department of Housing and Urban Development (**"HUD"**) pursuant to its authority under Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.);

WHEREAS, as a CDBG funding recipient, the County fulfills the CDBG Program's Goal of assisting individuals and families in need of public services by issuing federal subawards (**"Subaward(s)"**) to community agencies that are able to operate CDBG-eligible public service projects;

WHEREAS, the Agency is a private not-for-profit corporation with experience in developing CDBG funding eligible projects (**"Work"**) described in the *Scope of Work* attached to this Agreement as **"Exhibit C"** (hereafter referred to as the **"Project"**);

WHEREAS, the Owner is a limited liability company holding ownership of the Project; and

WHEREAS, the Agency submitted a proposal to the County requesting monetary assistance for the Project as part of the Orange County's 2024-2025 Action Plan, which was approved by the Orange County Board of County Commissioners (**"Board"** or **"BCC"**) on August 13, 2024; and

WHEREAS, the County has determined that the Project will serve a valid public purpose that fulfills the purposes and policies of the Act and the CDBG Program and desires to utilize certain CDBG Funds to meet the objectives further detailed in the *Scope of Work* attached as **"Exhibit C"**; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the CDBG Program regulations, and to secure other covenants and obligations from the Agency regarding the Project and use of CDBG Funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge County and Agency agree as follows:

ARTICLE I - RECITALS

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II – NATIONAL OBJECTIVES AND APPLICABLE FEDERAL REQUIREMENTS

Section 1. Compliance with National Objectives

1.1 **National Objectives.** The Agency, as a subrecipient of CDBG Funds, hereby affirms that the activities carried out with the Funds provided under this Agreement meet one or more of the CDBG Program national objectives, as defined in the CDBG Code of Federal Regulations 24 CFR § 570.200(a) and 24 CFR § 570.208 (collectively hereinafter referred to as **"National Objectives"**).

1.2 **Required Certification.** Pursuant to 24 CFR § 570.200(a), the Agency hereby certifies that the Work provided under this Agreement will benefit low- and moderate-income persons.

Section 2. Limited Clientele. The Agency may provide Work funded by this Subaward to Limited Clientele so long as doing so meets the requirements found in 24 CFR § 570.208(a)(2) (**"Limited Clientele"**) and falls within the *Scope of Work* attached to this Agreement as **"Exhibit C."**

Section 3. Applicable Federal Requirements

3.1 This Agreement is funded pursuant to **Federal Award Identification Numbers: B-22-UC-12-0003 and B-23-UC-12-0003, CFDA 14.218** and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related Work.

3.2 The Agency shall comply with the regulations found in 2 CFR Part 570 (**"Community Development Block Grants"**), with details of HUD requirements concerning CDBG, with the Code of Federal Regulations Title 2, Part 200, as amended by 24 CFR § 570.502 (**"Uniform Administrative Requirements"**), all federal regulations and policies issued pursuant to these regulations, and any other relevant or related federal directive or applicable laws (collectively, **"Applicable Federal Law(s)"**).

3.3 A partial list of the Applicable Federal Laws is attached as **"Exhibit A,"** for convenience and reference purposes only and shall not be relied upon by the Agency to be the full and exhaustive list of Applicable Federal Laws.

3.4 The Agency hereby acknowledges that the specific provisions of Applicable Federal Laws referenced in this Agreement or in **"Exhibit A"** are referenced only for emphasis. The exclusion of a specific provision of Applicable Federal Law from this Agreement does not alleviate the Agency from its obligation to comply with such applicable provisions.

3.5 **By executing this Agreement, the Agency hereby certifies that it has reviewed the Applicable Federal Laws and that it understands its obligations pursuant to such federal laws, regulations, policies, and directives.**

Section 4. Agreement between County and HUD. The Agency shall be bound by the standard terms and conditions used in the CDBG Agreement between the County and HUD (a copy of which has been provided to the Agency and is hereby incorporated into this Agreement by reference), and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

ARTICLE III – USE OF SUBAWARD

Section 1. Use of Subaward Funds

1.1 The Agency shall use the Subaward received under this Agreement only for the purpose of conducting the Project and providing the agreed upon Work described in the *Scope of Work* attached to this Agreement as **"Exhibit C"**. CDBG Funds shall not be used for any purpose other than those provided for in this Agreement.

1.2 The Agency shall have and shall document an established process for determining eligibility of applicants that is consistent with recordkeeping requirements established by HUD.

1.3 The Agency shall utilize CDBG Funds to provide the Work only to those entities that meet the CDBG Program's eligibility requirements (**"Clients"**).

1.4 The Agency shall provide all required staff, volunteer workers, and services required for the operation of the Project. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Agency removes any employee, volunteer, associate, or agent of the Agency that the County deems incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.

1.5 CDBG Funds shall be expended only for costs associated with the implementation of those Work activities in the *Budget* attached as **"Exhibit B"**.

Section 2. Project Completion Date. The Project shall be completed no later than **December 31, 2025** (**"Completion Date"**). The Completion Date may be extended by the Program Administrator, in their sole discretion, in the event of any unavoidable delays deemed to be beyond the control of the Agency. Any such extension of the Completion Date by the Program Administrator shall be done in writing and shall not extend beyond the term of the Federal Award. For the purposes of this Agreement, the "**Program Administrator**" is the Manager of the County's Housing and Community Development Division or their designee.

Section 3. Work Area. The Agency shall provide the Clients with Work at the designated facility located at the address designated in the *Scope of Work* attached as **"Exhibit C"**, or such other address located within Orange County as may be provided to and approved by the County in writing.

ARTICLE IV – CONFIDENTIALITY AND PUBLIC RECORDS

Section 1. Florida Information Protection Act ("FIPA")

1.1 If applicable, the Agency shall be responsible for protecting **"Personal Information"** in compliance with the terms of Section 507.171, Florida Statutes.

1.2 Pursuant to Section 501.171(g)1., Florida Statutes, "Personal Information" means either of the following:

(a) An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

(1) A social security number;

(2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(4) Any information regarding an individual's medical history, mental or physical condition, or

medical treatment or diagnosis by a health care professional;

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual; or

(6) Any information regarding an individual's geolocation.

(b) A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

Section 2. Public Records Compliance Requirements.

2.1 Pursuant to Section 119.0701, Florida Statutes, the Agency shall:

(a) Keep and maintain public records required by the County to perform the service.

(b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records to the County.

(d) Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.

(e) If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

(f) All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

2.2 **Florida Agencies.** If the Agency is an "Agency" as defined by Section 119.011, Florida Statutes, then the Agency shall comply with its own obligations under Chapter 119, Florida Statutes. The Agency additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Agency will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 3. Health Insurance Portability and Accountability Act ("HIPAA")

3.1 Under this Agreement, each party shall limit its transmission of data to the other party only to data that either: (a) is not **"Protected Health Information,"** as defined in 45 CFR § 160.103; or (b) has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.

3.2 Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that: (a) a Business Associate Agreement has been executed; and (b) all the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed including, but not limited to, obtaining signed and written authorizations or consents from the patient or client.

ARTICLE V - FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding Limitations.

1.1 The Agency understands that this Agreement receives one-hundred percent (100%) of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of any portion of the funds provided through the Subaward, the Agency shall be responsible for reimbursing the County for the total amount owed.

1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.

1.3 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any services or expenses incurred not within the term of this Agreement.

1.4 The Agency understands and agrees that the Work provided to the Clients are on an "as needed basis," and that the dollar values referred to in this Agreement do not in any way constitute a guarantee of the level of service that may be requested of the Agency or a guaranteed payment of the total maximum amount payable.

1.5 The County shall be the final authority as to the availability of CDBG Program funds and as to how such funds will be allocated.

1.6 The County reserves the right to reduce or otherwise alter the Subaward amount of this Agreement at its sole discretion. Notification of such funding modification shall be provided in accordance with **Article XIV ("Notices")**.

Section 2. Budget.

2.1 The Subaward shall be an amount not to exceed the total amount indicated in the *Budget* attached as **"Exhibit B"**. Such Subaward shall be paid in accordance with the *Budget*, and any federal, state and local laws, rules, regulations, and orders.

2.2 All Funds allocated to the Agency from the County for the current CDBG Program year shall be expended according to the budgetary line-item expenditures provided for in the *Budget*. Requests for transfers within approved line items in the *Budget* that are reasonable and justifiable, are permissible with the approval of the County's Manager of the Housing and Community Development Division (**"Manager"**) upon written request by the Agency. Such request shall be submitted no later than ten (10) days prior to the Project's Completion Date set forth in **Article III** of this Agreement.

ARTICLE VI - BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. Billing Requirements

1.1 The Agency shall submit all invoices and/or requests for reimbursement to the County on or before the last business day of each fiscal quarter (ending December 31, March 31, June 30, and September 30) or at such greater or lesser frequency as required in the *Scope of Work* attached to this Agreement as

"Exhibit C" and in accordance with the Project timeline. Submittals shall include CDBG Program allowable Work incurred during the prior month and a completed itemized *Invoice*, a draft copy of which is attached as **"Exhibit D.**"

1.2 Each invoice shall be completed in its entirety and shall itemize all CDBG Program approved Work and expenditures incurred by the Agency for the prior month.

1.3 Invoices submitted to the County shall include copies of supporting documentation for all expenditures and/or Work charged. "**Supporting Documentation"** shall include, but not be limited to: documentation supporting the completion of services (material and labor costs, etc.), accounting records supported by documentation (copies of issued checks, invoices, payroll and time sheets submitted via LCPTracker, etc.), and any other documents relating to the expenditures incurred and paid for by the Agency relating to the Project and Work provided under this Agreement. All charges for Work or expenditures submitted for reimbursement must be eligible under the CDBG Program requirements.

1.4 Requests for payment or reimbursement deemed by the County, in its sole discretion, as ineligible shall be rejected by the County for payment. The County retains the right to reject approval for payment of any expenses or services the County deems as failing to meet CDBG Program requirements.

1.5 The Agency shall submit the Agency's invoices in accordance with the following procedures:

(a) Submit a completed Invoice to the attention of the Program Administrator on or before the last business day of the fiscal quarter following the quarter during which CDBG grant-related Work were provided and expenses incurred.

(b) Submit records of the Subaward funds expended during the prior quarter along with Supporting Documentation of payment being made by the Agency.

(c) The Agency shall ensure that all social security numbers included on documents submitted to the County are excluded, deleted, or redacted, except the last four digits which may be used to identify Clients in records or reports if the Agency does not have a Client identification numbering system in place.

(d) For employee salaries, the Agency shall submit time sheets or other records documenting the time employees spent in CDBG Program related activities for the pay period(s) reimbursement is being requested. This shall include records for employees that are partially involved in Project activities. As part of its quarterly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment provided to vendors.

(e) The Agency must submit an AIA form that is standard use in the capital improvement project industry that includes the original *Budget* amount, amount requested to date, current billing amount and balance of funding, all of which is to be listed by line item.

Section 2. Payment

2.1 **Local Government Prompt Payment Act.** The County shall make payments to the Agency for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70, et. seq., Florida Statutes. All checks disbursed from the County shall be made payable to the Agency.

2.2 The County reserves the right to withhold or deny payment of Funds to the Agency for: (i) an incomplete invoice and/or failure to provide any and all required supporting documentation; (ii) Work performed relating to the Project or this Agreement deemed to be unsatisfactory; and (iii) the Agency's failure to comply with the terms and conditions of the CDBG Program, Applicable Federal Laws, or this Agreement. In such case, the County shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance of such action.

2.3 The Agency shall repay the County any funds deemed by the County as paid in error to the Agency under the terms of this Agreement. The County reserves the right to reduce future payments due to the Agency by the amount owed to the County which is not repaid within ninety (90) days after the County's request.

2.4 The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement, including, but not limited to, failure to submit Annual Programmatic Reports attached to this Agreement as **"Exhibit F"**, or failure to assist the number of Clients projected, have not been met.

2.5 **Funds Paid in Advance.** If the Agency is provided Subaward funds in advance pursuant to this Agreement, the Agency and the County must agree to and execute the *Subaward Advance Terms and Affidavit* attached to this Agreement as **"Exhibit G"**. Additionally, the Agency hereby certifies to the County that, if the Agency receives an advance of the Subaward:

(a) The Agency shall comply with 2 CFR § 200.305(b) (**"Federal payment"**) and therefore shall:

(1) Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Agency, and (ii) the Agency's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;

(2) Review 2 CFR § 200.305(b) and maintain financial management systems that comply with the standards therein for fund control and accountability; and

(3) Make timely payment to its contractors and vendors.

(b) **Fidelity & Employee Dishonesty Insurance.** If paid in advance, the Agency shall present the following proof of insurance Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived at the discretion of the County's Risk Management Division if the Agency is a "state agency or subdivision" as defined by Section 768.28(2), Florida Statutes.

(c) Failure on the part of the Agency to use advance funds exclusively for permitted uses shall be cause for termination of this Agreement and will jeopardize the Agency's ability to receive advances or awards from the County in the future.

ARTICLE VII - PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Maintenance, Retention, and Access to Records

1.1 The Agency, and its subcontractors (if any) that are providing Work, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.

1.2 The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.

1.3 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each subaward awarded separately from expenditures from other sources. The Agency shall ensure that all funds received from the County under the CDBG Program are kept in accounts separate and apart from all other funds and accounts of the Agency.

1.4 The Agency shall establish and maintain separate accounting records for the Agency's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the CDBG Program, and any directives issued by HUD.

1.5 The Agency shall maintain records including, but not necessarily limited to, the following:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(f) Financial records as required by 24 CFR § 570.502 and 2 CFR Part 200;

(g) Records necessary to document compliance with CDBG program requirements described in 24 CFR Part 570, Subpart K;

(h) Voucher System showing all supporting documentation, including purchase orders, invoices, and requisition;

(i) Book of Original Entry showing cash receipts, disbursement journals and general ledger;

(j) Chart of Accounts listing all accounts;

(k) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;

(l) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;

(m) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;

(n) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;

(o) Petty cash record system showing monthly or more frequent reimbursement procedures;

(p) Documentation of purchasing practices showing formal pre-numbered purchase order system;

(q) Inventories and other safeguards against loss by theft or physical deterioration of food, clothing, equipment or other items;

(r) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with a minimum value of One Thousand Dollars ($1,000.00), and annual inventory reflecting actual value of property;

(s) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project;

(t) Client eligibility, including Client income, family configuration, number of female head of households assisted, race, ethnic origin, type of assistance requested, and Service(s) provided relating to the Project, including source documentation to support how CDBG Funds were expended; and

(u) Documentation which demonstrates that Clients meet the eligibility *Income Guidelines* as set forth in **"Exhibit E"**, when such eligibility income guidelines are applicable.

1.6 The Agency shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Agency's performance under this Agreement.

1.7 All records that were created, utilized, or maintained for the purpose of fulfilling the Agency's obligations pursuant to this Agreement, whether paper or electronic (**"Relevant Records"**), shall be retained by the respective record holder for a period of ten (10) years after termination of this Agreement, including any extensions or renewals of this Agreement.

1.8 In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of ten (10) years after the resolution of any such event.

1.9 The Agency shall permit the County, the Comptroller of Orange County (the **"Comptroller"**), HUD, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

1.10 If the *Scope of Work* in **"Exhibit C"** is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, HUD, the Comptroller General of the United States, or any of their authorized representatives.

1.11 **The Agency shall ensure that the provisions of this Section are incorporated into any agreements into which it enters that are related to this Agreement and the CDBG Program.**

Section 2. Financial Standards

2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the 2 CFR Part 200, Subparts E (**"Cost Principles"**) and F (**"Audit Requirements"**).

2.2 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.

2.3 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.

Section 3. Program Income and Fees

3.1 **Program Income**

(a) CDBG **"Program Income,"** is defined in 24 CFR §570.500(a) and, for the purposes of this Agreement, means gross income received by the Agency and directly generated by a CDBG supported activity or earned only as a result of this Agreement during the Project period.

(b) Program Income includes, but is not limited to, income from fees for Work performed; Client donations to the Program; funds received from the use or rental of real or personal property acquired with Subaward funds; proceeds from the disposition of property purchased or improved with CDBG Funds; any interest earned on CDBG funds held in a revolving fund account; or proceeds from the disposition of equipment bought with CDBG funds.

(c) Tenant rent is not considered to be program income.

(d) Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program Income generating activities that are only partially assisted with

CDBG Program funds, such income shall be prorated to reflect the actual percentage of CDBG Program funds that are used in accordance with 24 CFR §570.500.

3.2 The Uniform Administrative Requirements require that Program Income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:

(a) Added to funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Work to additional Clients, over and above the number of Clients specified in the Agreement;

(b) Used to finance the non-federal share of the Project when approved by the County; and

(c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.

