



Interoffice Memorandum

AGENDA ITEM

May 27, 2020

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental, and Development
Services Department

**CONTACT PERSON: Mitchell Glasser, Manager
Housing and Community Development Division
407-836-5190**

SUBJECT: June 23, 2020 – Consent Item
Community Development Block Grant Agreement
Habitat for Humanity Greater Orlando and Osceola County, Inc.

On August 6, 2019, the Board approved Orange County's 2019-2020 Action Plan for community development projects and activities. The Action Plan designated \$264,000 in Community Development Block Grant funding to Habitat for Humanity Greater Orlando and Osceola County, Inc. for the specific purpose of administering the Roof Replacement Program to qualified low to moderate-income individuals and households to assist in preserving the existing affordable housing stock.

To comply with Housing and Urban Development regulations and efficiently implement the projects outlined in the Action Plan, a Subrecipient Agreement must be executed with the non-profit agency. The agreement has been reviewed by the County Attorney's Office as to form.

ACTION REQUESTED: Approval and execution of Subrecipient Agreement between Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc. for a subaward of \$264,000.00 related to the United States Department of Housing and Urban Development Office of Community Planning and Development Community Development Block Grant Program for the specific purpose of administering the Roof Replacement Program. All Districts

JVW:MG:ER
Attachment

SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.

for a subaward of

\$264,000.00

related to

**THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

for the specific purpose of

ADMINISTERING THE ROOF REPLACEMENT PROGRAM

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32802 (the "County") and **HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.**, a qualified not-for-profit corporation registered under the laws of the State of Florida, located at 4116 Silver Star Road, Orlando, Florida 32808 (the “Subrecipient”), for the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (“HUD” or the “Federal Awarding Agency”). The County and the Subrecipient may be referred to herein individually as “party” or collectively as “parties.”

RECITALS

WHEREAS, on October 1, 2019 the Federal Awarding Agency awarded six million six hundred eighty thousand seven hundred eighty-eight dollars (\$6,680,788.00) to the County (the “Federal Recipient” or “Grantee”) under the Housing and Community Development Act of 1974’s, as amended (42 U.S.C. § 5301 et seq.), Community Development Block Grant Program (the “Federal Award”) for the purposes as further described in the *Notice of Award* attached to this Subaward as **Exhibit “A”**; and

WHEREAS, the County, in accordance with the Federal Award, shall pass-through two hundred sixty-four thousand dollars (\$264,000.00) (the “Subaward”) of the Federal Award funds it receives from HUD to the Subrecipient for the purposes as further described in the *Scope of Work* attached to this Subaward as **Exhibit “B”**; and

WHEREAS, the County has designated the Manager of the Orange County Housing and Community Development Division to serve as its authorized designee in overseeing and managing the administration of the Federal Award (“Federal Award Administrator”); and

Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program

WHEREAS, the Subrecipient is a local not-for-profit corporation with experience in providing affordable housing construction, repair, and modifications services and homeownership opportunities to low and moderate-income individuals and households in the community; and

WHEREAS, the Subrecipient plans to provide the services and activities as further described in the *Scope of Work* (the “Services”) at various locations throughout the County; and

WHEREAS, the County finds that the Services proposed by the Subrecipient serve a valid public purpose under the Federal Award, and the County has designated the Subrecipient to serve as a subrecipient under the Federal Award; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Subrecipient’s compliance with the terms of the Federal Award and to secure other covenants and obligations from the Subrecipient regarding the Services and use of Subaward funds.

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

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

Section 2. Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:

1. This Agreement;
2. **Exhibit A:** Notice of Award;
3. **Exhibit B:** Scope of Work;
4. **Exhibit C:** Budget;
5. **Exhibit D:** Income Guidelines;
6. **Exhibit E:** Reimbursement Invoice;
7. **Exhibit F:** Annual Programmatic Report;
8. **Exhibit G:** Leased Employee Affidavit;
9. **Exhibit H:** Certification Regarding Drug-Free Workplace Requirement;
10. **Exhibit I:** Certification Regarding Policy Prohibiting Use Of Excessive Force;
11. **Exhibit J:** Certification Regarding Lobbying;
12. **Exhibit K:** Section 3 Clause; and
13. **Exhibit L:** Required Information from Federal Subawards.

Section 3. Term and Subaward Performance Period.

A. The term of this Agreement begins on the date of execution by the County (“Effective Date”) and concludes on September 30, 2021 (“Completion Date”).

B. Subaward Performance Period.

1. The "Subaward Performance Period" is the time during which the Subrecipient may incur obligations to carry out the work or services authorized under this Agreement. The Subrecipient may not invoice for any work completed, or services rendered, outside of the Subaward Performance Period.
2. The Subaward Performance Period of this Agreement is: **May 1, 2020 to September 30, 2021** ("Completion Date"). If the date range provided in this provision exceeds the Performance Period provided in the Federal Award, the Federal Award's performance period shall prevail.

C. **Extensions.** Should there be Subaward funds remaining at the conclusion of the Subaward Performance Period, the Subrecipient and the Program Administrator may agree to a modification of the Subaward Performance Period of this Agreement in writing, so long as that modification does not supersede, or conflict in any way with, the Federal Award or the Federal Award's performance period.

Section 4. The Subrecipient's Obligations and Responsibilities.

A. **Compliance with Uniform Guidance.** The Subrecipient is responsible for complying with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found in 2 C.F.R. Part 200 (the "Uniform Guidance"). The Subrecipient is required to ensure that any and all subcontractors providing services or otherwise performing pursuant to this Agreement shall comply with any and all relevant provisions of the Uniform Guidance.

B. The Subrecipient 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, the most restrictive shall govern.

C. The Subrecipient, as a subrecipient of the Federal Award, is responsible for meeting the objectives of this Subaward, as detailed in the *Scope of Work* in a manner that is satisfactory to the County and consistent with the standards set forth in this Agreement and the Federal Award. The Agency, as a sub-recipient of the Federal Award, agrees that the activities carried out with the Subaward funds provided under this Agreement meet one or more of the Community Development Block Grant ("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"). The Agency certifies that the Services provided under this Agreement will benefit indigent and very-low to low-income households whose income records confirm their income eligibility.

D. The Subrecipient shall designate a contract liaison to monitor the Subrecipient's performance of the provisions set forth in this Agreement (the "Contract Liaison"). The Subrecipient shall ensure that the Contract Liaison shall be available to meet with the County's staff to review activities on an "as needed" basis or as otherwise requested by the County. Should there be any change in the

Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program

Subrecipient's Contract Liaison, the County shall be promptly notified of such change in writing in accordance with the notice provision in this Agreement.

E. The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may – at the sole discretion of the County or any agency within the chain of recipients of the Federal Award – be suspended while the extent of the overpayment is determined, or terminated.

F. The Subrecipient shall establish and document a process for determining an applicant's eligibility for the Program that is consistent with the recordkeeping requirements established by this Agreement, the Federal Award, the Uniform Guidance, and all federal, state, and local laws, rules, and regulations.

