



Interoffice Memorandum

March 19, 2018

AGENDA ITEM

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Lonnie C. Bell, Jr., Director *Lonnie C. Bell*
Family Services Department

CONTACT PERSON: Dianne Arnold, Manager
Citizen Resource and Outreach Division
407-836-7588

SUBJECT: Consent Agenda Item – April 10, 2018
Approval of Hurricane Maria Relief Contract between
Orange County and Heart of Florida United Way

Hurricane Maria made landfall in Puerto Rico on September 20, 2017, and caused catastrophic damage to the island. The Commonwealth of Puerto Rico was declared a major disaster area and Federal assistance was approved. On October 4, 2017, the State of Florida (Host-State) agreed to provide evacuation and/or sheltering assistance as provided for in the following documents, FEMA Public Assistance and Policy Guide FP 104-009-2/April 2017 and Standard Operating Procedure 9570.1 Direct Reimbursement for Host-State Evacuation and Sheltering Costs.

Based on the State of Florida (Host-State) agreement and the high number of evacuees expected to relocate to Central Florida with a need for temporary shelter and other services, the State of Florida quickly set up a Disaster Recovery Center (DRC) at Orlando International Airport as evacuees from Puerto Rico were expected to arrive within days and would need immediate assistance.

In an effort to expedite the provision of temporary shelter for the evacuees, the County coordinated with the Heart of Florida United Way to act as the County's agent for the limited purpose of providing temporary shelter and transportation for the evacuees.

The Heart of Florida was the only non-profit identified in the region with the capacity to quickly scale up, fund and manage the provision of temporary shelter and transportation to the thousands of evacuees from Puerto Rico that were anticipated to arrive at the DRC. There was no other potential contractor with their

structure or contacts in place that could quickly implement a temporary shelter program to meet the immediate needs of the evacuees. The sole source, non-competitive bid and selection for this project was in the best interest of the victims of Hurricane Maria. Delays in providing temporary shelter would have further traumatized the victims.

ACTION REQUESTED: Approval and execution of Hurricane Maria Temporary Shelter Agreement by and between Orange County and Heart of Florida United Way, Inc. regarding the provision of temporary shelter and transportation for evacuees of Hurricane Maria from Puerto Rico.

DA/jam

Attachments

c: Ajit Lalchandani, County Administrator
Randy Singh, Assistant County Administrator
Ron Plummer, Manager, Emergency Management
Dianne Arnold, Manager, Citizen Resource & Outreach Division

BCC Mtg. Date: April 10, 2018

**HURRICANE MARIA TEMPORARY SHELTER
AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into as of the date fully executed below, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“County”), and HEART OF FLORIDA UNITED WAY, INC., a Florida non-profit corporation (“United Way”), hereinafter collectively referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, on September 20, 2017, Hurricane Maria made landfall near Yabucoa, Puerto Rico as a Category 4 hurricane, catastrophically damaging the island; and

WHEREAS, President Trump declared a major disaster exists in the Commonwealth of Puerto Rico and ordered Federal assistance to supplement Commonwealth and other local recovery efforts in the areas affected by Hurricane Maria; and

WHEREAS, tens of thousands of residents of Puerto Rico displaced by Hurricane Maria have relocated to Florida; and

WHEREAS, many of the displaced Puerto Rican residents relocated to Central Florida with an immediate need for temporary shelter; and

WHEREAS, until the Federal Emergency Management Agency (“FEMA”) and the State of Florida (“State”) were able to provide necessary transitional shelter assistance to eligible residents of Puerto Rico, the County has been working with United Way to provide said assistance, and intends to seek reimbursement from FEMA at a later date; and

WHEREAS, the County desires to reimburse United Way for the temporary shelter expenses it has already incurred prior to December 1, 2017 to meet the immediate need of displaced Puerto Rican residents for temporary shelter, and to expressly authorize United Way, as the County’s agent, to continue to provide temporary shelter consistent with the terms and conditions of this Agreement; and

WHEREAS, the County and United Way desire to enter into this Agreement to set forth their mutual understanding of the terms and conditions applicable to United Way’s provision of temporary shelter as set forth herein.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the promises and covenants herein contained, the Parties hereby mutually agree as follows:

1. AUTHORIZATION AS AGENT OF COUNTY: The County hereby authorizes United Way to act as the County's agent for the limited purpose of providing temporary shelter and transportation, as authorized herein, to residents of Puerto Rico displaced by Hurricane Maria, and for no other purpose without the County's prior written consent, which may be withheld at the County's sole discretion. The authority granted United Way pursuant to this section shall be retroactive beginning on October 3, 2017.