3.3 Program Income on hand at the time of expiration of the Agreement must be returned to the County along with accounts receivable that are attributable to the use of CDBG Program Funds.

Section 4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR §§ 570.502, 570.503, and 570.504, as applicable, which include, but are not limited to, the following:

4.1. The Agency shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

4.2. Real property under the Agency's control that was acquired or improved, in whole or in part, with Subaward funds in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 570.208 until five (5) years after the expiration of of this Agreement. Failure to comply with this subsection will result in the Agency paying the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The Agency may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4.3. If equipment acquired, in whole or in part, with funds under this Agreement is sold, then the proceeds will be considered Program Income. If the Agency does not need said equipment for activities under this Agreement, then the Agency will either (a) transfer the equipment to the County for the CDBG program, or (b) retain the equipment after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment

ARTICLE VIII - RISK ASSESSMENT, MONITORING, AND AUDITING

Section 1. Risk Assessment. The County shall conduct a risk assessment of the Agency and regularly complete a suspension and debarment check for the Agency performing Work under this Agreement.

Section 2. Monitoring and Remedies for Non-Compliance.

2.1 The Agency shall systematically and expeditiously furnish the County any and all data needed for the purpose of CDBG Project monitoring and evaluation. This data shall include information of the Work provided and any other data that may be required by the County, in its sole discretion, to adequately evaluate the CDBG Project cost and effectiveness of the Work provided.

2.2 CDBG Project programmatic and financial monitoring shall be performed periodically by the County with a Letter of Findings provided, if applicable, and shall comply with the 2 CFR § 200.329 (**"Monitoring and Reporting Program Performance"**). The Agency shall respond to any such Letter of Findings with a

Corrective Action Plan and Implementation Schedule, as instructed by the County, within thirty (30) days of the date of the Letter of Findings.

2.3 The Agency agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.

2.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right of termination of monthly contribution payments, and/or restitution of any use by the Agency of CDBG Funds determined to not be in conformance with the terms and conditions of this Agreement. This provision shall survive the termination of this Agreement.

2.5 Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

2.6 Financial reporting shall be performed in accordance with the 2 CFR § 200.328 (**"Financial Reporting"**). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.

2.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with CDBG regulations.

2.8 The County may conduct monitoring visits, as it deems necessary, to evaluate the Agency's compliance with the terms of this Agreement, requirements of the CDBG Program, and federal regulations.

Section 3. Auditing. The County, the Orange County Comptroller (**"Comptroller"**), the Federal Government, or any authorized designee or representative of any such government agency, shall have the right to audit the Agency's use of Subaward funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

3.1 **Audit requirements**. If the Agency expends $750,000 or more during its fiscal year in federal awards, the Agency must have a single audit or program-specific audit conducted for that year in accordance with 2 CFR § 200.501 (**"Audit Requirements"**).

3.2 **Single audit**. If the Agency expends $750,000 or more during the its fiscal year in federal awards, the Agency must have a single audit conducted in accordance with the Federal Code 2 CFR § 200.514 (**"Scope of Audit"**), except when the Agency elects to have a program-specific audit conducted in accordance with 2 CFR Part 200.501(c).

3.3 **Exemption.** An exemption shall apply when the federal awards expended are less than $750,000. If the Agency expends less than $750,000 during its fiscal year in federal awards, the Agency is exempt from federal audit requirements for that year, except as noted in 2 CFR § 200.503 (**"Relation to Other Audit Requirements"**), but records must be available for review or audit by the County, Comptroller, appropriate HUD officials, and Government Accountability Office (**"GAO"**).

Section 4. Audit Submission

4.1 Audits shall be submitted to the County, no later than thirty (30) days after the auditor's report is received by the Agency. All audits shall be completed no later than one-hundred eighty (180) days after the close of the Agency' fiscal year, or as specified in accordance with 2 CFR Part 200, Subpart F (**"Audit Requirements"**).

4.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which is compliant with 2 CFR Part 200, Subpart F, shall be forwarded

to the County, with a copy provided to the Orange County Comptroller's Office, at both of the following addresses:

(a) Orange County, Florida
Housing and Community Development Division
Attn: Manager
525 E. South Street
Orlando, Florida 32802-1393

Or electronic mail to: janna.souvorova@ocfl.net

AND

(b) Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38, Orlando, Florida 32802

Or electronic email to: jamille.clemens@occompt.com

4.3 Audit requirements stipulate that grantees and sub-grantees that spend $1,000,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of the Federal Code 2 CFR Part 200, Subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is: https://harvester.census.gov/facweb/.

4.4 In the event the Agency is required to submit their audit (single or program-specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200, Subpart F, a copy of the audit will be forwarded to the County and Comptroller's Office, as otherwise required by this Article.

4.5 Failure to comply with this requirement shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement from the Agency.

ARTICLE IX – TERM AND TERMINATION

Section 1. Term. The "**Term**" of this Agreement begins on the date of execution by the County and terminates five (5) years after the Project's Completion Date (as defined in the *Scope of Work*) (or **"Use Period"**). Due to the County's obligations to HUD, funding availability under this Agreement shall terminate on September 1, 2030.

Section 2. Subaward Period of Performance

2.1 The "Subaward Period of Performance" is the time during which the Agency may incur obligations to carry out the work or services authorized under this Agreement. The Agency may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v).

2.2 The Subaward Period of Performance of this Agreement is: the date of execution by the County to December 31, 2025. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award's Period of Performance shall prevail.

Section 3. Termination

3.1 The County may terminate this Agreement without cause and for convenience upon its provision of thirty (30) days prior written notice to the Agency. The Agency may terminate this Agreement without cause

and for convenience upon its provision of forty-five (45) days prior written notice to the County. Any such notice shall comply with the requirements set forth in **Article XIV** (**"Notices"**) and shall be effective upon the other party's receipt of such notice.

3.2 In the event this Agreement is terminated before the end of the Term, whether for cause or convenience, the Agency shall reimburse the County all, or a portion, of the Subaward funds expended on the Project. Enforcement of such requirement shall be at the sole discretion of the County.

3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:

(a) Unauthorized or improper use of Funds for the Project;

(b) Failure to comply with the requirements of the CDBG Program or the terms and conditions of this Agreement;

(c) Submission of incorrect or incomplete invoices, annual programmatic reports, or support documentation to the County;

(d) Inability to perform under this Agreement for any reason, including unavailability of CDBG Program Funds to finance all or parts of the Project; or

(e) Violation of the conflict of interest or provisions of this Agreement and applicable law.

3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with **Article XIV.**

3.5 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing Work under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.

3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:

(a) Stop working under this Agreement on the date and to extent specified in the notice of termination;

(b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;

(d) Manage CDBG Program properties as directed by the County;

(e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and

(f) Take any other actions directed in writing by the County.

3.7 When seeking to terminate this Agreement for any of the causes listed above, the County shall notify the Agency in writing of the nature of the cause, and the Agency shall have thirty (30) days from the receipt of such notice to cure or otherwise eliminate such cause.

3.8 Pursuant to 2 CFR § 200.340(a)(4), the Agency may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for

which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, the Agency's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Agency's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.

Section 4. Force Majeure

4.1 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the party's control so long as the delay is not caused by the party's own fault or negligence. Notwithstanding the foregoing, the Agency cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the *Scope of Work* of this Agreement, or which in any way existed at the time this Agreement was executed.

4.2 No other damages, fees, or costs may be assessed against the County for the County's termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

ARTICLE X – REPORTING AND CLOSEOUT

Section 1. Annual Programmatic Reports

1.1 The Agency shall submit an Annual Programmatic Report to the Program Administrator, together with the Invoice within thirty (30) calendar days of the end of each fiscal year (September 30).

1.2 The CDBG Program's Annual Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as **"Exhibit F,"** which shall include, but not be limited to, the following information:

(a) Total of unduplicated persons (Program participants) and households assisted;

(b) Income breakdown of households assisted;

(c) Number of female headed households assisted;

(d) Number of homeless persons and households assisted;

(e) Racial breakdown and ethnic background of assisted; and

(f) Description of Service(s) provided.

1.3 The Annual Programmatic Report shall contain the cumulative totals and characteristics of persons and households assisted, and type of Work provided. In addition, the Agency must report on how the Project assisted in fulfilling Consolidated Plan goals and CDBG Program National Objectives through its accomplishments.

1.4 The Annual Programmatic Report must demonstrate how the proposed Project can be measured according to the *Performance Measurement Standards* identified in **"Exhibit F."**

1.5 The Program Administrator should be notified in writing of any problems, delays, or adverse conditions which affect the ability to attain CDBG Program goals or preclude the attainment of projected units of service. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

Section 2. Subaward Closeout

2.1 The closeout of the Federal Award, or this Subaward, does not affect any of the following:

(a) The right of the Federal Awarding Agency or the County to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or County must make any cost disallowance determination and notify the Agency within the record retention period.

(b) The requirement for the Agency to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

(c) The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

(d) Audit requirements in 2 CFR Part 200, Subpart F.

(e) Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

(b) Records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200.

2.2 After closeout of the Federal Award and/or this Subaward, a relationship created under the Federal Award and/or this Subaward may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the County and the Agency, provided the responsibilities of the Agency, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Agency, as appropriate.

ARTICLE XI - ASSIGNMENTS AND SUBCONTRACTS

Section 1. Assignments

1.1. The parties deem the Work to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

1.2. The Agency shall not assign, sublet, convey, or transfer any interest, right, or duty under this Agreement without prior written consent from the County, which may be given at the County's sole discretion. If the Agency attempts to assign any such rights or duties without the prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.

Section 2. Subcontracting

2.1 The Agency shall not enter into any subcontracts for the Project or related Work, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.

2.2 The Agency shall ensure that subcontractors, if applicable, are required to comply with the requirements set forth in the Uniform Administrative Requirements.

2.3 The County shall retain the right to review and comment on the Agency's solicitation plans and documents prior to the solicitation of bids, and, if utilizing that right, the County shall approve the selected contractor in writing prior to the Agency entering into any contract relating to the Project. The Agency shall provide the Program Administrator a copy of all executed contracts with the selected contractors and sub-contractors, all of which shall include a provision requiring the respective contractor or sub-contractor to comply with the requirements of the Uniform Administrative Requirements and 2 CFR Part 200 Appendix II.

2.4 The Program Administrator shall retain the right to review and evaluate all submittals, attend all construction progress meetings, and be fully informed of all issues including, but not limited to, any

deletions or revisions in work resulting in a change in the Completion Date, and contract amount or scope of work. In no event shall the Completion Date be changed or otherwise modified beyond term of this Agreement without prior written approval by the County.

2.5 During the construction period, the Agency shall require all tiered contractors to submit required certified payroll via LCPTracker software.

LCPtracker LABOR COMPLIANCE REPORTING SERVICE.

LCPtracker is an internet-based service that allows for simple, accurate and compliant reporting of labor information required by CDBG. The CONTRACTOR AND ALL TIERED SUBCONTRACTORS will subscribe free of charge to the services of LCPtracker for the submission of Certified Payroll, EEO Reporting, Section 3 Reporting, etc.

ARTICLE XII - PROCUREMENT REQUIREMENTS

Section 1. General Requirements. The Agency shall comply with the applicable requirements set forth in 2 CFR § 200.327 (**"Contract Provisions"**) when performing procurement in the process of delivering Work specified in this Agreement.

Section 2. County Procurement Requirements

2.1 When expending any funds provided to the Agency pursuant to this Agreement, the Agency must comply with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**). Moreover, by executing this Agreement, the Agency certifies that, for the purposes of using the Subaward funds, the Agency either: (a) maintains written purchasing procedures in compliance with such Procurement Standards; or (b) does not maintain written purchasing procedures that are compliant with such Procurement Standards and therefore agrees to use the County's purchasing procedures, which can be found at this link: http://www.ocfl.net/vendorservices.

2.2 The Agency shall maintain an inventory of all property purchased or acquired with CDBG Program Funds. "Property" shall mean all non-expendable, tangible property with a value of at least $1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in the Agency's care, custody or control purchased or acquired with CDBG Program Funds.

2.3 The Agency will immediately report lost or stolen property to the County. The Agency will also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency will submit a report to the County listing the item received or returned as well as a description, serial number and quantity.

2.4 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired with CDBG Program Funds, pursuant to the requirements of 2 CFR § 200.310 to 2 CFR § 200.316 (**"Property Standards"**). At the County's discretion, the County may allow the Agency to retain property purchased with CDBG Program Funds if such property is needed to continue performing Work for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the Manager to continue using the property purchased with CDBG Funds beyond the termination of this Agreement.

ARTICLE XIII – INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. Indemnification. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, the County's officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or the Agency's sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. Protection of Persons and Property. While working or performing Work at County facilities, the Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement.

2.1 The Agency shall take all reasonable precautions for the safety and protection of:

(a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;

(b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and

(c) Other property at or surrounding the premises including trees, shrubs, lawns, walks, pavement, and roadways.

2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, the Agency's agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft of loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:

(a) Occupational Safety & Health Act (OSHA)

(b) National Institute for Occupational Safety & Health (NIOSH)

(c) National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx

2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. Insurance

3.1 The Agency agrees to maintain, on a primary basis and at the Agency's sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review

and acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 440, Florida Statutes, as may be amended from time to time.

3.2 The Agency shall require and ensure that each of the Agency's contractors and sub-vendors/sub-contractors, consultants providing Work hereunder (if any) procures and maintains, until the completion of their respective Work, insurance of the types and to the limits necessary to protect the Agency and the County against any loss or claim resulting from the activities contemplated under this Agreement.

3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via *www.floir.com/companysearch* and A.M. Best's Ratings are available at *www.ambest.com*.)

3.4 **Required Coverage:**

(a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than $1,000,000 (One Million Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent.

(b) **Sexual abuse and molestation coverage** with limits of not less than $100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

(c) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than $100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.

Required Endorsements:

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(d) **Fidelity & Employee Dishonesty** – The Agency shall maintain fidelity/employee dishonesty coverage with a limit of not less than the CDBG Funds awarded for the Project.

(e) **All-Risk Property Coverage** – The Agency shall provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to other property owned by the Agency.

(f) **Flood Insurance** – The Agency agrees that if any portion of the Project is located in a special flood hazard area as identified by the Federal Emergency Management Agency, flood insurance will be

purchased either through the National Flood Insurance Program or other commercially available insurance to cover all assets acquired or improved with Federal funds.

3.5 By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. Sample documents have been attached to this Agreement as **Exhibits J, K,** and **L**, but the Agency shall provide the Agency's own original forms as provided by the Agency's insurer. When required by the insurer, or should a policy condition permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. Blanket endorsements will be accepted as long as the entire endorsement is submitted and the policy number appears at the top of the first page. All specific policy endorsements shall be in the name of Orange County, Florida.

3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificates compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section.

3.8 The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any cancellation or non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policies.

The certificate holder shall read:

Orange County, Florida
c/o Housing and Community Development Division
525 E. South Street
Orlando, Florida 32801

3.9 **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes) and is self-insured:

(a) Paragraphs 3.1 – 3.8 of this Article are not applicable to the Subrecipient. However, such paragraphs do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Subrecipient in any such subcontracts.

(b) Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of $200,000 per person and $300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County's Risk Management Division at the address in Paragraph 3.8 of this Article.

Section 4. Vulnerable Persons

4.1 If the Work to be provided in the *Scope of Work* attached to this Agreement as **"Exhibit C"** involve "vulnerable persons" as defined in Section 435.02(6), Florida Statutes, then the Agency's employees, including its volunteers or any associates or agents of the Agency, that are contributing to the delivery of

that Work, or who will come into contact with such vulnerable persons in any way, must undergo a background screening that complies with Section 435.04 (Level 2 screening standards), Florida Statutes. Additionally, the Agency agrees that it shall pass down this obligation to its subcontractors (if any).

4.2 This screening shall:

(a) Be completed at no cost to the County;

(b) Be completed prior to the employee/volunteer beginning work pursuant to this Agreement;

(c) Be repeated at five (5) year intervals for the duration of this Agreement and any amendment hereto;

(d) Consist of an employment history check; and

(e) Include fingerprinting that will be checked against the following databases: (1) Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); (2) Federal Criminal Records through the Federal Bureau of Investigation (FBI); and (3) Local Criminal Records through local law enforcement agencies.

4.3 If applicable, the Agency shall provide the Director of the County's Housing and Community Development Department, or their designee, confirmation that the aforementioned screenings have been conducted and that the employee(s) providing Work are acceptable to use in the Agency's provision of Work to, or engagement with, such vulnerable persons.

4.4 The County may request to review the actual screenings and determine whether a particular employee or volunteer may be utilized by the Agency in completing its obligations under this Agreement.