G. The Subrecipient shall only use the Subaward to provide the Roof Replacement Program, as further described in the *Scope of Work* and hereinafter referred to as the "Program," in Orange County. The Subrecipient shall ensure that the Program is only available to low and moderate-income households in need of Services that meet the necessary eligibility requirements (hereinafter collectively referred to as "Clients") in accordance with the terms and conditions set forth in this Agreement.

H. The Agency shall provide all required professional staff, volunteer workers, and services required for the operation of the Program.

Section 5. Procurement.

A. By executing this Agreement, the Subrecipient hereby certifies that it maintains written purchasing procedures in compliance with 2 C.F.R. 200.317-200.326 ("Procurement Standards").

B. The Subrecipient shall maintain inventory records of all non-expendable property as may be procured with the Subaward funds provided pursuant to this Agreement and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with the Subaward without the written permission of the County.

C. All program assets (unexpended program income, property, equipment, etc.) shall – unless otherwise provided for by the Federal Funding Agency – revert to the County (and then to the Federal Funding Agency) upon termination of this Agreement.

D. Title to Equipment as defined in 2 C.F.R. 200.33 that is purchased under this Agreement shall vest in the Subrecipient, subject to the conditions specified in 2 C.F.R. 200.313.

Section 6. Payment and Invoices.

- A. **Local Government Prompt Payment Act.** The County shall make payments to the Subrecipient 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.
- B. The County is only responsible for payments to the Subrecipient for which the County is provided funding by the Federal Awarding Agency (or its pass-through recipient, if applicable). If the Federal Awarding Agency (or its pass-through recipient, if applicable) determines that a specific cost or expense invoiced by the Subrecipient to the County is not permitted to be reimbursed under the terms and conditions of the Federal Award, the County shall not be responsible for making payment to the Subrecipient for that specific cost or expense.
- C. Should the Federal Awarding Agency (or its pass-through recipient, if applicable) withhold or deny funding to the County for any reason, the County may subsequently withhold or deny funding to the Subrecipient.
- D. At no point shall the County be expected to, or responsible for, using general fund dollars or any non-Federal Award monies to make payment to the Subrecipient for any costs or expenses incurred by the Subrecipient pursuant, or related, to this Agreement, the Federal Award, or the terms of any other agreement to which the County is subject related to the Federal Award.
- E. Any costs or expenses incurred by the Subrecipient that exceed the overall Subaward amount set forth in this Agreement, or which are incurred outside of the term of this Agreement, shall be the sole responsibility of the Subrecipient.
- F. The Subrecipient shall invoice the County based on the agreed upon *Budget* attached to this Agreement as **Exhibit "C"**.
- G. Invoices shall be delivered to the County on a County approved form using the *Reimbursement Invoice*, a copy of which is attached to this Agreement as **Exhibit "E"**. Unless otherwise stated in the *Scope of Work*, the period for submission of such invoices shall be monthly with the invoice due to the County by the 15th of the month subsequent to the provision of work or services for which the County is being invoiced.
- H. The County reserves the right to withhold or deny payment of such invoice if the Subrecipient's invoice:
1. Is incomplete or fails to provide the requisite supporting documentation; or
 2. Fails to be provided in a timely fashion as determined by the terms of this Agreement.
- I. The Subrecipient shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Work*.

J. The County shall not make payments for, or in any way be responsible for, payment to the Subrecipient for:

1. Any goods or services provided that do not fall within the attached *Scope of Work*;
2. Any goods or services that fall within the attached *Scope of Work*, but that such payment by the County would supplant current available, or projected, funding for those goods or services;
3. Any goods or services that fall within the attached *Scope of Work*, but that such payment can be made through a third party program or insurance provider; or
4. Any costs or expenses in excess to the amount of funding allocated to the Subrecipient pursuant to this Agreement and the Federal Award.

Section 7. Return of Funds.

A. The Subrecipient shall reimburse the County for all unauthorized expenditures including, but not limited to, those specifically detailed in this Agreement.

B. The Subrecipient shall return to the County any overpayments made to the Subrecipient for unearned income or disallowed items pursuant to the terms and conditions of this Agreement and the Federal Award.

1. In the event that the Subrecipient, or any outside accountant or auditor, determines that an overpayment has been made, the Subrecipient shall return to the County such overpayment without prior notification from the County no later than fourteen (14) days of receipt of such notice.
2. In the event that the County discovers that an overpayment has been made, the County shall notify the Subrecipient and the Subrecipient shall return the funds to the County no later than fourteen (14) days of receipt of such notice.
3. Should the Subrecipient fail to reimburse the County for any overpayment within the time designated, the County may:
 - a. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the Subrecipient's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the County;
 - b. Withhold any or all future payments until the amount of such overpayment has been recovered by the County;
 - c. Terminate this Agreement; or

- d. Hold the Subrecipient as not responsible when considering future awards.

Section 8. Annual Programmatic Reporting.

- A. The Subrecipient shall annually submit completed *Annual Programmatic Reports* to the County, a template of which is attached to this Agreement as **Exhibit "F"**, that details the outputs, outcomes, and progress the Subrecipient has made in accomplishing the objectives of the *Scope of Work*. The County reserves the right to revise such template as necessary.
- B. The *Annual Programmatic Report* shall be submitted within thirty (30) calendar days of the end of each fiscal year (September 30) and shall provide the total number of persons receiving assistance for that year. The Subrecipient shall provide to the Program Administrator any additional information deemed necessary by the Program Administrator, in its sole discretion.
- C. Failure to provide the required *Annual Programmatic Report* in accordance with this Section may necessitate the County's withholding of payment on any subsequent invoices and shall be considered cause for termination by the County pursuant to the terms of termination in this Agreement.

Section 9. Maintenance, Retention, Access to Records, and Public Records.

- A. The Subrecipient acknowledges that the Subrecipient, and its subcontractors that are providing services, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.
1. The Subrecipient shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall be in compliance with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Subrecipient's financial activities.
 2. The Subrecipient shall establish and maintain separate accounting records for the Subrecipient's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement.
 3. The Subrecipient shall furnish the County with any and all data needed for the purpose of monitoring and evaluation. 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 Subrecipient's performance under this Agreement.
 4. All records that were created, utilized, or maintained for the purpose of fulfillment of the Subrecipient's obligations pursuant to this Agreement, whether paper or electronic

("Relevant Records"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.

5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.
6. The Subrecipient shall permit the County, the Program Administrator, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.
7. If the *Scope of Work* is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Program Administrator, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives.
8. **Funds Paid in Advance.** If the Subrecipient is provided Subaward funds in advance pursuant to this Agreement, the Subrecipient – by execution hereof – certifies to the County that it shall comply with 2 C.F.R. 200.305(b) and therefore shall:
 - a. Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Subrecipient, and (ii) the Subrecipient's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;
 - b. Review 2 C.F.R. 200.305(b) and maintain financial management systems that comply with the standards therein for fund control and accountability; and
 - c. Make timely payment to its contractors and vendors.

B. Public Records.

1. Pursuant to Section 119.0701, Florida Statutes, the Subrecipient 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 Subrecipient 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 Subrecipient or keep and maintain public records required by the Subrecipient to perform the service in accordance with Florida law.
- e. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of this Agreement, the Subrecipient 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SUBRECIPIENT SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

C. If both parties to this Agreement are subject to the requirements of Chapter 119, Florida Statutes, the following applies: Each party will comply with its obligations under Chapter 119, Florida Statutes, and each party will cooperate with the other in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, neither party will be required to modify records kept in the normal course of business by that party in order to provide copies of those records to the other party, and neither party will be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 10. Audit Requirements.

A. **County Comptroller Audits.** The County, the Comptroller of Orange County (the "Comptroller"), or the designee of either, shall perform program and financial monitoring periodically. A "Letter of Findings" shall be provided to the Subrecipient. The Subrecipient shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Comptroller, within thirty (30) days of the date of the "Letter of Findings". Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

B. Uniform Guidance Auditing Requirements. The Subrecipient acknowledges that as a subrecipient of the Federal Award it shall be held to the federal auditing requirements found in 2 C.F.R. 200 Subpart F – Audit Requirements.

C. Authorization to Audit. The County, the Federal Awarding Agency (and its pass-through recipient, if applicable), the Comptroller General of the United States, or any of their authorized representatives shall have the right to audit the Subrecipient's disbursement the Subaward under this Agreement for compliance by the Subrecipient with the terms, conditions, and obligations set forth in this Agreement.

D. Mandatory Audit, Certification, and Audited Financial Statement. In determining the federal award amounts expended during its fiscal year, the Subrecipient shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the Subrecipient expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the Suprecipient must have a single audit completed and conducted in accordance with 2 C.F.R. § 200.514, unless the Subrecipient elects to have a program-specific audit in accordance with 2 C.F.R. § 200.501(c).
2. If the Subrecipient expends less than seven hundred and fifty thousand dollars (\$750,000) in federal awards during the fiscal year, the Suprecipient agrees to:
 - a. Provide an annual certification to the County that a single audit was not required; and
 - b. Annually submit an Audited Financial Statement to the County.
3. If the Subrecipient is mandated to have an audit performed due to its expenditure of seven hundred and fifty thousand dollars (\$750,000) or more in federal awards within one fiscal year, that audit shall be completed no later than one-hundred and eighty (180) days after the close of the Subrecipient's fiscal year.

E. Submission of Audits and Audited Financial Statements.

1. The Subrecipient shall submit to the Comptroller and the County any and all auditor's report received by the Subrecipient related to its obligations under this Agreement within ten (10) business days of receipt.
2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 C.F.R. § 200.512, or the applicable Audited Financial Statements, shall be forwarded to the County pursuant to the notice provision in this Agreement, with a copy provided to the Orange County Comptroller's Office, at the following:

Orange County Comptroller's Office

Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802

F. **The Federal Audit Clearinghouse.** 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 end date. Such audits shall be submitted electronically via the following website: <https://harvester.census.gov/facweb/>.

G. Failure to comply with any requirements in this Section shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the Subrecipient.

Section 11. Termination.

A. **Termination for Convenience.** Pursuant to 2 C.F.R. 200, Appendix II, Subsection B, contracts made pursuant to a Federal Award must address termination for convenience by the County including the manner by which it will be effected and the basis for settlement. As such, the County may terminate this Agreement at any time for any reason by providing a written thirty (30) day notice to the Subrecipient. If this Agreement is terminated by the County for convenience, the Subrecipient shall only be paid for the funding-applicable work completed as of the date of the Subrecipient's receipt of such termination. No other damages may be assessed against the County for its termination of this Agreement for convenience.

B. **Termination for Cause.**

1. **Immediate Termination.** The County reserves the right to terminate this Agreement immediately if:
 - a. The Federal Awarding Agency (or its pass-through recipient, if applicable) terminates the Federal Award;
 - b. Any circumstance under which the County is no longer receiving Federal Award funds to reimburse the Subrecipient occurs;
 - c. The amount invoiced by the Subrecipient meets or exceeds the amount of the Subaward provided for in this Agreement;
 - d. The Subrecipient files bankruptcy or otherwise becomes insolvent;
 - e. The Subrecipient is a non-profit at the time of execution of this Agreement and then subsequently loses its non-profit status; or
 - f. The Subrecipient is determined to be ineligible to do business in the State of Florida.
2. **Termination for Cause.** The County may terminate this Agreement for cause upon providing a written fourteen (14) day breach of contract and termination notice. Such

Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program

termination for cause may be for any material breach of this Agreement, or if the County, using its sole discretion, determines that the Subrecipient is unable to perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the Subrecipient's proposed cure if such an opportunity is provided, the County reserves the right to provide the Subrecipient the opportunity to cure any stated breach. If the County provides such opportunity to cure, shall:
 - a. Provide the opportunity to cure as a part of the County's breach of contract and termination notice; and
 - b. Allot an appropriate deadline by which the Subrecipient must provide its proposed cure to the County.
4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Subrecipient's damages for such termination, if any, shall be the same as if the County terminated this Agreement for convenience.

C. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the Agency shall:

1. Within fourteen (14) calendar days, remit to the County any advanced funds paid that have not yet been recouped by the County.
2. Stop working under this Agreement on the date of receipt and to the extent specified in the notice of termination.
3. Place no further orders or subcontracts to the extent that they relate to the performance of the work which was terminated and direct any subcontractors to do the same.
4. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated.
5. Handle all property as directed by the County.
6. Finalize all necessary up to date reports and documents required under the terms of this Agreement up to the date of termination, up to and including the final expenditure report due at the end of the project, if any, without reimbursement beyond that due as of the date of termination for services rendered to the termination date.
7. Take any other actions as directed in writing by the County.

D. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, the Subrecipient shall be paid for the work or services satisfactorily performed. In the

event the Agreement is terminated for cause, any funds owed to the County due to any overages paid to, or breach of contract by, the Subrecipient shall be deducted from the amount due the Subrecipient. No other damages may be assessed against the County for its termination of the Agreement.

Section 12. Indemnification, Insurance, Liability, and Independent Contractor.

A. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained in this Agreement shall constitute a waiver of sovereign immunity of either party or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.