4.5 Any failure by the County to request to review the actual screenings of any employee shall not relieve the Agency of its liability and obligations under this Agreement, nor shall it place any liability on the County regarding the determination as to the eligibility or acceptability of any of the Agency's employees to provide Work or to engage with any vulnerable person.

Section 5. Independent Contractor. It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all Work performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Agency for all purposes, including but not limited to for any worker's compensation matters.

Section 6. Environmental Indemnification. The Agency shall defend, indemnify and hold harmless the County (and the County's officials, agents, and employees) from any claim arising from, or in any way related to, the environmental condition of the property to be used for the Project, including, but not limited to, the cost of investigating, defending, and/or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Project and associated property. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and is not to be construed to commence only upon realization by the County of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification shall not be construed as an indicia of ownership, management, or control of the Project by the County, and the County hereby recognizes and acknowledges that the County is not an owner or manager of the Project and does not exert any control thereupon. Notwithstanding anything herein to the contrary, this indemnification provision shall survive the termination of this Agreement.

ARTICLE XIV - NOTICES

All notices permitted or required shall be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery addressed as follows:

As to County: Orange County Housing and Community Development Division
Attention: Manager
525 East South Street, Orlando, FL 32801

With Copy to: Orange County Administration
Attention: Infrastructure, Community, and Development Services
Administration Building, 5th Floor
201 S. Rosalind Avenue, Orlando, FL 32801

As to Agency: Alfred Arzuaga, President
Orlando Neighborhood Improvement Corporation
101 S. Terry Ave.
Orlando, FL 32805

ARTICLE XV - GENERAL TERMS AND CONDITIONS

Section 1. Religious and Political Activities. The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the CDBG Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (**"Hatch Act"**), 24 CFR § 570.207(a)(3) or 24 CFR §570.200(j).

Section 2. Anti-Lobbying Provision. The Agency agrees that no federally appropriated funds will be used by the Agency, or on behalf of the Agency, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 USC § 1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the *Certification Regarding Lobbying* attached as **"Exhibit I."** A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an employee or officer of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL (**"Disclosure Form to Report Lobbying"**) in accordance with its instructions.

Section 3. Non-Discrimination. The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of the Project or performance of Work related thereto. The Agency shall comply with 42 USC § 5301, et seq.; 42 USC § 6101; 29 USC § 794; 24 CFR §570.602; and 24 CFR Part 6. The Agency shall comply with Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.) and implementing regulations in 24 CFR Part 1. The Agency shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 USC § 6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a

provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 4. Resident Aliens. The Agency agrees to comply with the requirements set forth in 24 CFR § 570.613 regarding eligibility restrictions for certain resident aliens.

Section 5. Debarment and Suspension. The Agency acknowledges and understands that the regulations at 2 CFR Part 180 (**"OMB Guidelines to Agencies on Governmentwide Debarment And Suspension"**) specifically prohibit the County from entering into a **"Covered Transaction,"** as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (**"SAM"**) Exclusions list.

5.1 By executing this Agreement, the Agency hereby certifies that:

(a) It does not appear on the SAM Exclusions list;

(b) It shall maintain an active registration with SAM for the entire Term of this Agreement; and

(c) It shall notify the County within five (5) business days if is added to the SAM Exclusions list, or should its status under the SAM system change in any way, during the Term of this Agreement.

5.2 The Agency shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.3 The County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Agency: (a) be found to have misrepresented its SAM system status in any manner; or (b) fail to notify the County of any change in its status under the SAM system.

5.4 By executing this Agreement, the Agency certifies it complies with the terms of this Article and 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**). This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Section 6. Conflict of Interest. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 2 CFR Part 200. The Agency shall comply with the conflict of interest provisions contained in 24 CFR § 570.611 for those cases not governed by 2 CFR Part 200. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG Funds or who is in the position to participate in decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflicts.

Section 7. Gifts. The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

Section 8. Unlawful Compensation. The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 287, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 9. Scrutinized Companies

9.1 By executing this Agreement, the Agency certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida

Statutes. Specifically, by executing this Agreement, the Subrecipient certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

9.2 Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is not: (a) on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or (b) engaged in business operations in Cuba or Syria.

9.3 The County reserves the right to terminate this Agreement immediately should the Subrecipient be found to: (a) have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or (b) have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

9.4 If this Agreement is terminated by the County as provided in subparagraph 9.3(a) above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in subparagraph 9.3(b) above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County's termination. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

Section 10. Prohibition of Use of Excessive Force. The Agency accepts and acknowledges the County's "Certification Regarding Policy Prohibiting Use of Excessive Force" attached hereto and incorporated by this reference as "**Exhibit N**."

Section 11. Environmental Review Requirements. The Agency shall provide information to the County regarding environmental assessments and remediation. The Agency shall submit to the County any changes to the original proposed scope of work, or any changes in the cost of the work, so that the County may evaluate this new information and conduct any further environmental review. This information shall be submitted to the County for approval at least thirty (30) days prior to the commencement of construction. The Agency agrees to assist the County in addressing any environmental issues that may arise during the County's review process.

Section 12. Buy America Build America

12.1 The Agency shall comply with Section 70914 of Public Law No. 117-58, §§ 70901, also known as the Infrastructure Investment and Jobs Act (IIJA), Public Law 117 58, which includes the Build America, Buy America Act (**"BABA"**). BABA requires the following Buy America preferences:

(a) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

(c) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. For the purposes of this provision, "construction materials" includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such

as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of: (1) non-ferrous metals; (2) plastic and polymer-based products (including polyvinylchloride, composite building; (3) materials, and polymers used in fiber optic cables); (4) glass (including optic glass); (5) lumber; or (6) drywall.

12.2 This Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to the Project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

Section 13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

13.1 The Agency is prohibited from obligating or expending any portion of the Subaward funds to procure or obtain, extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

13.2 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 14. Public Entity Crimes

14.1 By executing this Agreement, the Agency hereby certifies that neither the Agency, nor one or more of Agency's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Agency, nor any affiliate of the Agency, has been charged with and convicted of public entity crime subsequent to July 1, 1989. The Agency additionally certifies that the Agency has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list. For the purposes of this provision, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes.

Section 15. Employment Eligibility.

15.1 By executing this Agreement, the Agency hereby certifies that, pursuant to Section 448.095, Florida Statutes, the Agency is registered with and will use the E-Verify system to verify authorization status of all newly hired employees.

15.2 Additionally, should the Agency enter into a subcontract utilizing any portion of the Subaward funds provided pursuant to this Agreement, the Agency shall require that such subcontractor provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Agency shall maintain a copy of such subcontractor's affidavit in compliance with the records retention terms of this Agreement.

15.3 The Subcontract hereby acknowledges that if the County has a good faith belief that the Agency has knowingly violated Section 448.09(1), Florida Statutes, then the County is obligated to terminate this Agreement with the Agency pursuant to Section 448.095(5)(c)1., Florida Statutes.

15.4 If the County terminates this Agreement for the foregoing reason, the Agency will not be awarded a public contract for at least one (1) year after the date on which this Agreement was terminated, and the Agency will be liable for any additional costs incurred by the County as a result of the termination of this Agreement.

Section 16. Mandatory Disclosure

In accordance with 2 CFR § 200.113, the Agency will promptly disclose whenever, in connection with the Federal Award or this Subaward, the Agency has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). This disclosure must be made in writing to HUD, HUD's Office of the Inspector General, and the County. The Agency will also report matters related to recipient integrity and performance in accordance with 2 CFR Part 200, Appendix II. Failure to make required disclosures can result in the "**Remedies for Noncompliance**" described in 2 CFR § 200.339 including, but not limited to, withholding payments, disallowing costs, suspension or debarment, and suspension or termination of this Agreement.

Section 17. Whistleblower Protections

17.1. In accordance with 2 CFR § 200.217, the Agency may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

17.2. The Agency shall inform the Agency's employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

ARTICLE XVI - MISCELLANEOUS

Section 1. Attorneys' Fees and Costs. Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an **"Action"**).

Section 2. Conflicts. The Agency shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

Section 3. Construction and Representations. Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

Section 4. Counterparts and Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of signature pages to the other parties at electronic mail addresses as designated by the parties, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such electronic delivery.

Section 5. Governing Law. This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

Section 6. Headings. The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 7. Jury Waiver. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

Section 8. Remedies. No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 9. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

Section 10. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 11. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

Section 12. Use of County and Agency Logos. The Agency may not use of any the County's emblems, logos, or identifiers without written permission from the County. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

Section 13. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

Section 14. Waiver. No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Section 15. Written Modification

16.1 No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

16.2 Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line-item transfers, personnel changes, and removal of special conditions, must be submitted to the Program Administrator no later than ten (10) days prior to the Project's Completion Date set forth in **Article III**. Amendments that require approval by the BCC must be submitted to the Program Administrator no later than sixty (60) days prior to the Project's Completion Date. All amendment requests must be submitted in writing on the Agency's letterhead and include an explanation as to why an amendment is being requested.

Section 16. Entire Agreement. This written agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ORANGE COUNTY SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA
BY: Orange County Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

Date: 20 May 2025

ATTEST:
Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Date: 5/20/25

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

SUBRECIPIENT SIGNATURE PAGE

BY: **ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION (the Agency)**

AA.
Signature

ALFRED ARZUAGA
Printed Name

President
Official Capacity

3/31/2025
Date

NOTARY:

STATE OF Florida)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 31st day of March, 2025, by Alfred Arzuaga, in their official capacity as President for the Owner.

☑ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Fanieza Ghani
Notary Public
My Commission Expires:

Notary Public State of Florida
Fanieza Ghani
My Commission HH 592996
Expires 10/25/2028

(Printed, typed or stamped commissioned name of Notary Public)

Signature

ERICKA Y. DUNLAP
Printed Name

CHAIR
Official Capacity

3/31/2025
Date

NOTARY:

STATE OF Florida)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 31st day of March, 2025, by Ericka Dunlap, in their official capacity as the Board Chair or Authorized Representative for the Owner.

☑ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Fanieza Ghani
Notary Public
My Commission Expires:

Notary Public State of Florida
Fanieza Ghani
My Commission HH 592996
Expires 10/25/2028

(Printed, typed or stamped commissioned name of Notary Public)

SUBRECIPIENT SIGNATURE PAGE

BY: **ONIC-MAITLAND OAKS, LLC (the Owner)**

Signature

ALFRED ARZUAGA

Printed Name

PRESIDENT

Official Capacity

3/31/2025

Date

NOTARY:

STATE OF Florida)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 31ST day of March, 2025, by Alfred Arzuaga, in their official capacity as President for the Agency.

☑ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Fanieza Ghani

Notary Public
My Commission Expires:

Notary Public State of Florida
Fanieza Ghani
My Commission HH 592998
Expires 10/25/2028

(Printed, typed or stamped commissioned name of Notary Public)

Signature

ERICKA Y DUNLAP

Printed Name

CHAIR

Official Capacity

3/31/2025

Date

NOTARY:

STATE OF Florida)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 31ST day of March, 2025, by Ericka Dunlap, in their official capacity as the Board Chair or Authorized Representative for the Agency.

☑ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Fanieza Ghani

Notary Public
My Commission Expires:

Notary Public State of Florida
Fanieza Ghani
My Commission HH 592998
Expires 10/25/2028

(Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT A
APPLICABLE FEDERAL LAWS

The parties shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 75) ensuring that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. See: **"Exhibit O,"** for the Section 3 Clause of this Agreement.

2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11063.

3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.

4. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to the activities performed under this Agreement. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

5. Equal participation of faith-based organizations. The HUD program requirements in 24 CFR § 5.109 apply to the activities performed under this program, including the requirements regarding disposition and change in use of real property by a faith-based organization.

6. Debarred, suspended or ineligible contractors, 2 CFR part 200.213 and 2 CFR part 200 Appendix II.

7. Clean Air Act, as amended (42 USC §§ 7401-7515.)

8. Water Pollution Control Act, as amended, 33 USC 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

9. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.

10. Labor Standards (29 CFR Parts 3.5 and subpart A) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.

11. Drug Free Workplace Act of 1988.

12. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act

13. National Historic Preservation Act of 1966, as amended (Public Law 102-575).

14. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement. See 2 CFR § 200.321.

15. Fair Housing Act (42 U.S.C. § 3601, et. seq.) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing); and their implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating said compliance.

16. Compliance with Davis-Bacon Act. The Agency shall comply, and shall require its contractors and sub-contractors to comply, with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5. Any construction contracts entered into by the Agency shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. The Agency shall maintain documentation and records that demonstrate compliance with these regulations, including contract provisions and payroll records. Such documentation shall be provided to the County upon demand for the same.

17. Copeland "Anti-Kickback" Act. The Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.

18. Contract Work Hours and Safety Standards Act. The Agency agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.

19. Handicapped Accessibility Requirements. The Agency shall design and construct the Project so that it is accessible to and usable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157); the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614; and the Americans with Disabilities Act of 1990 (42 U.S.C. §12131, et seq.). The Agency shall keep records demonstrating compliance with these regulations.

20. Rights to Inventions Made Under this Agreement. If the Federal Award and/or this Agreement meet the definition of "funding agreement" under 37 CFR §401.2(a), and the Agency is a small business firm or nonprofit organization, then the County shall comply with the requirements of 37 CFR §401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), and any implementing regulations issued by the Federal Agency.

21. Displacement, Relocation, Acquisition and Replacement of Housing. The Agency shall comply with 24 CFR § 570.606 and provide relocation assistance to displaced persons that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversions for a CDBG-assisted project. The Agency shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR § 570.606.

22. **The relevant provisions of 2 CFR Part 200 may be found at the following link: https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II. These provisions apply, except as set forth in 24 CFR § 570.502. Such relevant provisions include, but are not limited to:**

    - 2 CFR § 200.328 ("Financial reporting")
    - 2 CFR § 200.329 ("Monitoring and reporting program performance")
    - 2 CFR § 200.332 ("Requirements for pass through entities")
    - 2 CFR § 200.334 ("Retention requirements for records")
    - 2 CFR § 200.337 ("Access to records")
    - 2 CFR § 200.338 ("Restrictions on public access to records")
    - 2 CFR § 200.339 ("Remedies for noncompliance")
    - 2 CFR § 200.340 ("Termination")
    - 2 CFR § 200.341 ("Notification of termination requirement")
    - 2 CFR § 200.342 ("Opportunities to object, hearings and appeals")
    - 2 CFR § 200.343 ("Effects of suspension and termination")
    - 2 CFR § 200.345 ("Post-closeout adjustments and continuing responsibilities")
    - 2 CFR § 200.346 ("Collection of amounts due")

EXHIBIT B
PROJECT BUDGET

ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION
ONIC-MAITLAND OAKS, LLC
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Direct Costs	**Total Cost**
General construction activities associated with improvements to an affordable housing apartment complex (Maitland Oaks), to include replacement of windows, sliding doors, and unit entry doors	FY 2022-2023 – $24,092 FY 2023-2024 – $590,760
TOTAL BUDGET	**$614,852**

FUNDING ELIGIBLE ACTIVITIES: As further described in the *Scope of Work* found in **"Exhibit C".**

EXHIBIT C
SCOPE OF WORK

ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION
ONIC-MAITLAND OAKS, LLC
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

The proposed Project consists of general construction activities associated with replacement of windows and doors (sliding doors and units entry doors) on 100 units of affordable rental housing at the Maitland Oaks apartment complex, which is owned by ONIC-Maitland Oaks, LLC and provides affordable housing for low to moderate-income individuals and families. The facility is located at 8339 Pembrook Villas Cir., Orlando, FL 32810, and has the following parcel identification and legal description:

Parcel ID#: 28-21-29-0000-00-106

Legal Description: BEG NE COR OF NE1/4 OF NE 1/4 OF SE1/4 TH S 30 FT FOR POB RUN W 660 FT S 630 FT E 370 FT N 467 FT E 290 FT TH N 163 FT TO POB SEC 28-21-29 SEE 6012/1893

Parcel Size: 6.39 acres (+/-) (portion of)

The proposed Project under this Agreement consists of the following activities:

- Replacement of windows on approximately 100 units of affordable rental housing;
- Replacement of sliding doors on approximately 100 units of affordable rental housing; and
- Replacement of Unit entry doors on approximately 100 units of affordable rental housing.

Projected Output/Outcomes:

Output: Full completion of all of the above-referenced activities by the Project Completion Date (see **Article III, Section 2** of the Agreement).

Outcome: Provision of a save and decent affordable housing to very low, low and moderate-income individuals in order to improve their overall well-being and their quality of life.