B. **Insurance.**

1. The Subrecipient agrees to maintain on a primary basis and at its 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 in this "Insurance" subsection. These requirements, as well as the County's review or acceptance of insurance maintained by the Subrecipient is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Subrecipient under this Agreement.
2. The Subrecipient shall require and ensure that each of its 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 in this "Insurance" subsection.
3. The Subrecipient shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the Subrecipient prior to commencing operations under this Agreement to verify such coverage:
 - a. **Workers' Compensation** – The Subrecipient shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Florida Statute 440, will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the *Leased Employee Affidavit* attached as **Exhibit "G."**

Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program

- b. **Commercial General Liability** – The Subrecipient 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 of liability of not less than \$500,000 per occurrence. Subrecipient further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured.
- c. **Professional Liability** – The Subrecipient shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Subrecipient’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 Subrecipient agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage.
- d. **Fidelity & Employee Dishonesty** – The Subrecipient shall maintain fidelity/employee dishonesty coverage with a limit of not less than the Subaward amount awarded for the Program under this Agreement.
- e. **All-risk Property Coverage** – The Subrecipient shall provide the equivalent insurance coverage for real property and equipment acquired or improved with the Subaward funds as provided to other property owned by the Subrecipient.
- f. **Flood Insurance** – The Subrecipient agrees that if any portion of the Program 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 Subaward funds.
- g. **Business Automobile Liability** – The Subrecipient shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Subrecipient does not own automobiles the Subrecipient shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

*Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program*

4. The Subrecipient agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured –Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of the Orange County Board of County Commissioners.
5. Insurance carriers providing coverage required in this “Insurance” subsection must be licensed to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
6. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
7. The Subrecipient shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Subrecipient shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above.
8. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

Orange County Board of County Commissioners
Attention: Procurement Division
400 East South Street
Orlando, FL 32801

9. If the Subrecipient is an agency or political subdivision of the State of Florida, the entirety of Section 14B1 through 8, and the requirement in Section 14B7 that copies of the additional insured and the waiver of subrogation endorsements be provided, are not applicable. However, those clauses do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida. 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.

C. **Liability.** In no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

D. **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 Subrecipient as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Subrecipient is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and the Epidemiologist hired pursuant to this Agreement shall be considered to be the employee of the Subrecipient for all purposes, including but not limited to for any worker's compensation matters.

Section 13. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

A. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.

B. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre-approval therefrom.

C. **Suspension and Debarment.** Federal debarment and suspension regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs and activities.

1. The Subrecipient acknowledges and understands that the regulations at 2 C.F.R. Part 180 specifically prohibit the County from entering into a "covered transaction" with a party listed on the System for Award Management ("SAM") Exclusions list. The SAM Exclusions list is maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. See 2 C.F.R. § 180.530.
2. If the Subrecipient has not already done so, prior to the execution of this Agreement, the Subrecipient shall register for SAM using the DUNS® identification number under which it is entering this Agreement.
3. Should the County inadvertently execute this Agreement without first confirming registration of the Subrecipient with SAM, it maintains the right to demand that the Subrecipient register for SAM as soon as that oversight is discovered.

4. The County reserves the right to institute additional restrictions and conditions to this subaward, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Subrecipient:
 - a. Refuse to register for SAM;
 - b. Refuse to maintain an active registration with SAM;
 - c. Be added to the SAM Exclusions list during the course of its performance under this Agreement; or
 - d. Fail to notify the County of any change in its status under the SAM system.
5. The Subrecipient is required to verify that the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are not excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
6. The Subrecipient shall comply with 2 C.F.R. pt. 180, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
7. By executing this Agreement, the Subrecipient certifies that it understands and has complied with the terms of this Section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply – or has not complied – with 2 C.F.R. pt. 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.

D. Non-Discrimination.

1. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
2. The Subrecipient shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
3. The Subrecipient shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency (and its pass-through recipient if applicable) has with respect to nondiscrimination.
4. The Subrecipient shall ensure that any and all of its subcontractors are bound to the terms of this Section.

E. Small and Minority Business Enterprise (MBE), Women Business Enterprises (WBE), and Labor Surplus Area Firms.

1. By executing this Agreement, the Subrecipient certifies that it shall comply with all requirements of federal regulation 45 C.F.R. § 75.330. Moreover, in order to facilitate continued monitoring for compliance with 45 C.F.R. § 75.330, the Subrecipient must – at the County’s request – be able to demonstrate that, for the duration of this Agreement, the Subrecipient:
 - a. Placed qualified small and minority businesses and women's business enterprises on its solicitation lists;
 - b. Assured that small and minority businesses and women's business enterprises were solicited whenever they were potential sources;
 - c. Divided the total requirements, when by its judgment as an expert in its field it was economically feasible, into smaller tasks or quantities that permitted maximum participation by small and minority businesses and women's business enterprises;
 - d. Established delivery schedules, when necessary, which encouraged participation by small and minority businesses and women's business enterprises; and
 - e. Used the services and assistance of the Small Business Administration (“SBA”) and the Minority Business Development Agency of the Department of Commerce to obtain the names of primary and replacement firms, when applicable.
2. The Subrecipient shall maintain all of the above documentation for future verification and provide copies of the same to the County upon request. Not doing so shall jeopardize the Subrecipient’s ability to be awarded federally-funded contracts by the County in the future.
3. The Subrecipient understands that it may call the Orange County Business Development Division at (407) 836-7317 with any questions that it might have regarding this requirement.

F. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

1. If this Agreement exceeds one-hundred thousand dollars (\$100,000) in value, the Subrecipient:
 - a. Shall file a *Certification Regarding Lobbying* attached to this Agreement as **Exhibit “J”** (if applicable);

*Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program*

- b. Shall certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
- c. Shall disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures shall be forwarded to the Federal Awarding Agency (through its pass-through recipient if applicable).

G. Procurement of Recovered Materials.

- 1. The Subrecipient understands that in the performance of this Agreement, it must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) should it purchase:
 - a. An item that has a value that meets or exceeds ten thousand dollars (\$10,000); or
 - b. Items, the quantity of which acquired by the preceding fiscal year met or exceeded ten thousand dollars (\$10,000).
- 2. The Subrecipient, when making purchases that meet the thresholds listed in subparts “1a” and “1b” of this Section, shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 3. The Subrecipient shall document what it considered when making its decision to use, or not use, recovered materials in purchases that meet the thresholds listed in subparts “1a” and “1b” of this Section.
- 4. The Subrecipient shall make the above-stated documentation available to the County upon request and shall maintain all of the above documentation for future verification for the duration of this Agreement and any extension to this Agreement. Not doing so shall jeopardize the Subrecipient’s ability to be awarded federally-funded contracts by the County in the future.

*Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program*

5. The Subrecipient shall procure solid waste management services in a manner that maximizes energy and resource recovery.
6. The Subrecipient shall establish an affirmative procurement program which contains the four elements detailed in 40 C.F.R. § 247.6 (Affirmative Procurement Programs).
7. The Subrecipient acknowledges that for further information about this requirement, along with the list of EPA-designated items, it should refer to the EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

H. Clean Air Act. If this Agreement's value exceeds thirty-five thousand dollars (\$35,000) in value, the Subrecipient agrees to:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.;
2. Report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable) and the appropriate Environmental Protection Agency Regional Office.
3. Include these requirements in each subcontract that exceeds thirty-five thousand dollars (\$35,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

I. Federal Water Pollution Control Act. If this Agreement's value exceeds thirty-five thousand dollars (\$35,000) in value, the Subrecipient agrees to:

1. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.;
2. Report each violation to the County and understands and agrees that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency (and its pass-through recipient, if applicable), and the appropriate Environmental Protection Agency Regional Office; and
3. Include these requirements in each subcontract that exceeds thirty-five thousand dollars (\$35,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

J. Rights to Inventions Made Under this Agreement. If the Federal Award or this Agreement meet the definition of "funding agreement" under 37 C.F.R. § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the County shall comply with the requirements of

Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program

37 C.F.R. § 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 Awarding Agency.

K. Contract Work Hours and Safety Standards Act. If the value of this Agreement exceeds one hundred thousand dollars (\$100,000) in value and involves the employment of mechanics or laborers (not related to transportation or transmission of intelligence), then the Subrecipient must comply with 40 U.S.C. 3702 as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Specifically:

1. **Overtime requirements.** No Subrecipient or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in sub-section 1 of this Section, the Subrecipient and any of its subcontractors that are responsible therefor shall be liable for the unpaid wages. In addition, the Subrecipient and its subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 1 of this Section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subsection 1 of this Section.
3. **Withholding for unpaid wages and liquidated damages.** The Federal Awarding Agency (or its pass-through recipient, when applicable) shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or its subcontractor under this Agreement, or any other Federal contract with the same Subrecipient, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection 2 of this Section.
4. **Subcontracts.** The Subrecipient or its subcontractor shall insert in any subcontracts the clauses set forth in subsections 1 through 4 of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Subrecipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 1 through 4 of this Section.

L. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

M. **Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).**

1. This Agreement and employees working on this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
2. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed thirty-five thousand dollars (\$35,000) in value.

Section 14. Agreement Specific Terms.

A. **General Responsibilities of the Parties.**

1. The Subrecipient shall oversee all phases of the Program including, but not limited to, the solicitation of construction bids, permitting, review and evaluation of all bids, awarding of contracts, on-site inspections, and final approval of the Program, all of which shall be in accordance with the Federal Award, the Uniform Guidance, this Agreement, and all federal, state, and local laws, rules, and regulations.
2. As part of its procurement process, the Subrecipient shall perform a risk assessment of all potential sub-contractors and shall provide evidence of such assessment to the Program Administrator or County upon request. The County shall retain the right to review and comment on the 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 Subrecipient entering into any contract relating to the Program. The Subrecipient shall provide to 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 Guidance.
3. 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 services. In no event shall

Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program

the Completion Date be changed or otherwise modified beyond term of this Agreement without prior written approval by the County.

4. The Agency shall provide the Clients with Services at the designated facility located at 4116 Silver Star Rd., Orlando, Florida 32808, at the Client homes, or such other address located within Orange County as may be provided to and approved by the County in writing.
5. The County (or its designee), Program Administrator, Inspectors General, the Comptroller General of the United States, or HUD and/or any of their authorized representatives shall have full access and right to examine such records which shall include, but not be limited to, 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. The Agency shall keep documentation which demonstrates that Clients meet the eligibility income guidelines, as set forth in *Income Guidelines* attached to this Agreement as **Exhibit "D"**.

B. Funding.

1. The Subaward funds are received under Grant Number B-19-UC-12-0003 CFDA 14.218 for this Agreement and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related services.
2. The Subrecipient 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 the Subaward funds, the Subrecipient shall be responsible for reimbursing the County for the total amount owed.
3. The Subrecipient 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 Subrecipient or a guaranteed payment of the total maximum amount payable.
4. Should the County, in its sole discretion, find that the Subrecipient is not utilizing Subaward funds in a sufficient manner, the County reserves the right to reduce or otherwise alter the funding amount of this Agreement. Notification of such funding modification shall be provided in accordance with "Notices" provision in this Agreement.

C. Billing Requirements.

1. The Subrecipient shall provide a completed *Reimbursement Invoice* for each request for reimbursement. All invoices and supporting documentation, as more specifically

*Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program*

described in this Section, shall be submitted to the Program Administrator in accordance with the monthly reimbursement schedule (“Schedule”). Any changes to the Schedule shall require written approval by the Program Administrator. County funding proposed under this Agreement shall be on a reimbursement basis up to the maximum allocated amount and shall be consistent with the *Budget*.

2. Supporting documentation required for processing invoices shall include:
 - a. Documentation supporting the completion of services (i.e. material and labor costs);
 - b. Accounting records supported by documentation (e.g. copies of issued checks, invoices, payroll and time sheets); and
 - c. Any other documentation requested by the Program Administrator.
3. Each invoice shall be completed in its entirety. Any invoice that is incomplete or which fails to include the required supporting documentation shall be deemed incomplete and rejected.
4. Invoices submitted in accordance with the Schedule shall include only those allowable expenses and costs acceptable under the Federal Award and this Agreement. The County shall not provide reimbursement for any allowable costs or expenses for which the Subrecipient is unable to demonstrate payment having already been made.
5. Completed invoices and supporting documentation shall be submitted to the Housing and Community Development Division Manager, 525 East South Street, Orlando, Florida 32801.

D. Use of Subaward Funds.

1. The amount of reimbursement requested by the Subrecipient from the County for the Program shall not exceed the total Subaward funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Subrecipient exceeding the Subaward amount shall be the sole responsibility of the Subrecipient.
2. Any Subaward funds allocated to the Subrecipient by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Subrecipient shall not be reimbursed by the County for any services or expenses incurred not within the term of this Agreement.

E. Financial Standards.

1. Accounting records must adequately identify the fiscal year, and receipt and expenditure of Subaward funds for each sub-grant awarded separately from expenditures from other sources. The Subrecipient shall ensure that all Subaward

Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program

funds received from the County under the the Federal Award are kept in accounts separate and apart from all other funds and accounts of the Subrecipient.

2. Funds associated with the Federal Award may not be used for cost sharing or matching requirements of other federal grants, unless otherwise specifically allowed.
3. Costs to this particular Federal Award may not be charged to other federal awards to cover funding shortages.
4. All Program accounting records and supporting documents must be maintained in accordance with the retention schedule set forth in the Records and Confidentiality provision of this Agreement. The records must be available to officers, employees, agents, and authorized representatives of the County and the Federal Awarding Agency.

F. **Drug Free Workplace.** The Subrecipient shall comply with the Drug Free Workplace Act of 1988 and implementing regulations regarding maintenance of a drug free workplace. The Subrecipient shall complete and comply with the *Certification Regarding Drug-Free Workplace Requirements*, attached to this Agreement as **Exhibit "H."** The Subrecipient shall complete the certification form and a copy shall be kept in the files of both parties to this Agreement.

G. **Prohibition of Use of Excessive Force.** The Subrecipient accepts and acknowledges the County's *Certification Regarding Policy Prohibiting Use of Excessive Force* attached to this Agreement as **Exhibit "I."**

H. **Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity.** The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and it's implementing regulations contained in 24 CFR Part 135 regarding economic opportunities for low and very-low income persons. The Subrecipient shall comply with the provisions of the "Section 3 Clause," a copy of which is attached to this Agreement as **Exhibit "K."** The Subrecipient shall keep records demonstrating compliance with these regulations, including 24 CFR § 570.506(g)(5).