EXHIBIT D
INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to:

Orange County
Manager, Housing and Community Development
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E
INCOME GUIDELINES

Gross Income
2024 CDBG Income Limits

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 80%
1	$20,300	$33,800	$54,050
2	$23,200	$38,600	$61,800
3	$26,100	$43,450	$69,500
4	$28,950	$48,250	$77,200
5	$31,300	$52,150	$83,400
6	$33,600	$56,000	$89,550
7	$35,900	$59,850	$95,750
8	$38,250	$63,700	$101,950

DEFINITIONS:

LOW INCOME: Households whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

VERY LOW: Households whose incomes do not exceed 50% of the median income of the area, as determined by HUD with adjustments for smaller and larger families.

EXTREMELY LOW: Households whose incomes do not exceed 30% of the median family income of the area, as determined by HUD with adjustments for1smaller and larger families.

NOTE: The CDBG Income Limits are provided by HUD annually and are subject to change. Data effective as of May 1, 2024.

EXHIBIT F
CDBG PROGRAMMATIC REPORT

Agency: Orlando Neighborhood Improvement Corporation
Owner: ONIC-Maitland Oaks, LLC **Year Ending:**_____

Contact Person: _____ **Phone:** _____ **E-mail:** _____

SECTION 1: Total Program Participants served by the Facility	**Year-to-Date** Program Participants (Unduplicated)
Extremely Low Income	
Very Low Income	
Low Income	
Moderate Income	
TOTAL (s/b same as below)	
Female Headed Households	
Homeless	
Orange County Residents	

SECTION 2: Race and Ethnicity of Participants	**Year-to-Date** Program Participants (Unduplicated)	
	Hispanic or Latino	**Not Hispanic or Latino**
White		
Black/African American		
Asian		
American Indian/Alaska Native		
Native Hawaiian/other Pacific Islander		
Amer. Indian/Alaska Native and White		
Asian and White		
Black / African American and White		
American Indian/Alaska Native and Black / African American		
Other Multi-Racial		
TOTAL (s/b same as above)		

SECTION 3: (Attach a Narrative of Accomplishments for the year)

EXHIBIT G
SUBAWARD ADVANCE TERMS AND AFFIDAVIT

Please select one of the choices below.

☒ The Subrecipient **will not be receiving funds in advance** pursuant to this Subrecipient Agreement.

☐ The Subrecipient **will be receiving an advance** of the Subaward pursuant to this Subrecipient Agreement and, therefore, the therefore hereby executes the following affidavit agreeing to the terms of such advance:

Part 1: Subaward Advance Terms

A. 2 CFR 200.305(b) (**"Payment"**) permits the County to issue advance payments of the Subaward to the Subrecipient as long as such advanced payments are: (1) limited to the minimum amounts needed; and (2) timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the *Scope of Work*.

B. As such, the following **"Subaward Advance Budget"** was prepared:

C. Based upon the foregoing, the County shall issue an advance of $_____ at the beginning of the Agreement's term, or when such advance is agreed upon by the parties in writing. **All advanced Subaward funds must be spent no later than thirty (30) calendar days from the Subrecipient's receipt of the advance.**

D. **Subaward Advance Reconciliation.**

1. The Subrecipient shall provide the County with a *Subaward Advance Reconciliation Report* with all documentation necessary (paid invoices, receipts, etc.) showing that the advance was appropriately spent no later than forty-five (45) calendar days after the Subrecipient receives the advance of the Subaward.

2. Such *Subaward Advance Reconciliation Report* must be: (a) executed by the Subrecipient's authorized representative; and (b) include attestation language.

3. If the Subrecipient failed to expend all of the advanced Subaward funds within the thirty (30) days provided, the balance of unspent funds shall be deducted from subsequent invoices received by the County until it is fully exhausted. Any such advanced funds remaining at the end of the Agreement's term must be returned to the County.

4. The County reserves its right to suspend any further payments to the Subrecipient until it receives a sufficient *Subaward Advance Reconciliation Report* from the Subrecipient. Nothing in this **"Exhibit G"** should be construed as limiting the County from pursuing any additional remedies contemplated in the Agreement or at law.

E. The Subrecipient shall comply with all terms found in the Agreement regarding advances, including but not limited to, those found in the **"Payment"** section of this Agreement and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated in this Agreement.

Part 2: Subaward Advance Affidavit

The undersigned hereby certifies on behalf of the Subrecipient, that:

1. The Subrecipient understands and will comply with the *Subaward Advance Terms* provided in **Part 1** above.

2. The *Subaward Advance Budget* provided for in **Part 1** above is a true and accurate representation of the Subrecipient's actual, immediate cash requirements for carrying out the *Scope of Work*.

3. The Subrecipient shall comply with 2 CFR § 200.305(b) and therefore shall maintain written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Subrecipient, and (2) the Subrecipient's disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs.

4. The Subrecipient has reviewed 2 CFR § 200.305(b) and maintains financial management systems that comply with the standards therein for fund control and accountability.

5. The Subrecipient shall make timely payment to its contractors, vendors, and any agencies providing services to the Subrecipient pursuant to the Agreement.

6. Should the Subrecipient be found to have mismanaged the Subaward advanced by the County, the County may consider such mismanagement cause for termination of the Agreement.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

AA.	PRESIDENT
Signature of Subrecipient Representative	Official Title
ALFRED ARZUAGA	4/2/2025
Printed Name	Date

EXHIBIT H
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if I terminate the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____

EXHIBIT I
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION

By: AA.

Signature of Subrecipient Representative

PRESIDENT

Official Title

ALFRED ARZUAGA

Printed Name

4/2/2025

Date

ONIC-MAITLAND OAKS, LLC

By: AA.

Signature of Owner Representative

PRESIDENT

Official Title

ALFRED ARZUAGA

Printed Name

4/2/2025

Date

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SAMPLE

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT K
(if/when applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

● 1983 National Council on Compensation Insurance.

ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT L
(if/when applicable)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

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ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT M
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by Orange County, Florida and the U.S. Department of Housing and Urban Development ("HUD") in awarding the grant funds. If it is later determined that Orlando Neighborhood Improvement Corporation and ONIC-Maitland Oaks, LLC knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the County's Housing and Community Development Department and/or HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. Orlando Neighborhood Improvement Corporation and ONIC-Maitland Oaks, LLC will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

The undersigned hereby certifies that Orlando Neighborhood Improvement Corporation and ONIC-Maitland Oaks, LLC will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Orlando Neighborhood Improvement Corporation and ONIC-Maitland Oaks, LLC's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) Orlando Neighborhood Improvement Corporation and ONIC-Maitland Oaks, LLC policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the Loan, the employee will:

   1. Abide by the terms of the statement; and

   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

E. Notify the County's Housing and Community Development Department and/or the HUD in writing within ten (10) calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

EXHIBIT M
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS

ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION

By: _____

Signature of Subrecipient Representative

ALFRED ARZUAGA

Printed Name

PRESIDENT

Official Title

4/2/2025

Date

ONIC-MAITLAND OAKS, LLC

By: _____

Signature of Owner Representative

ALFRED ARZUAGA

Printed Name

PRESIDENT

Official Title

4/2/2025

Date

EXHIBIT N
CERTIFICATION REGARDING POLICY
PROHIBITING USE OF EXCESSIVE FORCE

In accordance with section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act), Orange County, Florida, certifies that:

It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

NOTE: This certification does not require Orlando Neighborhood Improvement Corporation and ONIC-Maitland Oaks, LLC to adopt a policy regarding excessive force. It is included for informational purposes only.

EXHIBIT O
SECTION 3 CLAUSE (CBDG)

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC § 1701u) (**"Section 3"**) and its associated regulations (24 CFR Part 75) ("**Section 3 Regulations"**). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

B. The Agency agrees to comply with all applicable Section 3 Regulations, including but not in any way limited to those provisions found in § 75.9 regarding employment training and contracting, as well as those found in § 75.15 regarding reporting of labor hours and additional reporting if Section 3 benchmarks are not met. If this Agreement contemplates Housing and Community Development Financial Assistance, the Agency also agrees to comply with Subpart C of the Section 3 Regulations (**"Additional Provisions for Housing and Community Development Financial Assistance"**), including but not in any way limited to those provisions found in § 75.19 regarding employment training and contracting, as well as those found in § 75.25 regarding reporting of labor hours and additional reporting if Section 3 benchmarks are not met.

C. As evidenced by the Agency's execution of this Agreement, the Agency hereby certifies that it is under no contractual or other impediments that would prevent it from complying with the Section 3 Regulations.

D. The Agency agrees to send to each labor organization or representative of workers with which the Agency has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Agency's commitments under this section of the Agreement and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

E. The Agency agrees to include this Section 3 clause in every subcontract subject to the Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor violates the Section 3 Regulations. The Agency will not subcontract with any subcontractor where the Agency has notice or knowledge that the subcontractor has been found in violation of the Section 3 Regulations.

F. The Agency will certify that any vacant employment positions, including training positions, that are filled: (i) after a contractor is selected but before the Agreement is executed; and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Agency's obligations under Section 3 Regulations.

G. Compliance with the provisions of Section 3, the Section 3 Regulations, and any other applicable rules and orders issued by HUD thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the Project that is binding upon the Agency and its successors and assigns. Noncompliance with the Section 3 Regulations may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

EXHIBIT P
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

CRITERIA	REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.332 (a) (i)	Subrecipient name (which must match registered name in SAM.gov)	Orlando Neighborhood Improvement Corporation, Inc.
(a) (ii)	Subrecipient's Unique Entity Identifier:	VNJBMNB79FV8
(a) (iii)	Federal Award Identification Number (FAIN)	B-22-UC-12-0003 B-23-UC-12-0003
(a) (iv)	Federal Award Date (see the definition of *Federal award date* in 2 CFR § 200.1) or award to the recipient by the Federal agency	October 28, 2022 September 27, 2023
(a) (v)	Subaward Period of Performance Start and End Date	See Article IX, Section 2.2.
(a) (vi)	Subaward Budget Period Start and End Date	See Article IX, Section 2.2.
(a) (vii)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	$614,852
(a) (viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	Unknown
(a) (ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	B-22-UC-12-0003 ($24,092) B-23-UC-12-0003 ($590,760)
(a) (x)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA)	Rehabilitation activities, to include replacement of windows, sliding doors, and unit entry doors, at the Maitland Oaks apartment complex (owned by ONIC-Maitland Oaks, LLC) that provides affordable housing to low- to moderate-income individuals and families
(a) (xi)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity	U.S. Department of Housing and Urban Development; Pass through entity: Orange County Contact: Mitchell Glasser, 407-836-5190
(a) (xii)	Assistance Listings Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings number at time of disbursement	14.218 Community Development Block Grant
(a) (xiii)	Identification of whether the award is R&D	No
(a) (xiv)	Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 CFR § 200.414	7.93%
2 CFR 200.332 (a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, see terms of the Agreement and Exhibit A.

(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports		Yes, Exhibits B, C, D, E, F, G, H, I, M, O
(a) (4) (i)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either: (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so; (B) The de minimis indirect cost rate.		
(a) (4) (ii)	The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).		
(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part		Yes, Article VII, Section 1 of Agreement, and Article VIII, Sections 3 and 4.
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward		Yes, Article X, Section 2 of Agreement

OTHER SUBAWARD/SUBRECIPIENT FEDERAL AWARD REQUIREMENTS

(a)	**Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:**
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	**Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.208.**
(c)	**Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:**

EXHIBIT P
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521.
(4)	The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
(d)	**Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (a) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:**
(1)	Providing Subrecipients with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations; and
(3)	Arranging for agreed-upon-procedures engagements as described in 2 CFR § 200.425.
(e)	**Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501.**
(f)	**Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.**
(g)	**Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.339 of this part and in program regulations.**
[November 2020 Update to 2 CFR Part 200]	

Name of Reviewer: Mitchell Glasser

Signature:

Title: Manager (or designee)
Orange County Housing and Community Development Division

APPROVED BY ORANGE
COUNTY BOARD OF
COUNTY COMMISSIONERS

BCC Mtg. Date: May 20, 2025

PROJECT ADMINISTRATION SUBRECIPIENT AGREEMENT (#2024-11-04)

between

ORANGE COUNTY, FLORIDA

and

THE SALVATION ARMY

regarding

THE EMERGENCY SOLUTIONS GRANT ("ESG") PROGRAM

FY 2024-2025

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between **ORANGE COUNTY, FLORIDA,** a charter county and political subdivision of the State of Florida, on behalf of its Housing and Community Development Division (the **"County"**), and **THE SALVATION ARMY**, a qualified not-for-profit corporation registered under the laws of the State of Florida (the **"Agency"**).

RECITALS

WHEREAS, the County is a federal recipient of Emergency Solutions Grant (**"ESG"**) Program funding as provided by the U.S. Department of Housing and Urban Development (**"HUD"**) pursuant to the McKinney-Vento Homeless Assistance Act as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, P.L. 111-22 (the **"HEARTH Act"**);

WHEREAS, as an ESG funding recipient, the County fulfills the ESG Program's Goal of assisting homeless individuals and families by issuing federal subawards (**"Subaward(s)"**) to community agencies that are able to operate ESG-eligible shelter and supportive services projects for the County's homeless population;

WHEREAS, the Agency is a private not-for-profit corporation with experience in providing the ESG funding eligible services (**"Services"**) described in the *Scope of Services* attached to this Agreement as **"Exhibit C"** (hereafter referred to as the **"Project"**), which the County finds to serve a valid public purpose that fulfills the purposes and policies of the HEARTH Act and the ESG Program; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the ESG Program regulations, and to secure other covenants and obligations from the Agency regarding the Project and use of ESG Funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge County and Agency agree as follows:

ARTICLE I - RECITALS

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II – ESG PROGRAM OBJECTIVES AND APPLICABLE FEDERAL REQUIREMENTS

Section 1. Compliance with ESG Program Objectives. The ESG Program's funding objectives are as follows: **(a)** engage homeless individuals and families living on the street; **(b)** improve the number and quality of emergency shelters for homeless individuals and families; **(c)** help operate these homeless shelters; **(d)** provide essential services to homeless shelter residents; **(e)** rapidly re-house homeless individuals and families; and **(f)** prevent families and individuals from becoming homeless.

Section 2. Special Requirements for FY 2024 ESG Program

Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations. Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR Part 576, youth aged 24 and under who seek assistance (including shelter, services, or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 576.2 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by a youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for the purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

Section 3. Applicable Federal Requirements

2.1 This Agreement is funded pursuant to **Federal Award Identification Number: E-24-UC-12-0003**, **CFDA: 14.231** and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related services.

2.2 The Agency shall comply with the regulations found in 24 CFR Part 576 (**"Emergency Solutions Grants Program"**), with details of HUD requirements concerning ESG as expanded by HUD's ESG directives, with the Code of Federal Regulations Title 2, Part 200 (**"Uniform Administrative Requirements"**), all federal regulations and policies issued pursuant to these regulations, and any other relevant or related federal directive or applicable laws (collectively, **"Applicable Federal Law(s)"**).

2.3 A partial list of the Applicable Federal Laws are attached as **"Exhibit A"** for convenience and reference purposes only and shall not be relied upon by the Agency to be the full and exhaustive list of Applicable Federal Laws.

2.4 The Agency hereby acknowledges that the specific provisions of Applicable Federal Laws referenced in this Agreement or in **"Exhibit A"** are referenced only for convenience and emphasis. The exclusion of a specific provision of Applicable Federal Law from this Agreement does not alleviate the Agency from its obligation to comply with such applicable provisions.

2.5 By executing this Agreement, the Agency hereby certifies that it has reviewed the Applicable Federal Laws and that it understands its obligations pursuant to such federal laws, regulations, policies, and directives.

Section 4. Agreement between County and HUD. The Agency shall be bound by the standard terms and conditions used in the ESG Agreement between the County and HUD (a copy of which has been provided to the Agency and is hereby incorporated into this Agreement by reference) and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

ARTICLE III – USE OF SUBAWARD

Section 1. Use of Subaward Funds

1.1 The Agency shall use the Subaward received under this Agreement only for the purpose of conducting the Project, and providing the agreed upon Services described in the *Scope of Services* attached to this Agreement as **"Exhibit C."** ESG Funds shall not be used for any purpose other than those provided for in the *Scope of Services*.

1.2 The Agency shall complete all Project Services contemplated under this Agreement no later than the **"Project Deadline"** indicated on the *Scope of Services*. Any request to extend the Project Deadline shall be in writing and submitted to the County no less than 45 days prior to the established Project Deadline.

1.3 The Agency shall utilize ESG Funds to provide the Services only to those individuals that meet the ESG Program's eligibility requirements as standardized by the County (**"Clients"**).

1.4 The Agency shall provide all required staff, volunteer workers, and services required for the operation of the Project. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Agency removes any employee, volunteer, associate, or agent of the Agency that the County deems incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.

1.5 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants unless specifically allowed. ESG Subaward Funds shall be expended only for those costs associated with the implementation and provision of those Project activities identified in the County-approved *Budget,* a copy of which is attached as **"Exhibit B"**.