I. **Fair Housing Act.** The Subrecipient shall comply with the 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.

J. **Copeland "Anti-Kickback" Act.** The Subrecipient 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.

Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program

K. Environmental Review Requirements. The Subrecipient is required to provide information to the County to allow for environmental review and assessment of each property where the Services are to be provided. This information shall be submitted to the County for approval at least thirty (30) days prior to the commencement of construction associated with the provision of Services. The Agency agrees to assist the County in addressing any environmental issues that may arise during the County's review process.

L. Lead-Based Paint Prohibited. The Subrecipient shall not use lead-based paint in carrying out Services and shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856) and implementing regulations at 24 CFR Part 35, of which subparts A, B, J, K and R apply. The Subrecipient shall maintain records demonstrating compliance with these requirements.

M. Historic Preservation. The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) and the procedures set forth in 36 CFR §800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

N. Flood Disaster Protection. The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4106) and implementing regulations in 44 CFR Part 59 through Part 79 in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

O. Flood Insurance Program. Should any construction or rehabilitation of existing structures, with assistance provided under this Agreement, occur in an area identified as having special flood hazards by the Director of Federal Emergency Management, the Subrecipient shall comply with all relevant and applicable provisions of 24 CFR §570.605 concerning the National Flood Insurance Program. The Subrecipient agrees that if any portion of the Program is located in a special flood hazard area that flood insurance will be required by the County and must be provided by the Subrecipient.

P. Permits. The Subrecipient shall obtain all necessary permits for the intended improvements or activities relating to the Services.

Q. Displacement, Relocation, Acquisition and Replacement of Housing. The Subrecipient shall comply with 24 CFR §570.606 and shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR §570.606.

R. Conflict of Interest. The Subrecipient shall comply with the conflict of interest provisions contained in 24 CFR §570.611. In the procurement of supplies, equipment, construction and services, the Subrecipient shall comply with the conflict statement rules in 24 CFR §85.36. The Subrecipient shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. This rule states that no officer or employee of the County or its

Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program

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 the Federal Award 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 Federal Award-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 Subrecipient shall also keep records supporting its requests for waivers of conflicts.

S. **Gifts.** The Subrecipient has an obligation to avoid or monitor gifts to the Subrecipient that may create a potential conflict of interest or may create an appearance of a conflict.

T. **No Grant of Vested Rights.** This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights to property owned or to be acquired by the Subrecipient.

Section 15. General Terms.

A. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of the County's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

B. Equal Employment Opportunity.

1. The County's policies of equal opportunity and nondiscrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation, gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations. Accordingly, the Subrecipient shall abide by the following provisions:

- a. The Subrecipient shall adopt and maintain, or provide evidence to the County that the Subrecipient has adopted and maintains, a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this Agreement.
- b. The Subrecipient shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with these non-discrimination provisions of the Agreement.
- c. Provisions "a" and "b" above shall be incorporated by the Subrecipient into the contracts of any applicable subcontractors.

C. Compliance with the HIPAA Privacy and Security Rules and the Florida Information Protection Act.

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 or personally identifiable information; or
 - b. Has been “de-identified” in compliance with the HIPAA Safe Harbor Standard, 45 C.F.R. § 165.514.
2. Should the need for the transmission of protected health or personally identifiable information arise pursuant to this Agreement, the Party transmitting that protected health or personally identifiable information shall ensure – before that transmission – that:
 - a. A Business Associate Agreement is executed; and
 - b. All the protections of the HIPAA Privacy and Security Rules and the Florida Information Protection Act have been properly executed.

D. Scrutinized Companies.

1. By executing this Agreement, the Subrecipient 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.
2. 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.
3. 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.
4. 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

Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program

- 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.
5. If this Agreement is terminated by the County as provided in subparagraph 4(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.
6. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County's termination.
7. 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.

E. Force Majeure.

1. The Subrecipient shall not 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, act of God, or other similar causes beyond the Subrecipient's control so long as the Subrecipient's delay is not caused by the Subrecipient's own fault or negligence.
2. That notwithstanding, in order to claim delay pursuant to this Section, the Subrecipient shall notify the County in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this Section is cause for termination of this Agreement.
3. If the Subrecipient's performance is delayed pursuant to this section for a period exceeding seven (7) business days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Subrecipient for any work performed pursuant to this Agreement prior to the date of the County's termination.
4. Nothing in this Section shall prevent the County from terminating this Agreement for any purpose otherwise explicitly stated in this Agreement.

F. Notices. Notices to either party provided for in this Agreement shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

*Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program*

To the County: Orange County Administrator
Administration Building, 5th Floor
201 South Rosalind Avenue
Orlando, Florida 32801

AND

Orange County Housing and Community Development
Attn: Manager
525 East South Street
Orlando, Florida 32801

To the Subrecipient: Habitat for Humanity Greater Orlando and Osceola County, Inc
4116 Silver Star Road
Orlando, Florida 32808

G. Employees of the Subrecipient.

1. All work under this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Subrecipient, remove from this Agreement any employee the County deems incompetent, careless, or otherwise objectionable.
2. Only those employees determined eligible to work within the United States shall be employed under this Agreement. The County shall consider the employment by the Subrecipient of unauthorized workers a violation of Section 274A of the Immigration and Naturalization Act. Such violation by the Subrecipient shall be grounds for unilateral cancellation of this Agreement by the County. Moreover, the Subrecipient shall:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the Subrecipient during this Agreement's term; and
 - b. Include an express requirement in its subcontracts that any subcontractor providing services, or otherwise performing, pursuant to this Agreement shall utilize the E-Verify system to verify the employment eligibility of all employees hired by the subcontractor during this Agreement's term.

H. Use of County and Subrecipient Logos. Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

I. Compliance with Laws. It shall be the Subrecipient's responsibility to be aware of federal, state, and local laws relevant to this Agreement. The Subrecipient shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that

Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program

party and shall obtain any permits or licenses necessary for its operations and maintain active status thereof during the entire term of this Agreement and any extensions to this Agreement. The Subrecipient shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on the County.

J. **Assignments and Successors.** 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. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

K. **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.

L. **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.

M. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

N. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

O. **Jury Waiver.** Each party to this Agreement hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

P. **Attorneys' Fees and Costs.** The parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly, from this Agreement.

Q. **No Representations and Construction.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements

Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program

made by the other party to this Agreement which are not specifically set forth in this Agreement, and that this Agreement is not to be construed against any party as it were the drafter of this Agreement.

R. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement 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.

S. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, their respective successors and permitted assigns, the Federal Government (and its pass-through entity, if applicable), any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

T. **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.

U. **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.

V. **Counterparts and Facsimile 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 transmission of signature pages to the other parties at the addresses set forth in this Agreement, 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 facsimile delivery.

W. **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.

X. **Conflicts.** The terms of the Federal Award and this Agreement shall control over any conflicting terms in any referenced agreement or document. Should conflict arise between the Federal Award and this Agreement – the more restrictive language shall prevail.

Y. **Written Modification.**

1. The cost of any changes, modifications, change orders, or and all constructive changes must be allowable, allocable, within the scope of the Federal Award, and reasonable for the completion of the *Scope of Work*. Accordingly, no modification of this Agreement shall be binding upon any party to this Agreement unless its rationale is clearly documented, it is reduced to writing, and it is signed by a duly authorized representative of each party to this Agreement.
2. By execution of this Agreement, the parties hereby agree that the contents of **Exhibit “L”** (“Required Information for Federal Subawards”) are excepted from this provision. The County may unilaterally make revisions to **Exhibit “L”** that shall be binding upon the parties to this Agreement, so long as those revisions are based on:
 - a. The Federal Award’s Notice of Award; or
 - b. An amendment or modification to the Federal Award or Notice of Award that is issued to the County by the Federal Awarding Agency (or the Federal Awarding Agency’s pass-through entity, if applicable).
3. The County shall provide such revision to **Exhibit “L”** to the Subrecipient in a timely fashion.

Z. **Entire Agreement.** This Agreement, and any documents incorporated in this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

*Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program*

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

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

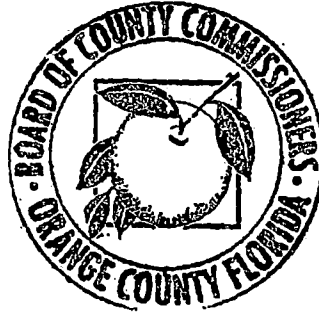
By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: JUN 23 2020

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

BY: *Kate Smith*
Deputy Clerk

Date: JUN 23 2020



[REMAINING SIGNATURES ON THE FOLLOWING PAGE]

HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.

BY: Catherine McManus
Catherine McManus

TITLE: President & CEO

Date: 5/27/2020

AND
Rita Chan
Board Chairman or Board Representative

STATE OF FLORIDA)
COUNTY OF ORANGE)

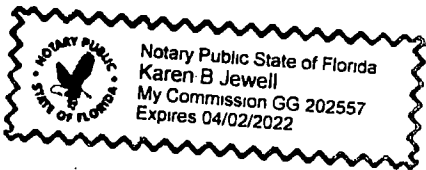
The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 27th day of May, 2020, by Catherine McManus, President & CEO, Habitat for Humanity Greater Orlando and Osceola County, Inc., a Florida not-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____, as identification.



Karen B. Jewell
Signature of Notary Public
Karen B. Jewell
Name Printed or Stamped:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 27th day of May, 2020, by Board Chairman or Board Representative of Habitat for Humanity Greater Orlando and Osceola County, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____, as identification.



Karen B. Jewell
Signature of Notary Public
Karen B. Jewell
Name Printed or Stamped:

**EXHIBIT B
SCOPE OF WORK**

OBJECTIVE(S): To build affordable housing, revitalize neighborhoods and strengthen communities.

PLANNED ACTIVITIES: The Agency will offer a Roof Replacement Program to qualified low to moderate-income individuals and households (up to 80% Area Median Income) to assist in replacing deteriorating roofs and preserving the existing affordable housing stock.

ANTICIPATED OUTPUTS/OUTCOMES: Through this program, the Agency will provide services to a minimum of twenty (20) unduplicated households during the period starting May 1, 2020 through September 30, 2021.

It is anticipated that the planned activity will result in the following outcomes:

1. 100% of program participants will experience an improved quality of life through living in a home with a safe, protective, and energy-efficient roof;
2. 100% of those program participants who are Elderly will be able to safely age in place as a result of a new roof.

CDBG Program Funds may not be used to pay for the same costs or funded during the same period by any other County funding and/or other federal sources.

TIMELINE: Projected activities are expected to be carried out during the period starting May 1, 2020 and ending September 30, 2021.

KEY RESPONSIBLE PERSONNEL: 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.

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.

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.

BILLING AND PAYMENTS: The Agency shall request periodic/monthly reimbursements from the County based on records supported by the source documentation and using **Exhibit "E"** (Reimbursement Invoice) form. The support documentation may include payments to vendors and other support documents and information. The Housing and Community Development staff shall review all source documentation and remit payments to the agency for all approved expenditures. No reimbursement will be made until all documentation has been received and approved.

The Agency is responsible for providing a copy of its updated insurance certificate(s) to Orange County and keeping its DUNS 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.

AGENCY RESPONSIBILITIES AND ADDITIONAL PROGRAM REQUIREMENTS: The agency shall confirm to the following program guidelines and requirements:

- **Program Marketing:** The Agency shall conduct program outreach to notify Orange County homeowners of the program availability, provide potential applicants with a Pre-Application Form and inform them of the program guidelines.
- **Eligibility of Program Participants:** The Agency shall confirm eligibility of program participants (Orange County residency, verification of income, or, if applicable, limited clientele eligibility) of each client seeking services that are provided under this Agreement. 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. The agency shall utilize a *Pre-Application Form* provided by the County to pre-qualify individuals and households for the Program. The final program eligibility will be determined by the Housing and Community Development Division staff.
- **Eligibility of Structures:** Owner-occupied homes built between 1970 and 2005 are eligible for participation in this program. Mobile homes are ineligible. Orange County Housing and Community Development Division will make a final determination of eligibility of structures built prior to 1978 based on the results of a lead-based testing.
- **Additional Documentation:** The Agency will provide a copy of all solicitation documents and subsequent agreements between the selected contractor and the approved homeowner to the County.
- **Completion of Work and Final Inspection:** The Agency is responsible for securing all necessary building permits, and it will conduct all inspections prior to submitting final reimbursement requests for each completed roof replacement to the County. The Agency is also required to obtain a *Certification of Final Inspection* and a *Homeowner's Satisfaction Note* for every completed roof replacement project.

The following documents are attached and available to the Agency to be used in implementing the Program:

- Pre-Application Form
- Certification of Final Inspection
- Homeowner's Satisfaction Note

**PRE-APPLICATION FORM
 ROOF REPLACEMENT PROGRAM**

Name: _____	Last Four Digits of Social Security #: _____
Address: _____	Do you own this home: Yes ___ No ___
_____	Mobile/Modular/Manufactured Home? Yes ___ No ___
Mailing: _____	Are you Disabled: Yes ___ No ___

Phone #: _____	

Family Composition: *(List everyone residing in your household)*

Name	Relationship	Last 4 digits of Social Security #	Date of Birth	Race	Sex
	Head				

Monthly GROSS INCOME: *(you must disclose all income)*

Employment	Head	Spouse	Other
Employment (incl. OT)	\$	\$	\$
Social Security			
SSI			
Pension			
V.A.			
Child Support/AFDC			
Other Source			
Total Gross Income	(A)	(B)	(C)

Official use only Total Annual Income (A+B+C)*12 _____

Brief Description of work/repairs needed: ROOF REPLACEMENT

****ATTACH PROOF OF INCOME FOR ALL HOUSEHOLD MEMBERS****

Applicant Signature: _____ Date: _____

**CERTIFICATION OF FINAL INSPECTION
ROOF REPLACEMENT PROGRAM**

Date:

TO Sherry Julien,
Program Manager

FROM: «Inspector», Inspector
Habitat for Humanity Greater Orlando and Osceola County, Inc.