1.6 **Authority to Practice.** The Agency hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to meet the Agency's obligations under the *Scope of Services*, and the Agency will at all times conduct the Agency's business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request. Any failure by the County to request such proof shall in no manner be construed as alleviating the Agency's obligations pursuant to this paragraph, nor shall it be construed as shifting any liability for failure to request such proof onto the County.

Section 2. Performance Requirements

2.1 The Agency shall provide matching funds equal to the amount of the Subaward, and shall use ESG Program Funds and matching funds to conduct eligible Project activities, as determined by the County and as necessary or appropriate to accomplish established goals within the County.

2.2 The Agency must maintain and follow written standards for providing ESG assistance and must consistently apply those standards for all Clients as required by the Federal Code 24 CFR § 576.400(e)(**"Written standards for providing ESG assistance"**) and the rules and regulations of the ESG Program.

2.3 The Agency must coordinate and integrate ESG funded activities with mainstream resources and with other programs targeted to serving homeless people as required in the Federal Code 24 CFR §576.400(b)-(d).

2.4 The Agency must perform an initial evaluation of proposed Client eligibility and needs of all households, including annual income, connecting Program Clients to resources and housing stability case management.

2.5 The Agency shall have an established process for determining eligibility of applicants that is consistent with recordkeeping requirements and reflects HUD's preferred order for documentation, which shall include, but not be limited to, written third party verification, including available documents; oral verification; intake staff observations; or self-certification. Exceptions to HUD's preferred order may be made when providing emergency shelter, street outreach or victim services.

2.6 The Agency shall participate in the Homeless Management Information System (**"HMIS"**) as required in Federal Code 24 CFR § 576.400(f). The Agency shall: **(a)** comply with the Homeless Services Network's Policies and Procedures for HMIS; **(b)** designate a primary contact to manage HMIS requirements (**"Primary Contact"**); **(c)** provide the Primary Contact's contact information to the County and Homeless Services Network; **(d)** assign responsibility to the Primary Contact for HMIS data entry, reporting compliance, and maintaining awareness of HMIS guidelines, including, but not limited to, HUD's universal data elements, and the ESG CAPER Report in HMIS; and **(e)** submit to Orange County such HMIS reports as may be required by the County.

Section 3. Service Area. The Agency shall provide the Clients with Services at the facility (the **"Facility"**) located at the address designated in the *Scope of Services* attached as **"Exhibit C"**, or such other address located within Orange County as may be provided to and approved by the County in writing.

ARTICLE IV – CONFIDENTIALITY AND PUBLIC RECORDS

Section 1. Florida Information Protection Act ("FIPA")

1.1 If applicable, the Agency shall be responsible for protecting **"Personal Information"** in compliance with the terms of Section 507.171, Florida Statutes. Pursuant to Section 501.171(g)1., Florida Statutes, "Personal Information" means either of the following:

(a) An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual: a social security number; a driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity; a financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account; any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; an individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual; or any information regarding an individual's geolocation.

(b) A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

1.2 If, pursuant to this Agreement, the Agency is maintaining, storing, or processing personal information on behalf of the County, the Agency is the County's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. The Agency shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the County for any breach of Personal Information that is the fault of the Agency.

Section 2. Public Records Compliance Requirements.

2.1 Pursuant to Section 119.0701, Florida Statutes, the Agency shall:

(a) Keep and maintain public records required by the County to perform the service.

(b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records to the County.

(d) Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.

(e) If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

(f) All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

2.2 **Florida Agencies.** If the Agency is an "Agency" as defined by Section 119.011, Florida Statutes, then the Agency shall comply with its own obligations under Chapter 119, Florida Statutes. The Agency additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Agency will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 3. Health Insurance Portability and Accountability Act ("HIPAA")

3.1 Under this Agreement, each party shall limit its transmission of data to the other party only to data that either: **(a)** is not **"Protected Health Information,"** as defined in 45 CFR § 160.103; or **(b)** has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.

3.2 Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that: **(a)** a Business Associate Agreement has been executed, as applicable; and **(b)** all the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed including, but not limited to, obtaining signed and written authorizations or consents from the patient or client.

ARTICLE V - FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding Limitations

1.1 The Agency understands that this Agreement receives 100% of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of any portion of the funds provided through the Subaward, the Agency shall be responsible for reimbursing the County for the total amount owed.

1.2 Subaward funds received pursuant to this Agreement shall be used only to supplement, not supplant, other related funding or in-kind resources made available for related services.

1.3 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Subaward funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Subaward funding amount approved by the County shall be the sole responsibility of the Agency.

1.4 Any Subaward funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any services or expenses incurred not within the term of this Agreement.

1.5 The Agency understands and agrees that the Services provided to the Clients are on an "as needed basis," and that the dollar values referred to in this Agreement do not in any way constitute a guarantee

of the level of service that may be requested of the Agency or a guaranteed payment of the total maximum amount payable.

1.6 The County shall be the final authority as to the availability of ESG Program funds and as to how such funds will be allocated. The County reserves the right to reduce or otherwise alter the Subaward amount of this Agreement at its sole discretion. Notification of such funding modification shall be provided in accordance with **Article XIV** (**"Notices"**).

Section 2. Budget

2.1 The Subaward shall be an amount not to exceed the total amount indicated in the *Budget* attached as **"Exhibit B"**. Such Subaward shall be paid in accordance with the *Budget*, and any federal, state, and local laws, rules, regulations, and orders.

2.2 The Agency is prohibited from using Grant Funds for any Services not otherwise contemplated in the *Budget*, or as otherwise approved by the Grantee in accordance with applicable federal guidelines.

2.3 All Funds allocated to the Agency from the County for the current ESG Program year shall be expended according to the budgetary line item expenditures provided for in the *Budget*. Requests for transfers within approved line items in the *Budget* that are reasonable and justifiable, are permissible with the approval of the County's Manager of the Housing and Community Development Division (**"Manager"**) upon written request by the Agency. Such request shall be submitted no later than 45 days prior to the end date of this Agreement.

ARTICLE VI - BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. Billing Requirements

1.1 The Agency shall submit all invoices for reimbursement to the County on a monthly basis by the last business day of each month. Submittals shall include:

(a) ESG Program allowable Project services incurred during the prior month;

(b) A completed Cost Reimbursement Line Item Budget Invoice (**"Invoice"**), a draft copy of which is attached as **"Exhibit D"**;

(c) A copy of the approved annual budget, current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. Additionally:

(1) The Agency shall ensure that all social security numbers included on documents submitted to the County are excluded, deleted or redacted, except that the last four digits may be used to identify Clients in records or reports (if the Agency does not have a Client identification numbering system in place).

(2) For employee salaries, the Agency shall submit time sheets or other records documenting time employees spent in ESG Program related activities for the pay period covering the pay period(s) reimbursement is being requested.

(3) As part of its monthly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment to vendors.

(4) The Agency shall submit documentation reporting Program Income (as later defined in this Agreement) earned during the previous month as a result of ESG Funds utilized for the Project. This includes a reporting of all fees collected in the performance of this Agreement which shall be collected in accordance with applicable federal, state, and local guidelines and regulations.

1.2 All requests for payment and/or reimbursement shall include the applicable Invoice and all supporting documentation necessary for processing expenses, which shall be as identified in the budgetary line item expenditures provided in the *Budget,* attached as **"Exhibit B"**. Invoices shall be submitted to the County in accordance with **Article XIV** (**"Notices"**)**.**

1.3 Each Invoice shall be completed in its entirety. Any Invoice that is incomplete or that fails to include the required supporting documentation shall be deemed incomplete and rejected. In such case, the County shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance with such action.

1.4 Failure by the Agency to provide Invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of Agency for subsequent funding awards. The Agency may submit the first Invoice no later than 3 months after the execution of this Agreement. Failure to submit Invoices in a timely manner may result in additional contract conditions, suspension or termination of the Agreement.

1.5 The Agency expressly understands that it is liable, and accepts responsibility, for the repayment of any Funds disbursed under the terms of this Agreement that may be deemed to have been disbursed in error. Repayment by Agency to the County shall be within 30 calendar days from the date of demand by the County. Failure by Agency to comply with this requirement shall be handled in accordance with the Federal Code 2 CFR § 200.346 (**"Collections of Amounts Due"**).

1.6 Any specific issues related to billing for this Agreement may be more specifically described in the *Budget* attached as **"Exhibit B"**.

Section 2. Payment

2.1 **Local Government Prompt Payment Act.** The County shall make payments to the Agency for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70, et. seq., Florida Statutes. All checks disbursed from the County shall be made payable to the Agency.

2.2 The County reserves the right to withhold or deny payment of Funds to the Agency for: **(a)** an incomplete invoice and/or failure to provide any and all required supporting documentation; **(b)** Services performed relating to the Project or this Agreement deemed to be unsatisfactory; and **(c)** the Agency's failure to comply with the terms and conditions of the ESG Program, Applicable Federal Laws, or this Agreement. In such case, the County shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance of such action.

2.3 The Agency shall repay the County any funds paid in error to the Agency under the terms of this Agreement. The County reserves the right to reduce future payments due to the Agency by the amount owed to the County which is not repaid within 90 days after the County's request.

2.4 The County reserves the right to withhold final payment or 10% of the Agreement amount, whichever is greater, if the requirements of the Agreement, including, but not limited to, failure to submit *Monthly Programmatic Reports* attached to this Agreement as **"Exhibit G,"** or failure to assist the number of Clients projected.

2.5 **Funds Paid in Advance.** If the Agency is provided Subaward funds in advance pursuant to this Agreement, the Agency and the County must agree to and execute the *Subaward Advance Terms and Affidavit* provided by the County. Additionally, the Agency hereby certifies to the County that, if received an advance of the Subaward:

(a) It shall comply with 2 CFR § 200.305(b) (**"Federal Payment"**) and therefore shall:

(1) Maintain written procedures that minimize the time elapsing between: **(i)** the transfer of funds by the County to the Agency, and **(ii)** the Agency's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;

(2) Review 2 CFR § 200.305(b) and maintain financial management systems that comply with the standards therein for fund control and accountability; and

(3) Make timely payment to its contractors and vendors.

(b) **Fidelity & Employee Dishonesty Insurance.** If paid in advance, the Agency shall present the following proof of insurance Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived at the discretion of the County's Risk Management Division if the Subrecipient is a "state agency or subdivision" as defined by Section 768.28(2), Florida Statutes.

(c) Failure on the part of the Agency to use advance funds exclusively for permitted uses shall be cause for termination of this Agreement and may jeopardize the Agency's ability to receive advances or awards from the County in the future.

ARTICLE VII - PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Maintenance, Retention, and Access to Records

1.1 The Agency, and the Agency's subcontractors (if any) that are providing services or otherwise performing pursuant to this Agreement, shall abide by the requirements of this Section.

1.2 The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.

1.3 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each sub-grant awarded, separately from expenditures from other sources. If the Agency maintains a common account for both HUD and other funds, the accounting system must provide identification of the different types of funds. If applicable, records should account for both HUD funds and matching contributions on a total cost basis.

1.4 The Agency shall establish and maintain separate accounting records for the Agency's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the ESG Program, and any directives issued by HUD.

1.5 The Agency shall have an established process for determining eligibility of applicants that is consistent with recordkeeping requirements and reflects HUD's preferred order for documentation, which shall include, but not be limited to, written third party verification, including available documents; oral verification; intake staff observations; or self-certification. Exceptions to HUD's preferred order may be made when providing emergency shelter, street outreach or victim services.

1.6 Such records include, but are not limited to, the following:

(a) Documentation at intake of evidence relied upon to establish and verify homeless status as set forth in 24 CFR § 576.500(b) (**"Recordkeeping and reporting requirements"**);

(b) Voucher System showing all supporting documentation, including purchase orders, invoices, and requisition;

(c) Book of Original Entry showing cash receipts, disbursement journals and general ledger;

(d) Chart of Accounts listing all accounts;

(e) Personnel records to include separate files for each employee containing description of duties, date employed, rate of pay at time of employment, subsequent pay adjustments, documentation of leave taken, current address, and other relevant data;

(f) Attendance records showing daily attendance, part-time and full-time personnel, documentation of sick leave, time sheets, and for those who are only partially involved in activities related to the Project, time allocation sheets, showing time spent in Project activities and time spent in other activities;

(g) Formal payroll records of cash disbursements to each Project employee, disclosing name, job title, date hired, rate of pay, required deductions for tax purposes;

(h) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;

(i) Petty cash record system showing monthly or more frequent reimbursement procedures;

(j) Documentation of purchasing practices showing formal pre-numbered purchase order system;

(k) Inventories and other safeguards against loss by theft or physical deterioration of food, clothing, equipment or other items;

(l) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with a minimum value of One Thousand Dollars ($1,000.00), and annual inventory reflecting actual value of property;

(m) Documentation supporting administrative procedures to include administrative costs and approved negotiated direct and indirect costs incurred in conducting the Project; and

(n) Client eligibility, including Client income, family configuration, number of female head of households assisted, race, ethnic origin, type of assistance requested, and Service(s) provided relating to the Project, including source documentation to support how ESG Funds were expended.

1.7 If Services provided with ESG Funds include financial assistance and/or housing relocation and stabilization, documentation for these Services must follow the criteria established in **"Exhibits H, I, and J"**.

1.8 The Agency shall furnish the County with all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Agency's performance under this Agreement.

1.9 All records created, utilized, or maintained for the purpose of fulfilling the Agency's obligations pursuant to this Agreement, whether paper or electronic (**"Relevant Records"**), shall be retained by the respective record holder for a period of 5 years after termination of this Agreement, including any extensions or renewals of this Agreement.

1.10 In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of 5 years after the resolution of any such event.

1.11 The Agency shall permit the County, the Comptroller of Orange County (the **"Comptroller"**), HUD, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

1.12 If the *Scope of Services* in **"Exhibit C"** is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, HUD, the Comptroller General of the United States, or any of their authorized representatives.

1.13 The Agency shall ensure that the provisions of this Section are incorporated into any agreements into which it enters that are related to this Agreement and the ESG Program.

Section 2. Financial Standards

2.1 The Agency shall maintain accounting systems with internal controls that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the 2 CFR Part 200, Subparts E (**"Cost Principles"**) and F (**"Audit Requirements"**).

2.2 Costs charged to this particular federal award may not be charged to other federal awards or any other source of funding.

Section 3. Program Income and Fees

3.1 **"Program Income"**, for the purpose of this Agreement, means gross income received by the Agency, which has been directly generated by an ESG Program supported activity, or earned only as a result of this Agreement during the Subaward Period of Performance. Program Income includes, but is not limited to, income from fees for services performed, Client donations to the ESG Program, and from the use or rental of real or personal property acquired with ESG funds.

3.2 Program Income shall be treated in the same manner as any other funds granted under this Agreement. For those program income-generating activities that are only partially assisted with Program funds, such income shall be prorated to reflect the actual percentage of ESG Program Funds that are used in accordance with 2 CFR § 200.307 (**"Program Income"**).

3.3 The Agency shall expend ESG Funds in accordance with the Federal Code 2 CFR § 200.307 ("**Program Income"**) which requires that program income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways: **(a)** added to Funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Project services for additional Clients, over and above the number of Clients specified in this Agreement; **(b)** used to finance the non-federal share of the Project when approved by the County; or **(c)** deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.

3.4 Program income shall be applied to the matching contribution representing the non-federal share of the Project provided by the Agency in compliance with HUD/ESG Program requirements in 24 CFR Part 576. Program income on hand at the time of expiration of the Agreement must be returned to the County along with any accounts receivable that are attributable to the use of ESG Program Funds.

ARTICLE VIII - RISK ASSESSMENT, MONITORING, AND AUDITING

Section 1. Risk Assessment. The County shall conduct a risk assessment of the Agency and regularly complete a suspension and debarment check for the services performed under this Agreement.

Section 2. Monitoring and Remedies for Non-Compliance

2.1 The Agency shall systematically and expeditiously furnish the County any and all data needed for the purpose of ESG Program monitoring and evaluation. This data shall include information of the Services provided and any other data that may be required by the County, in its sole discretion, to adequately evaluate the ESG Program cost and effectiveness of the Services provided.

2.2 ESG Program programmatic and financial monitoring shall be performed periodically by the County with a Letter of Findings provided, if applicable, and shall comply with the 2 CFR § 200.329 (**"Monitoring and Reporting Program Performance"**). The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, within 30 days of the date of the Letter of Findings.

2.3 The Agency agrees to reimburse the County all monies identified as over-payment or ineligible as a result of monitoring findings.

2.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right of termination of monthly contribution payments, and/or restitution of any use by the Agency of ESG Funds determined to not be in conformance with the terms and conditions of this Agreement. This provision shall survive the termination of this Agreement.