CASE: «CaseNumber»

«OwnerName»
«OwnerAddress»
«OwnerCity», FL «OwnerZipCode»

I, «Inspector», hereby certify that all construction work at the above listed address has been
(Inspector)
satisfactorily completed in accordance with the specifications and construction contract entered into on
_____ between «Company» and «OwnerName».

This property meets Housing Quality Standards.

Inspector

**HOMEOWNER'S SATISFACTION NOTE
ROOF REPLACEMENT PROGRAM**

Homeowner(s): «OwnerName»
Address: «OwnerAddress», «OwnerCity» FL «OwnerZipCode»

I hereby certify that the work performed on my home at the above listed address has been satisfactorily completed as indicated in the specifications and accepted in accordance with the contract between this Homeowner(s) and the Contractor.

If any defect in the work is detected within the one (1) year guarantee period the Homeowner shall notify the Contractor as soon as the defect is detected. If the Contractor fails to respond within 48 hours, the Homeowner shall notify Habitat Office at _____.

NOTE: The above guarantee does not cover repairs as a result of lack of routine maintenance, over extended use, misuse, abuse, repairs or modifications performed by others or acts of God.

All routine maintenance and general upkeep are the responsibility of the homeowner.

Work Performed: Roof Replacement

Homeowner(s) _____

Date: _____

**EXHIBIT C
BUDGET**

Costs	Total Cost
Direct Costs – Construction and Repair Costs associated with the Roof Replacement Program	\$237,600
Indirect Cost – Administration (10%)	\$26,400
TOTAL BUDGET	\$264,000

PROGRAM/ACTIVITY: Habitat for Humanity Greater Orlando and Osceola County, Inc. will utilize CDBG funds to provide a Roof Replacement Program for low to moderate-income individuals and households, with an average replacement cost of \$10,000 per household.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide services to a minimum of **twenty (20)** unduplicated households. The estimated per roof cost is \$10,000; exceptions might be considered with the approval of the Manager of the Housing and Community Development Division.

**EXHIBIT D
 INCOME GUIDELINES**

**Gross Income
 2019 Area Median (Family) Income (AMI) in Orange County, Florida
 \$65,100**

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 50-80%
1	14,600	24,300	38,850
2	16,650	27,800	44,400
3	18,750	31,250	49,950
4	20,800	34,700	55,500
5	22,500	37,500	59,950
6	24,150	40,300	64,400
7	25,800	43,050	68,850
8	27,500	45,850	73,300

DEFINITIONS

LOW INCOME: Households whose incomes do not exceed eighty (80) percent 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 fifty (50) percent 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 percent of the median family income of the area, as determined by HUD with adjustments for smaller and larger families.

NOTE: The income levels are provided by HUD annually, and are subject to change. Data effective as of June 28, 2019.

EXHIBIT E
REIMBURSEMENT 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 report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

**EXHIBIT F
 ANNUAL PROGRAMMATIC REPORT**

Agency: _____ Year Ending: _____

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

SECTION 1: Total Program Participants served by the Facility	<u>Year-to-Date</u> 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	<u>Year-to-Date</u> 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
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 sub-contractors or casual labor exposure.

I hereby certify that 100% 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 terminates with 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 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:** _____

**EXHIBIT H
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 Habitat for Humanity Greater Orlando and Osceola County, Inc. knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the County Housing and Community Development Department and/or the HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. Habitat for Humanity Greater Orlando and Osceola County, Inc. will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

- A. Habitat for Humanity Greater Orlando and Osceola County, Inc. certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Habitat for Humanity Greater Orlando and Osceola County, 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. Habitat for Humanity Greater Orlando and Osceola County, Inc.’s 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).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

**HABITAT FOR HUMANITY GREATER ORLANDO
AND OSCEOLA COUNTY, INC.**

[Corporate Seal]

By: Catherine McManus

Date: 5/27/2020

EXHIBIT I
CERTIFICATION REGARDING POLICY
PROHIBITING USE OF EXCESSIVE FORCE

In accordance with section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act), the 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 Habitat for Humanity Greater Orlando and Osceola County, Inc. to adopt a policy regarding excessive force. It is included for informational purposes only.

EXHIBIT J
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 Habitat for Humanity Greater Orlando and Osceola County, Inc. 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.

**HABITAT FOR HUMANITY GREATER ORLANDO
AND OSCEOLA COUNTY, INC.**

[Corporate Seal]

By: Catherine McManus

Date: 5/27/2020

**EXHIBIT K
SECTION 3 CLAUSE**

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (“HUD”) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project Area and contracts for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual agreement or other disability which would prevent them from complying with these requirements.
- C. Habitat for Humanity Greater Orlando and Osceola County, Inc. will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- D. Habitat for Humanity Greater Orlando and Osceola County, Inc. will include this Section 3 Clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that Habitat for Humanity Greater Orlando and Osceola County, Inc. is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. Habitat for Humanity Greater Orlando and Osceola County, Inc. will not subcontract with any agency where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the agency has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

*Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program*

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its sub-recipients, and its successors, and assigns to those sanctions specified by the Loan Agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135, which include termination of this Agreement for default and debarment and suspension from future HUD-assisted contracts.

*Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc.
Subrecipient Agreement
Federal Award No. B-19-UC-12-0003
Roof Replacement Program*

EXHIBIT L

REQUIRED INFORMATION FOR FEDERAL SUBAWARDS (See: 2 CFR § 200.331(1)(a))		
(i)	Subrecipient Name:	Habitat for Humanity Greater Orlando and Osceola County, Inc.
(ii)	Subrecipient DUNS® Number:	803824945
(iii)	Federal Award Identification Number:	B-19-UC-12-0003
(iv)	Federal Award Date:	September 17, 2019
(v)	Subward Period of Performance Start and End Date	See Article IX, Section 1
(vi)	Amount of Federal Funds Obligated by this action by the passthrough entity to the subrecipient:	\$264,000
(vii)	Total Amount of Federal Funds Obligated to the subrecipient by the passthrough entity including the current obligation:	\$264,000
(viii)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:	\$0
(ix)	Federal award project description:	Provision of a Roof Replacement Program and associated affordable housing construction and repair activities to low and moderate-income individuals and households
(x)	(1) Federal awarding agency, (2) Passthrough entity, and (3) Contact information for awarding official of the passthrough entity:	(1) Housing and Urban Development (2) Orange County, Florida (3) Manager, Orange County Housing and Community Development. (407) 836 – 5150.
(xi)	CFDA Number and Name	14.218: Community Development Block Grants/Entitlement Grants
(xi)	Dollar amount made available to passthrough entity under Federal Award:	\$6,680,788
(xii)	Identification of whether the award is R&D:	No.
(xiii)	Indirect cost rate for the Federal award:	A de minimis indirect cost rate as defined in 2 CFR § 200.414.