2.5 Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

2.6 Financial reporting shall be performed in accordance with the 2 CFR § 200.328 (**"Financial Reporting"**). In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.

2.7 The Agency shall allow the County and HUD representatives to review the Agency's files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with ESG regulations.

2.8 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency's compliance with the terms of this Agreement, requirements of the ESG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in the *Subrecipient Monitoring Guidelines* attached to this Agreement as **"Exhibit K"**.

Section 3. Auditing. The County, the Orange County Comptroller (**"Comptroller"**), the Federal Government, or any authorized designee or representative of any such government agency, shall have the right to audit the Agency's use of Subaward funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

3.1 **Audit requirements**. If the Agency expends $1,000,000 or more during the Agency's fiscal year in federal awards, the Agency must have a single audit or program-specific audit conducted for that year in accordance with 2 CFR § 200.501 (**"Audit Requirements"**).

3.2 **Single audit**. If the Agency expends $1,000,000 or more during the Agency's fiscal year in federal awards, the Agency must have a single audit conducted in accordance with the Federal Code 2 CFR § 200.514 (**"Standards and Scope of Audit"**), except when the Agency elects to have a program-specific audit conducted in accordance with 2 CFR § 200.501(c).

3.3 **Exemption.** An exemption shall apply when the federal awards expended are less than $1,000,000. If the Agency expends less than $1,000,000 during its fiscal year in federal awards, the Agency is exempt from federal audit requirements for that year, except as noted in 2 CFR § 200.503 (**"Relation to Other Audit Requirements"**), but records must be available for review or audit by the County, Comptroller, appropriate HUD officials, and Government Accountability Office (**"GAO"**).

Section 4. Audit Submission

4.1 Audits shall be submitted to the County, no later than thirty (30) days after the auditor's report is received by the Agency. All audits shall be completed no later than one hundred eighty (180) days after the close

of the Agency' fiscal year, or as specified in accordance with 2 CFR Part 200, Subpart F (**"Audit Requirements"**).

4.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which is compliant with 2 CFR Part 200, Subpart F, shall be forwarded to the County, with a copy provided to the Orange County Comptroller's Office, at both of the following addresses:

(a) Orange County Board of County Commissioners
Housing and Community Development Division
Attn: Manager
525 E. South Street
Orlando, Florida 32802-1393

Or electronic mail to: janna.souvorova@ocfl.net

AND

(b) Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802

Or electronic email to: jamille.clemens@occompt.com

4.3 Audit requirements stipulate that grantees and sub-grantees that spend $1,000,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of the Federal Code 2 CFR Part 200, Subpart F. The audits must be submitted to the Federal Audit Clearinghouse either 30 days after receipt of the auditor's report or 9 months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is: https://harvester.census.gov/facweb/.

4.4 In the event the Agency is required to submit their audit (single or program-specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200, Subpart F, a copy of the audit will be forwarded to the County and Comptroller's Office, as otherwise required by this Article.

4.5 Failure to comply with this requirement shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement from the Agency.

ARTICLE IX – TERM AND TERMINATION

Section 1. Term. The term of this Agreement begins on the date that it is fully executed by both parties (the **"Effective Date"**) and shall conclude on September 30, 2025.

Section 2. Subaward Period of Performance

2.1 The **"Subaward Period of Performance"** is the time during which the Agency may incur obligations to carry out the work or services authorized under this Agreement. The Agency may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(b)(1)(v).

2.2 The Subaward Period of Performance of this Agreement is: **10/01/2024** to **09/30/2025**. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, then the Federal Award's Period of Performance shall prevail.

Section 3. Termination

3.1 The County may terminate this Agreement without cause and for convenience upon its provision of thirty (30) days prior written notice to the Agency. The Agency may terminate this Agreement without cause and for convenience by providing forty-five (45) days prior written notice to the County. Any such notice shall comply with the requirements set forth in **Article XIV** (**"Notices"**) and shall be effective upon the other party's receipt of such notice.

3.2 In the event this Agreement is terminated before the end of the one-year term, whether for cause or convenience, the Agency shall reimburse the County all, or a portion, of the Subaward funds expended on the Project. Enforcement of such requirement shall be at the sole discretion of the County.

3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than 24-hours prior written notice to the Agency. Cause includes, but is not limited to, the following:

(a) Unauthorized or improper use of Funds for the Project;

(b) Failure to comply with the requirements of the ESG Program or the terms and conditions of this Agreement;

(c) Submission of incorrect or incomplete invoices, monthly programmatic reports, or support documentation to the County;

(d) Inability to perform under this Agreement for any reason, including unavailability of ESG Program Funds to finance all or parts of the Project; or

(e) Violation of the conflict of interest or provisions of this Agreement and applicable law.

3.4 Termination or suspension of this Agreement for cause shall be upon no less than 24 hour notice delivered in accordance with **Article XIV.**

3.5 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing Services under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.

3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:

(a) Stop working under this Agreement on the date and to extent specified in the notice of termination;

(b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;

(d) Manage ESG Program properties as directed by the County;

(e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and

(f) Take any other actions directed in writing by the County.

3.7 Pursuant to 2 CFR § 200.340(a)(3), the Agency may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for

which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, the Agency's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Agency's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.

Section 4. Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the party's control so long as the delay is not caused by the party's own fault or negligence. Notwithstanding the foregoing, the Agency cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the *Scope of Services* of this Agreement, or which in any way existed at the time this Agreement was executed. No other damages, fees, or costs may be assessed against the County for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

ARTICLE X – REPORTING AND CLOSEOUT

Section 1. Monthly Programmatic Reports

1.1 The Agency shall submit a Monthly Programmatic Report to the Manager, together with the Invoice on or before the last day of the month following the month that during which Services were provided.

1.2 The ESG Program's Monthly Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as **"Exhibit G"**, including, but not limited to, the following information:

(a) Total of unduplicated persons and households assisted;

(b) Racial breakdown and ethnic background of persons assisted;

(c) Gender of persons assisted;

(d) Number of families, adults, youths, female headed and single head households assisted;

(e) Persons in special sub-populations assisted;

(f) Description of service(s) provided; and

(g) Number of persons housed.

1.3 The Agency shall submit an end of the fiscal year, closeout Programmatic Report containing the cumulative totals and characteristics of persons and households assisted, type of shelter and services, and number of bed nights provided. In addition, the Agency must report on how the Project assisted in fulfilling Consolidated Plan goals and ESG Program objectives through its accomplishments.

1.4 The Programmatic report must demonstrate how the proposed project can be measured according to the Performance Measurement Standards identified in **"Exhibit G"**.

1.5 The Agency will immediately notify the Manager in writing of any problems, delays, or adverse conditions that affect the Agency's ability to meet ESG Program goals or preclude the attainment of projected units of service. The Agency will include with the Agency's notice a statement of the Agency's actions and any technical assistance the Agency needs to resolve the situation.

Section 2. Subaward Closeout

2.1. The closeout of the Federal Award, or this Subaward, does not affect any of the following:

(a) The right of the Federal Awarding Agency or the County to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or County must make any cost disallowance determination and notify the Agency within the record retention period.

(b) The requirement for the Agency to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

(c) The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

(d) Audit requirements in 2 CFR Part 200, Subpart F.

(e) Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

(f) Records retention as required in §§ 200.334 through 200.338 of 2 CFR Part 200.

2.2. After closeout of the Federal Award and/or this Subaward, a relationship created under the Federal Award and/or this Subaward may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the County and the Agency, provided the responsibilities of the Agency, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Agency, as appropriate.

ARTICLE XI - ASSIGNMENTS AND SUBCONTRACTS

Section 1. Assignments

1.1 The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

1.2 The Agency shall not assign, sublet, convey, or transfer any interest, right, or duty under this Agreement without prior written consent from the County, which may be given at the County's sole discretion. If the Agency attempts to assign any such rights or duties without the prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.

Section 2. Subcontracting

2.1 The Agency shall not enter into any subcontracts for the Project or related Services, or any part thereof, conducted under this Agreement without obtaining prior written approval by the County, which shall be attached to the original Agreement and subject to the terms and conditions as the County may deem necessary.

2.2 The Agency shall ensure that subcontractors, if applicable, are required to comply with the requirements set forth in the Uniform Administrative Requirements.

ARTICLE XII - PROCUREMENT REQUIREMENTS

Section 1. General Requirements. The Agency shall comply with the applicable requirements set forth in 2 CFR § 200.327 (**"Contract Provisions"**) when performing procurement in the process of delivering Services specified in this Agreement.

Section 2. County Procurement Requirements

2.1 When expending any funds provided to the Agency pursuant to this Agreement, the Agency must comply with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**). Moreover, by executing this Agreement, the Agency certifies that (for the purposes of using the Subaward funds) the Agency either:

(a) maintains written purchasing procedures in compliance with such Procurement Standards; or **(b)** does not maintain written purchasing procedures that are compliant with such Procurement Standards and therefore agrees to use the County's purchasing procedures, a copy of which can be found at the following link: http://www.ocfl.net/vendorservices.

2.2 The Agency shall maintain an inventory of all property purchased or acquired with ESG Program Funds. **"Property"** shall mean all non-expendable, tangible property with a value of at least $1,000 (One Thousand Dollars) and a life expectancy of at least one year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in the Agency's care, custody or control purchased or acquired with ESG Program Funds.

2.3 The Agency will immediately report lost or stolen property to the County. The Agency will also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency will submit a report to the County listing the item received or returned as well as a description, serial number and quantity.

2.4 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired with ESG Program Funds, pursuant to the requirements of 2 CFR § 200.310 to 2 CFR § 200.316 (**"Property Standards"**). At the County's discretion, the County may allow the Agency to retain property purchased with ESG Program Funds if such property is needed to continue performing services for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the Manager to continue using the property purchased with ESG Funds beyond the termination of this Agreement.

ARTICLE XIII - INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. Indemnification. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, the County's officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or the Agency's sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. Protection of Persons and Property. While working or performing services at County facilities, the Agency shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

2.1 The Agency shall take all reasonable precautions for the safety and protection of: **(a)** all employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby; **(b)** all property, materials, and equipment on the premises under the care, custody or control of the Agency; and **(c)** other property at or surrounding the premises including trees, shrubs, laws, walks, pavements, and roadways.

2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, the Agency's agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft of loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following: **(a)** Occupational Safety & Health Act (OSHA); **(b)** National Institute for Occupational Safety & Health (NIOSH); and **(c)** National Fire Protection Association (NFPA).

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:
http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx

2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. Insurance

3.1 The Agency agrees to maintain on a primary basis and at the Agency's sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and State workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 400, Florida Statutes, as may be amended from time to time.

3.2 The Agency shall require and ensure that each of the Agency's sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein. Insurance types and limits shall be sufficient to protect the interests of the County and the Agency.

3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. (Note: State licenses can be checked via *www.floir.com/companysearch* and A.M. Best's Ratings are available at *www.ambest.com*.)

3.4 Required Coverage:

(a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than $1,000,000 (One Million Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent.

(b) ***Sexual abuse and molestation coverage*** with limits of not less than $100,000 per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

(c) ***Workers' Compensation*** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than $100,000 per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in

Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit L**.

(d) ***Professional Liability*** – The Agency shall maintain professional liability insurance with a limit of not less than $1,000,000 per occurrence per claim. When a self-insured retention or deductible exceeds $100,000, the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (**"SERP"**) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

(e) ***All-risk Property Coverage*** – The Agency shall provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to other property owned by the Agency.

(f) ***Flood Insurance*** – The Agency agrees that if any portion of the Project is located in a special flood hazard area as identified by the Federal Emergency Management Agency, flood insurance will be purchased either through the National Flood Insurance Program or other commercially available insurance to cover all assets acquired or improved with Federal funds.

(g) **Required Endorsements:**

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

3.5 By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. Sample documents have been attached to this Agreement as **Exhibits N, O, and P**, but the Agency shall provide the Agency's own original forms to the County as provided by the Agency's insurer. When required by the insurer or should a policy condition permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificate compliance management firm. The certificates must clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section.

3.8 The Agency shall notify the County, not less than 30 business days (or 10 business days for non-payment of premium), of any material change in or cancellation/non-renewal of insurance coverage.

The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative 5 business days prior to the effective date of the replacement policy(ies).

The Certificate holder shall read:

Orange County, Florida
c/o Housing and Community Development Division
525 E. South Street
Orlando, FL 32801

3.9 **State Agencies or Subdivisions.** If the Agency is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes) and it is self-insured:

(a) Paragraphs 3.1 – 3.8 of this Article are not applicable to the Agency. However, such paragraphs do apply to any of the Agency's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Agency in any such subcontracts.

(b) Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agency may self-insure its liability with coverage limits of $200,000 per person and $300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County's Risk Management Division at the address in Paragraph 3.7 of this Article.

Section 4. Vulnerable Persons

4.1 If the services to be provided in the *Scope of Services* attached to this Agreement as **"Exhibit C"** involve "vulnerable persons" as defined in Section 435.02(6), Florida Statutes, then the Agency's employees, including its volunteers or any associates or agents of the Agency, that are contributing to the delivery of those services, or who will come into contact with such vulnerable persons in any way, must undergo a background screening that complies with Section 435.04 (Level 2 screening standards), Florida Statutes. Additionally, the Agency agrees that it shall pass down this obligation to its subcontractors (if any).

4.2 This screening shall: **(a)** be completed at no cost to the County; **(b)** be completed prior to the employee/volunteer beginning work pursuant to this Agreement; **(c)** be repeated at 5 year intervals for the duration of this Agreement and any amendment hereto; **(d)** Consist of an employment history check; and **(e)** include fingerprinting that will be checked against the following databases: **(i)** Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); **(ii)** Federal Criminal Records through the Federal Bureau of Investigation (FBI); and **(iii)** Local Criminal Records through local law enforcement agency(ies).

4.3 If applicable, the Agency shall provide the Director of the County's Housing and Community Development Department, or their designee, confirmation that the aforementioned screenings have been conducted and that the employee(s) providing services are acceptable to use in the Agency's provision of services to, or engagement with, such vulnerable persons.

4.4 The County may request to review the actual screenings and determine whether a particular employee or volunteer may be utilized by the Agency in completing its obligations under this Agreement.

4.5 Any failure by the County to request to review the actual screenings of any employee shall not relieve the Agency of its liability and obligations under this Agreement, nor shall it place any liability regarding the determination as to the eligibility or acceptability of any of the Agency's employees to provide services or to engage with any vulnerable person.

Section 5. Independent Contractor. It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties,

or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered employees of the Agency for all purposes, including but not limited to for any worker's compensation matters.

ARTICLE XIV - NOTICES

All notices permitted or required shall be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by carrier or by overnight delivery addressed as follows:

As to County:	Orange County Housing and Community Development Division Attention: Manager 525 East South Street Orlando, FL 32801
With Copy to:	Orange County Administration Attention: Infrastructure, Community, and Development Services Orange County Administration Building, 5th Floor 201 S. Rosalind Avenue Orlando, FL 32801
As to Agency:	Area Commander The Salvation Army 416 W. Colonial Drive Orlando, FL 32804

ARTICLE XV - GENERAL TERMS AND CONDITIONS

Section 1. Religious and Political Activities. The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the ESG Program for explicitly religious activities, lobbying, or political patronage activities. The Agency further agrees that no funds provided (nor personnel employed under this Agreement) shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (**"Hatch Act"**).

Section 2. Anti-Lobbying Provision. The Agency agrees that no federally appropriated funds will be by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Agency shall comply with the requirements set forth in 31 USC § 1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the *Certification Regarding Lobbying* attached as **"Exhibit I."** A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an employee or officer of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL (**"Disclosure Form to Report Lobbying"**) in accordance with its instructions.

Section 3. Non-Discrimination. The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of the Project or performance of Services related thereto. The Agency shall comply with 42 USC § 5301, et seq.; 42 USC § 6101; 29 USC § 794; 24 CFR §570.602; and 24 CFR Parts 5 and 6. The Agency shall comply with Title VI of the Civil Rights Act of 1964 (42

USC § 2000d, et seq.) and implementing regulations in 24 CFR Part 1. The Agency shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 USC § 6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 4. Debarment and Suspension. The Agency acknowledges and understands that the regulations at 2 CFR Part 180 (**"OMB Guidelines to Agencies on Governmentwide Debarment And Suspension"**) specifically prohibit the County from entering into a **"Covered Transaction,"** as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (**"SAM"**) Exclusions list.

5.1 By executing this Agreement, the Agency hereby certifies that: **(a)** the Agency does not appear on the SAM Exclusions list; **(b)** the Agency will maintain an active registration with SAM for the entire Term of this Agreement; and **(c)** the Agency will notify the County within 5 business days if the Agency is added to the SAM Exclusions list, or should the Agency's status under the SAM system change in any way, during the Term of this Agreement. The Agency shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction the Agency enters.

5.2 The County reserves the right to institute additional restrictions and conditions on this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Agency: **(a)** be found to have misrepresented the Agency's SAM system status in any manner; or **(b)** fail to notify the County of any change in the Agency's status under the SAM system.

5.3 By executing this Agreement, the Agency certifies it complies with the terms of this Article and 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**). This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Section 6. Conflict of Interest. In the procurement of supplies, equipment and services, the Agency and its contractors shall comply with the conflict statement rules in 2 CFR Part 200. The Agency shall also comply with the conflict of interest provisions contained in 24 CFR § 576.404. This rule states that no officer or employee of the County or the County's designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

Section 7. Gifts. The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

Section 8. Unlawful Compensation. The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 287, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 9. Public Entity Crimes

By executing this Agreement, the Agency hereby certifies that neither the Agency, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Agency, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989. The Agency additionally certifies that it has not been placed on any convicted

vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list. For the purposes of this provision, the terms “public entity crime,” “convicted,” and “affiliate,” are as defined in Section 287.133, Florida Statutes.

Section 10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

10.1 The Agency is prohibited from obligating or expending any portion of the Subaward funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

10.2 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 11. Domestic Preferences for Procurements

11.1 As appropriate, and to the extent consistent with law, the Agency should, to the greatest extent practicable under this Subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to: iron, aluminum, steel, cement, and other manufactured products). Pursuant to federal law, this provision must be included in all subawards (including all contracts and purchase orders) for work or products under the Federal Award. The Agency shall include this provision in any contracts or agreements in which the Subaward is being utilized.

11.2 For the purposes of this provision: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11.3 The Agency shall comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301, and all applicable rules and notices, as may be amended, if applicable to an Agency infrastructure project.

Section 12. Mandatory Disclosure

In accordance with 2 CFR § 200.113, the Agency will promptly disclose whenever, in connection with the Federal Award or this Subaward, the Agency has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). This disclosure must be made in writing to HUD, HUD’s Office of the Inspector General, and the County. The Agency will also report matters related to recipient integrity and performance in accordance with 2 CFR Part 200, Appendix II. Failure to make required disclosures can result in the “**Remedies for Noncompliance**” described in 2 CFR § 200.339 including, but not limited to, withholding payments, disallowing costs, suspension or debarment, and suspension or termination of this Agreement.

Section 13. Whistleblower Protections

13.1. In accordance with 2 CFR § 200.217, the Agency may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

13.2. The Agency shall inform the Agency's employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

ARTICLE XVI - MISCELLANEOUS

Section 1. Attorneys' Fees and Costs. Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an **"Action"**).

Section 2. Conflicts. The Agency shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

Section 3. Construction and Representations. Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

Section 4. Counterparts and Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of signature pages to the other parties at electronic mail addresses as designated by the parties, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such electronic delivery.

Section 5. E-Verify Use and Registration

5.1 By executing this Agreement, the Agency hereby certifies that, pursuant to Section 448.095, Florida Statutes, the Subrecipient is registered with and will use the E-Verify system to verify authorization status of all newly hired employees.

5.2 Additionally, should the Agency enter into a subcontract utilizing any portion of the Subaward funds provided pursuant to this Agreement, it shall require that such subcontractor provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Agency shall maintain a copy of such subcontractor's affidavit in compliance with the records retention terms of this Agreement.

5.3 The Subcontract hereby acknowledges that if the County has a good faith belief that the Agency has knowingly violated Section 448.09(1), Florida Statutes, then the County is obligated to terminate this Agreement with the Agency pursuant to Section 448.095(5)(c)1., Florida Statutes.

5.4 If the County terminates this Agreement for the foregoing reason, the Agency will not be awarded a public contract for at least one year after the date on which this Agreement was terminated, and the Agency will be liable for any additional costs incurred by the County as a result of the termination of this Agreement.

Section 6. Governing Law. This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

Section 7. Headings. The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 8. Jury Waiver. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

Section 9. Remedies. No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 10. Scrutinized Companies

10.1 By executing this Agreement, the Agency certifies that the Agency is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes. Specifically, by executing this Agreement, the Agency certifies that the Agency is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

10.2 Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Agency certifies that the Agency is not: **(a)** on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or **(b)** engaged in business operations in Cuba or Syria.

10.3 The County reserves the right to terminate this Agreement immediately should the Agency be found to: **(a)** have falsified the Agency's certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or **(b)** Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes, subsequent to entering into this Agreement with the County.

10.4 If this Agreement is terminated by the County as provided in subparagraph 10.3(a) above, the County reserves the right to pursue any and all available legal remedies against the Agency , including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in subparagraph 10.3(b) above, the Agency shall be paid only for the funding-applicable work completed as of the date of the County's termination. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

Section 11. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

Section 12. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 13. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

Section 14. Use of County and Agency Logos. The Agency may not use of any of the County's emblems, logos, or identifiers without written permission from the County. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

Section 15. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

Section 16. Waiver. No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Section 17. Written Modification. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement. Amendments to this Agreement that do not require approval by the Board of County Commissioners (the **"BCC"**), such as budget line-item transfers, personnel changes and removal of special conditions, shall be submitted to the Program Administrator no later than 45 days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted to the Program Administrator no later than 60 days prior to the end date of this Agreement. All amendment requests must be submitted in writing on the Agency's letterhead and include an explanation as to why an amendment is being requested.

Section 18. Entire Agreement. This written Agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA
BY: Orange County Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

Date: 20 May 2025

ATTEST:
Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Date: 5/20/25

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: **THE SALVATION ARMY**

Signature

W. Lee Auvenshine

Printed Name

SECRETARY

Official Capacity

FEB 0 6 2025

Date

NOTARY:

STATE OF Georgia)
) ss:
COUNTY OF Gwinnett)

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 6th day of February, 2025, by W. Lee Auvenshine, in their official capacity as [illegible] for the Agency.

☑ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Lynn A Bagley
Notary Public
My Commission Expires: October 7, 2028

LYNN A BAGLEY
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires October 7, 2028

Lynn A. Bagley
(Printed, typed or stamped commissioned name of Notary Public)

Signature

Philip Swyers

Printed Name Assistant Treasurer

Board Chair or Authorized Representative

Official Capacity

FEB 0 6 2025

Date

NOTARY:

STATE OF Georgia)
) ss:
COUNTY OF Gwinnett)

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 6th day of February, 2025, by Philip Swyers, in their official capacity as the Board Chairman or Authorized Representative for the Agency. Assistant Treasurer

☑ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Lynn A Bagley
Notary Public
My Commission Expires: October 7, 2028

LYNN A BAGLEY
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires October 7, 2028

Lynn A. Bagley
(Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT A
APPLICABLE FEDERAL LAWS

The parties shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 75) ensuring that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. See: **"Exhibit Q"** for the Section 3 Clause of this Agreement.

2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and the Executive Order 11246 as amended by Executive Orders 11375 and 12086.

3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.

4. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to the activities performed under this Agreement. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

5. Equal participation of faith-based organizations. The HUD program requirements in 24 CFR § 5.109 apply to the activities performed under this program, including the requirements regarding disposition and change in use of real property by a faith-based organization.

6. Debarred, suspended or ineligible contractors, 2 CFR part 200.214 and 2 CFR part 200 Appendix II.

7. Clean Air Act, as amended (42 USC §§ 7401-7515.)

8. Water Pollution Control Act, as amended, 33 USC 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

9. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.

10. Labor Standards (29 CFR Parts 3.5 and subpart A) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.

11. Drug Free Workplace Act of 1988.

12. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act

13. National Historic Preservation Act of 1966, as amended (Public Law 102-575).

14. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement. See 2 CFR § 200.321.

15. Fair Housing Act (42 U.S.C. § 3601, et. seq.) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing); and their implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating said compliance.

16. Davis-Bacon Act. Pursuant to 24 CFR § 576.407(e), the provisions of the Davis-Bacon Act (40 USC §§ 276a to 276a-5) do not apply to the ESG Program.

17. Copeland "Anti-Kickback" Act. The Agency shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.

18. Contract Work Hours and Safety Standards Act. The Agency agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.

19. Handicapped Accessibility Requirements. The Agency shall design and construct any applicable projects such that they accessible to and usable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157); the Uniform Federal Accessibility Standards, as set forth in 24 CFR § 570.614; and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131, et seq.). The Agency shall keep records demonstrating compliance with these regulations.

20. Rights to Inventions Made Under this Agreement. If the Federal Award and/or this Agreement meet the definition of "funding agreement" under 37 CFR § 401.2(a), and the Agency is a small business firm or nonprofit organization, then the County shall comply with the requirements of 37 CFR §401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements), and any implementing regulations issued by the Federal Agency.

21. Displacement, Relocation, and Acquisition. The Agency shall minimize displacement and provide required relocation assistance, and otherwise comply with 24 CFR § 576.408. The Agency shall keep all records demonstrating compliance with the requirements described herein in accordance with 24 CFR § 576.500.

22. The relevant provisions of 2 CFR Part 200 may be found at the following link: https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II. Such relevant provisions include, but are not limited to:

- 2 CFR § 200.328 ("Financial reporting")
- 2 CFR § 200.329 ("Monitoring and reporting program performance")
- 2 CFR § 200.332 ("Requirements for pass through entities")
- 2 CFR § 200.334 ("Retention requirements for records")
- 2 CFR § 200.337 ("Access to records")
- 2 CFR § 200.338 ("Restrictions on public access to records")
- 2 CFR § 200.339 ("Remedies for noncompliance")
- 2 CFR § 200.340 ("Termination")
- 2 CFR § 200.341 ("Notification of termination requirement")
- 2 CFR § 200.342 ("Opportunities to object, hearings and appeals")
- 2 CFR § 200.343 ("Effects of suspension and termination")
- 2 CFR § 200.345 ("Post-closeout adjustments and continuing responsibilities")
- 2 CFR § 200.346 ("Collection of amounts due")

EXHIBIT B
BUDGET

THE SALVATION ARMY
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2024 – September 30, 2025

Direct Costs	**Total Cost**
Personnel Costs – Salaries of service delivery personnel and associated cost (payroll taxes)	$55,000
Cost of Food	$10,000
Operational Expenses (utilities, maintenance)	$3,000
Indirect Costs (Admin – 7.5%)	$5,000
TOTAL BUDGET	**$73,000**

ACTIVITY: The Salvation Army will utilize ESG funds to provide emergency shelter and essential services to homeless men, women and children.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to **five hundred (500)** unduplicated individuals.

MATCHING FUNDS: Matching funds from the Agency in the amount of $73,000 are expected to come from one or more of the following sources: cash expended in allowable costs and private funds.

PROGRAM INCOME: ESG requires that program income be applied to the matching contribution, which represents the non-federal share of the project provided by The Salvation Army.

EXHIBIT C
SCOPE OF SERVICES

THE SALVATION ARMY
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2024 – September 30, 2025

OBJECTIVE(S): To provide essential services to homeless men, women and children, including shelter, nutritious meals and access to all of the tools needed for low-income, homeless clients to increase their personal, economic and housing stability.

PLANNED ACTIVITIES: The ESG funds will be used to cover operational expenditures of emergency shelter, to include shelter maintenance, utilities, food, and staffing cost. The operational support funding will provide shelter and housing readiness for homeless men, women and children through the following two programs: 1) Women's and Children's Shelter (WCS) provides emergency shelter and wraparound services to homeless families; and 2) Men's Shelter (MS) addresses the needs of single homeless men.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to **five hundred (500)** unduplicated Program participants during the period of October 1, 2024 through September 30, 2025.

It is anticipated that the planned activity will result in the following outcomes:

1. 50% of program participants will demonstrate a change in economic status by obtaining or showing a demonstrated increase in income;

2. 60% of program participants will demonstrate an increase in self-sufficiency (as tracked in the client's Inventory Support Matrix or 19 Domains of Self-Sufficiency Matrix);

3. 35% program participants will obtain permanent housing upon exit from the program.

ESG Program Funds may not be used to pay for the same costs or Clients funded during the same period by any other County funding and/or other federal sources.

AGENCY RESPONSIBILITIES: The Agency shall ensure that the Planned Activities performed under this Agreement are provided in accordance with the applicable ESG Program Components described in 24 CFR Part 576, Subpart B (e.g. street outreach, emergency shelter, homelessness prevention, rapid re-housing, housing relocation and stabilization, rental assistance, HMIS, and administrative activities) and applicable ESG Program Requirements described in 24 CFR Part 576, Subpart E (e.g., evaluating participant eligibility and inspecting for housing habitability standards).

Specifically, the Agency shall confirm and re-confirm the eligibility (Orange County residency, verification of income, or, if applicable, limited clientele eligibility) of each client seeking services that are provided under this Agreement in accordance with 24 CFR § 576.401. Evidence of eligibility for the client shall be provided to Orange County upon request. Files for each client shall be kept separately and shall be properly labeled to indicate the funding source.

Additionally, the Agency must have policies in place for assessment, prioritization, and reassessment of need for essential services. The policies on admission, diversion, referral and discharge procedures, to include standards regarding the length of stay, if any, and safety and shelter needs of special populations, such as

victims of domestic violence and individuals and families with the highest barriers to housing who may be likely to be homeless for longer periods, must be clearly described. Further, the Agency shall ensure that the protections for victims of domestic violence contained in 24 CFR Part 5, Subpart L, are included or incorporated into rental assistance agreements and leases, as provided in the ESG Program components for short-term and medium-term rental assistance as more fully described in 24 CFR § 576.106(e) and (g).

TIMELINE: Projected activities are expected to be carried out during the period starting October 1, 2024, and ending September 30, 2025.

LOCATION(S): 400 W. Colonial Dr., Orlando, FL 32804; 624 Lexington Ave., Orlando, FL 32801.

KEY RESPONSIBLE PERSONNEL: The following staff members will be involved in the programs: Denise Major, Director of Social Services; Genell Peterson, Women's and Children's Shelter Manager; Antoinette Crowl, Case Manager (Women's and Children's Shelter); Angelo Vasquez, Case Manager (Men's Shelter); Daniel Ashe, Case Manager (Men's Shelter); Maxine Berg and Jennifer Molero (grant compliance); and Men's Shelter Manager (currently vacant).

The Agency is responsible for making sure that the assigned key personnel are sufficiently trained to perform their duties and responsibilities, as assigned, and knowledgeable about the program requirements. The County shall be notified in a timely manner of key personnel changes. Such notifications shall be submitted in writing.

RECORDKEEPING: The Agency shall adequately track, manage, and account for grant funds. The Agency shall be responsible for maintaining a recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to this funding source. Additionally, the Agency shall incorporate a timekeeping system that identifies employees' time and effort by funding source and maintains documentation of cost allocation.

BILLING AND PAYMENTS: The Agency shall submit all invoices and/or requests for reimbursement with the required supporting documentation on or before the last business day of each month. Invoices/requests for reimbursement shall contain the following, as applicable: cover letter, invoice (see **Exhibit D**), monthly expenditure report form, programmatic report (see **Exhibit G**), salary support documents and time allocation records, utilities, operational and other expenses, payments to vendors, and other support documents and information.

The Agency is responsible for providing a copy of its updated insurance certificate(s) to Orange County and keeping its UEI number and registration on www.sam.gov current. The Agency shall also provide a copy of its new annual audit to Orange County once available.

POLICIES AND PROCEDURES: The Agency is responsible for reviewing its policies and procedures to ensure that they meet HUD and Office of Management and Budget (OMB) requirements for federal awards. In particular, the Agency's policies and procedures shall specify the system of internal controls the agency has in place to meet the requirements of the grant.

PROGRAM INCOME: When Agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached.

EXHIBIT D
INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to: Orange County Housing and Community Development Division
Attn. Manager
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E
INCOME GUIDELINES

Gross Income
2024 ESG Income Limits

Persons in Household	30% of AMI
1	$20,300
2	$23,200
3	$26,100
4	$28,950
5	$31,300
6	$33,600
7	$35,900
8	$38,250

NOTE: When working with ESG program income limits, please be aware of the following:

The "Extremely Low Income (ELI) families" limits do NOT apply to ESG. **ESG does not use the ELI measure to establish income limits, but instead uses the 30% of Area Median Income (AMI) income limits**. Use the 30% AMI table (see above) to avoid incorrect determination of eligibility for some applicants.

ESG income eligibility is based on the HUD income limits in effect at the time of income verification, and not on the HUD income limits that correspond with the grant year under which ESG funds were awarded.

Rapid Re-housing Income Requirements: An income assessment is not required at initial evaluation. At re-evaluation, (not less than once annually), the participant's household annual income must not exceed 30% of area median family income, as determined by HUD, with adjustments for family size.

Homelessness Prevention Income Requirements: ESG limits eligibility for homelessness prevention assistance to individuals and families with incomes below 30% of AMI at intake, and incomes that do not exceed 30% of AMI at re-evaluation (not less than once every 3 months).

Income levels provided by HUD are gross income, with adjustments for family size, and are subject to change.

DATA EFFECTIVE: June 1, 2024

EXHIBIT F
ELIGIBILITY DETERMINATION/HOMELESS DEFINITION

ELIGIBILITY BY COMPONENT (Emergency Solutions-CV Grants Program)	**Street Outreach ("SO")**	Individuals defined as Homeless under the following categories are eligible for assistance in SO: □ Category 1 – Literally Homeless □ Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1) SO projects have the following additional limitations on eligibility within Category1: □ Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter
	Emergency Shelter ("ES")	Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects: □ Category 1 – Literally Homeless □ Category 2 – Imminent Risk of Homeless □ Category 3 – Homeless Under Other federal Statutes □ Category 4 – Fleeing/Attempting to Flee DV
	Rapid Re - Housing ("RRH")	Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects: □ Category 1 – Literally Homeless □ Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)
	Homelessness Prevention ("HP")	Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects: □ Category 2 –Imminent Risk of Homeless □ Category 3 – Homeless Under Other federal Statutes □ Category 4 – Fleeing/Attempting to Flee DV Individuals and Families who are defined as "At Risk of Homelessness" are eligible for assistance in HP projects. HP projects have the following additional limitations on eligibility with homeless and at risk of homeless: □ Must only serve individuals and families that have an annual income below 30% of AMI

EXHIBIT G
ESG MONTHLY PROGRAMMATIC REPORT
NOTE: This Exhibit is a suggested template. The actual reporting should be done utilizing ZoomGrants.

Report for Month of: _____ Agency/Project Title: _____
Contact Person: _____Phone: _____ E-mail: _____

ESG PROGRAM OBJECTIVE: Assist homeless families - **To assist:___ Households 500 Persons**

1. HMIS or Compatible Database (for DV providers only) Reports

   - Include a monthly HMIS (or compatible database for DV providers) CAPER and year-to-date HMIS CAPER report for the project being funded (for the year-to date report, use the agreement start date of October 1st).

2. Narrative of Accomplishments this Month: (Narrative must include all items listed below)

   - Provide Summary of accomplishments made with Orange County's ESG Program funds.
   - Describe steps taken to broaden community financial support.
   - Include specific quantitative accomplishments made toward project goals identified in the Agreement.
   - Explain how performance is being/has been measured.
   - State progress made in agency capacity building.

   Attach additional narrative page(s), if necessary:

***NOTE:** Definition of *Unduplicated Clients*: Clients counted once (initial intake) in grant year. Clients assisted longer than one month or multiple times during the year are to be counted only once in the Unduplicated count for the grant year; however, details of such clients should be provided separately in the narrative section or in an attachment to this report.

This Programmatic Report is due within one (1) month of the month during which assistance was given.

Certification: I certify that this information is true and accurately reflects the information contained in agency records.

Name: _____ Signature _____ Date _____

Form revised in October of 2023. Please do not alter. If necessary, additional information may be added on a separate page.

EXHIBIT H
HOUSING HABITABILITY STANDARDS

The Agency shall conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be residing with ESG Program re-housing assistance. Units must meet the following habitability standards:

A. State and local requirements. Each grantee or subgrantee under the ESG Program must ensure that housing occupied by a family or individual receiving ESG Program assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing or services.

B. Habitability standards. Except for less stringent variations as are proposed by the grantee or sub grantee and approved by HUD, housing occupied by a family or individual receiving ESG Program relocation assistance must meet the following minimum requirements:

1. Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.

2. Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

3. Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.

4. Interior air quality. Every room or space must have natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

5. Water supply. The water supply must be adequate.

6. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are improper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.

7. Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.

8. Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.

9. Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

10. Sanitary condition. The housing and any equipment must be maintained in sanitary condition.

11. Fire safety. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.

12. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

EXHIBIT I
HOUSING HABITABILITY STANDARDS – INSPECTION CHECKLIST

Name of Family	Phone Number	Case Number	Date of Inspection

Inspector's Name:			
Street Address	City	State	Zip Code

Housing Type :	**Owner Information:**
___High Rise ___Mobile Home ___Older Home Converted ___Older Multi-Family ___Row House/Garden Apt ___Single Family Detached ___Two/Three Family (Duplex)	Owner's Name: _____ Owner's Address:_____ _____ Phone Number:_____ Name of Agent: _____ Phone Number: _____ Address of Agent: _____ _____

INSPECTION CHECKLIST		
	Passed	**Failed**
Structure and Materials –Structurally sound, safe, no health hazards and occupant is out of the elements.		
Access- Accessible without unauthorized use of other property, available egress in case of fire.		
Space and Security- Adequate space and security for each resident and their belongings.		
Interior Air Quality- Space provided with natural or mechanical ventilation and free of pollutants in the air.		
Water Supply- Water supply is operable.		
Sanitary Facilities- Residents have access to sufficient sanitary facilities that are operable, can be used in privacy and the unit have adequate disposal of human waste.		
Fire Safety- Smoke detectors operable (minimum of one smoke detector on each occupied level). Smoke detector should also be located in hall areas near bedrooms. Public areas of the unit must also be equipped with a sufficient number of smoke detectors.		
Heating/Cooling – System is in operable condition.		
Electrical- Outlets, switches and other electrical items are in operable condition.		
Kitchen Facilities- Suitable space to prepare and serve food in a sanitary manner. Appliances in working condition.		
Sanitary Condition- The unit is maintained in sanitary condition.		
Lead Based Paint- For units built prior to 1978, provide lead based paint information to Renter. Consult Orange County's staff prior to moving renter to pre-1978 unit.		

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE

ESG Program Participant Household Name: _____

In File (Always Applicable) ✔		*Documentation*
□		**HOUSEHOLD MEMBER IDENTIFICATION** – Verification of each household member's identity, per requirement/standard set by ESG Program grantee.
□		**ESG PROGRAM FINANCIAL ASSISTANCE NOT USED FOR SAME COST TYPE AND SAME PERIOD AS OTHER FEDERAL, STATE, LOCAL PROGRAM ASSISTANCE** – ESG Program staff assessment with participant to identify if other federal, state, local program is assisting with same cost type for same period.
Applicable ✔	**In File** ✔	**ESG PROGRAM FINANCIAL ASSISTANCE –** Documentation showing eligible use of ESG Program Financial Assistance. NOTE: indicate where documentation is kept if not in participant case file (e.g., "supporting documentation for expenses kept in accounts payable file").
□ **YES** □ **NO**	□	**RENTAL ASSISTANCE** □ Supporting expense documentation (e.g., eviction letter, court documents, bill/invoice, etc.) □ Rental arrears – supporting documentation. ESG Program payment may not exceed two months of arrears. □ Current/ongoing rental assistance – supporting documentation □ Rental application fees – supporting documentation □ Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation ***-- AND –*** □ Copy of rental lease or occupancy agreement for unit assisted with ESG Program □ Rental arrears – copy of lease or occupancy agreement □ Current/ongoing rental assistance – copy of lease or occupancy agreement ***-- AND –*** □ Documentation indicating arrears assistance not greater than 2 months total ***-- AND –*** □ Documentation indicating total assistance (including arrears) not greater than 3 months without re-assessment (unless waived and/or modified by HUD)
□ **YES** □ **NO**	□	**UTILITY PAYMENT (only if client meets homeless or at risk of homeless eligibility)** □ Supporting documentation for expense (e.g., shut-off notice, print-out from utility company, bill/invoice, etc.) □ Utility arrears – supporting documentation, maximum 2 months assistance. □ Current/ongoing utility assistance – supporting documentation □ Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation ***-- AND –*** □ If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility ***-- AND –*** □ Documentation indicating arrears assistance not greater than 2 months total ***-- AND –*** □ Documentation indicating assistance (up to a period of 3 months, and not greater than 6 months total after re-assessment)
□ **YES** □ **NO**	□	**SECURITY DEPOSIT (Housing Relocation or Re-housing services only)** □ Supporting documentation for expense (e.g., current lease, letter from landlord, bill/invoice, etc.)

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE
(Continued)

ESG PROGRAM Particpant Household Name: _____

□ **YES** □ **NO**	□	**UTILITY DEPOSIT (Housing Relocation or Re-housing services only)** □ Supporting documentation for expense (e.g., letter from utility company, bill/invoice, etc.) ***-- AND (if applicable)–*** □ If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility
□ **YES** □ **NO**	□	**MOVING COSTS (Housing Relocation or Re-housing services only)** □ Supporting documentation for expense (e.g., bill/invoice, etc.) ***-- AND –*** □ Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) ***-- AND (for storage costs)–*** □ Documentation indicating assistance not greater than three months or until participant is in housing, whichever occurs sooner
□ **YES** □ **NO**	□	**MOTEL/HOTEL VOUCHER (when paid by charitable organization; not paid by client, local, state or federal government)** □ Supporting documentation for expense (e.g., bill/invoice, etc.) ***-- AND –*** □ Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) ***-- AND –*** □ Documentation indicating no appropriate shelter bed(s) available (e.g., ESG Program staff description of attempt to secure placement in emergency shelter and lack of available, appropriate bed(s)) ***-- AND –*** □ Documentation indicating subsequent housing identified but not yet available for move-in (e.g., copy of executed lease indicating lease start date, letter from landlord/owner indicating intent to lease and start date) ***-- AND –*** □ Documentation indicating length of assistance (not greater than thirty (30) days or until participant is in housing)
Applicable ✔	**In File** ✔	**HOUSING UNIT -** Documentation showing ESG Program assistance used for eligible housing unit.
□ **YES** □ **NO**	□	**RENT REASONABLENESS** – If receiving ESG Program Financial Assistance (current/ongoing rent or security deposit) AND staying in current unit or moving to new housing unit. □ Documentation indicating rent charged for unit is comparable with unassisted units with similar amenities.
□ **YES** □ **NO**	□	**HABITABILITY STANDARDS INSPECTION** – If receiving ESG Program Financial Assistance (any type) AND moving to new housing unit. □ Documentation indicating unit meets HUD Habitability Standards for ESG Program (or higher standard if set by grantee, e.g. Housing Quality Standards (HQS)).
□ **YES** □ **NO**	□	**LEAD-BASED PAINT INSPECTION** – If receiving ESG Program Financial Assistance (any type) AND staying in current housing unit or moving to new housing unit AND unit built before 1978 AND child under 6 years old or pregnant woman in household. □ Documentation indicating unit passed lead-based paint inspection.
Notes:		

EXHIBIT K
SUB-RECIPIENT MONITORING GUIDELINES

ESG Grantee:_____ **ESG Contract #**_____

Sub-recipient Name:_____ **Approved Amount: $**_____

1. Activity Name:_____
2. Activity Description/Services to be Provided:_____
3. Any Special Conditions:_____
4. Number of Payment Requests to Date:_____ Amount Requested to Date: $_____
5. Total Disbursed to Date:_____ Balance: $_____
6. Comments:_____
7. Source of Match:_____

Requirements	Compliance			Comments
	Yes	No	N/A	
A. Agreement Requirements				
B. Applicable Laws and Standards				
C. Accountability				
D. Internal Accounting				
E. Personnel and Payroll				
F. Indirect Costs				
G. Inventory and Other Controls				

Summary:

_____
_____
_____
_____
_____

_____ _____
(Signature of Reviewer) (Date)

_____ _____
(Printed Name) (Title)

EXHIBIT L

(if /as applicable)

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement with the employee leasing company terminates and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company:_____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer _____

Title:_____

Date: _____

Revised 10/1/08

EXHIBIT M
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

THE SALVATION ARMY

By: X _____ Phillip Swyers

Title: Assistant Treasurer

Date: FEB 0 6 2025

EXHIBIT N

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY CG 20 26 04 13**
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SCHEDULE

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT O
(if /as applicable)

WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named In the Schedule. (This agreement apples only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

EXHIBIT P

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**

CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTSICOMPLETED OPERATIONS LIABILITY COVERAGE PART

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SCHEDULE

The following is added to Paragraph 8. Transfer Of Rights of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

EXHIBIT Q
SECTION 3 CLAUSE (CDBG)

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC § 1701u) (**"Section 3"**) and its associated regulations (24 CFR Part 75) ("**Section 3 Regulations"**). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

B. The Agency agrees to comply with all applicable Section 3 Regulations, including but not in any way limited to those provisions found in § 75.9 regarding employment training and contracting, as well as those found in § 75.15 regarding reporting of labor hours and additional reporting if Section 3 benchmarks are not met. If this Agreement contemplates Housing and Community Development Financial Assistance, the Agency also agrees to comply with Subpart C of the Section 3 Regulations (**"Additional Provisions for Housing and Community Development Financial Assistance"**), including but not in any way limited to those provisions found in § 75.19 regarding employment training and contracting, as well as those found in § 75.25 regarding reporting of labor hours and additional reporting if Section 3 benchmarks are not met.

C. As evidenced by the Agency's execution of this Agreement, the Agency hereby certifies that it is under no contractual or other impediments that would prevent it from complying with the Section 3 Regulations.

D. The Agency agrees to send to each labor organization or representative of workers with which the Agency has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Agency's commitments under this section of the Agreement and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

E. The Agency agrees to include this Section 3 clause in every subcontract subject to the Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor violates the Section 3 Regulations. The Agency will not subcontract with any subcontractor where the Agency has notice or knowledge that the subcontractor has been found in violation of the Section 3 Regulations.

F. The Agency will certify that any vacant employment positions, including training positions, that are filled: (i) after a contractor is selected but before the Agreement is executed; and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Agency's obligations under Section 3 Regulations.

G. Compliance with the provisions of Section 3, the Section 3 Regulations, and any other applicable rules and orders issued by HUD thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the Project that is binding upon the Agency and its successors and assigns. Noncompliance with the Section 3 Regulations may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

CRITERIA	EXHIBIT R REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)		SUBRECIPIENT INFORMATION
2 CFR 200.332 (a) (i)	Subrecipient name (which must match registered name in SAM.gov)		The Salvation Army
(a) (ii)	Subrecipient's Unique Entity Identifier (UEI)		Y2YJXCMMMPG1
(a) (iii)	Federal Award Identification Number (FAIN)		E-24-UC-12-0003
(a) (iv)	Federal Award Date (see § 200.100 Federal award date)		September 19, 2024
(a) (v)	Subaward Period of Performance Start and End Date		October 1, 2024 - September 30, 2025
(a)(vi)	Subaward Budget Period Start and End Date		October 1, 2024 - September 30, 2025
(a) (vii)	Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient		$73,000
(a) (viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation		Unknown
(a) (ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity		$73,000
(a) (x)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA)		Provision of shelter and supportive services to the homeless men, women and children (operations & essential services)
(a) (xi)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity		U.S. Department of Housing and Urban Development; Pass through entity: Orange County; Contact: Mitchell Glasser, 407-836-5190
(a) (xii)	Assistance Listings Number and Name; the pass-through entity must identify dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement		14.231 Emergency Solutions Grant
(a) (xiii)	Identification of whether the award is R&D		No
(a) (xiv)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414)		10.2%
2 CFR 200.332 (a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.		Yes, See the terms of the Agreement and Exhibit A
(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports		Yes, Exhibits B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q
(a) (4) (i)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient,		

	which is either: (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so; (B) The de minimis indirect cost rate.		
(a) (4) (ii)	The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).		

(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part		Yes, Article VII and VIII of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

a)	**Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:**
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audits of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	**Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.208**
(c)	**Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:**
(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
(4)	The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
(d)	**Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (a) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:**
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations; and
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425
(d)	**Verify that every subrecipient is audited as required by Subpart F—Audits of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501**
(f)	**Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.**
(g)	**Consider taking enforcement action against noncompliant subrecipients as described in §200.339 of this part and in program regulations.**

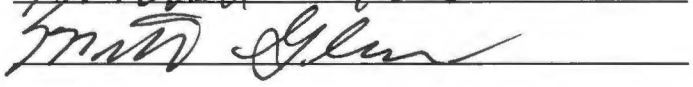
Name of Reviewer: Mitchell Glasser

Signature: 

Title: Manager (or Designee)
Orange County Housing and Community Development

(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
(4)	The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
(d)	**Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (a) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:**
(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations; and
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425
(d)	**Verify that every subrecipient is audited as required by Subpart F—Audits of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501**
(f)	**Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.**
(g)	**Consider taking enforcement action against noncompliant subrecipients as described in §200.339 of this part and in program regulations.**

Name of Reviewer: Mitchell Glasser

Signature: 

Title: Manager (or Designee)
Orange County Housing and Community Development