2. TERM: This Agreement shall be for a term of one (1) year and may be renewed for additional one-year terms upon mutual, written agreement of the Parties, unless sooner terminated as provided herein. The County Administrator shall be authorized to approve any such renewal.

3. TERMINATION: Either party, with or without cause, shall have the right to terminate this Agreement upon thirty (30) days prior, written notice to the other party.

4. TEMPORARY SHELTER. United Way is authorized to provide temporary shelter to residents of Puerto Rico displaced to Central Florida by Hurricane Maria. United Way shall obtain the following information from each individual or household seeking temporary shelter:

- A. The individual's or household's FEMA registration or identification number;
- B. Pre-disaster primary residential address; and
- C. Contact phone number(s).

In addition, whenever possible, United Way shall obtain the following additional information:

- D. Name and date of birth of all individuals seeking assistance;
- E. Identification for all adults (photo identification, if available);
- F. Statement confirming that the individual or household is displaced from their pre-disaster primary residence as a result of the declared disaster; and
- G. Statement confirming the individual or household is unable to secure shelter through another source.

Temporary shelter authorized pursuant to this Agreement shall include the cost of hotel or motel room charges only and shall not include any other costs associated with hotel or motel rooms, including, but not limited to, amenities or incidental room charges for telephone calls, room service, entertainment, or food and beverages.

Temporary shelter authorized pursuant to this Agreement shall terminate at such time that an individual or household is rendered eligible to receive Transitional Shelter Assistance ("TSA")

from FEMA or at the end of the temporary shelter interval if an individual or household is approved by FEMA for rental assistance.

5. TRANSPORTATION: United Way is authorized to provide transportation services to individuals or households that have no other means of transport to the location of their temporary shelter or to other locations for shelter.

6. COUNTY TO REIMBURSE UNITED WAY: United Way shall be initially responsible for the out-of-pocket, up-front costs of providing temporary shelter and transportation authorized pursuant to this Agreement. The County shall reimburse United Way for the following:

A. All out-of-pocket temporary shelter and transportation expenses incurred prior to December 1, 2017.

B. All out-of-pocket temporary shelter and transportation expenses incurred on or after December 1, 2017 for (i) each individual or household waiting for FEMA eligibility determination; and (ii) each individual or household appealing a determination of FEMA ineligibility. Temporary shelter commencing on or after December 1, 2017 shall be for an initial period of two (2) days, and may be extended for additional two-day increments for each FEMA eligibility appeal, not to exceed seven (7) days. Temporary shelter provided beyond seven (7) days shall only be authorized for individuals or households demonstrating a special need for temporary shelter. Whether a special need for temporary shelter exists shall be jointly evaluated and determined by United Way and the County on a case-by-case basis taking into consideration each unique set of circumstances.

C. The expenses incurred to provide staffing at the Orlando International Airport Disaster Relief Center.

United Way shall periodically submit requests for reimbursement to the County along with any receipts and other records expressly identifying and itemizing the costs incurred. The costs incurred by United Way to staff the Disaster Relief Center shall be documented using a form substantially similar to the "Activity Log (ICS 214)," attached hereto as **Exhibit "A,"** and shall be accompanied by supporting payroll documentation in any request for reimbursement. The County shall reimburse United Way for documented expenses authorized herein no later than 60 days following its receipt of the request for reimbursement. The County shall have the right to inspect and audit United Way's records as they pertain to the services provided pursuant to this Agreement during regular business hours upon 24 hours advance notice to United Way.

7. INSURANCE: United Way shall procure and 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 herein. These requirements, as well as the County's review or acceptance of insurance maintained by United Way is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by United Way under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

Commercial General Liability – United Way 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 \$1,000,000 (one million dollars) per occurrence for bodily injury or property damage, including damage to leased/rented premises and personal and advertising injury, and shall cover occurrences in or on any part of the Property and appurtenant lands. United Way further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

Prior to commencement of this Agreement, United Way shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, United Way shall also provide a blanket or specific Additional Insured Endorsement and all Waiver of Subrogation or Waiver of Transfer of Rights of Recovery endorsements for each policy as required above. The certificates shall clearly indicate that United Way has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. United Way shall notify the County within thirty (30) days of any material change in or cancellation/non-renewal of insurance coverage. United Way shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County five (5) business days prior to the effective date of the replacement policy(ies). It shall be the responsibility of United Way to ensure that coverage is bound and maintained for itself and its contractors for the term of this Agreement.

The certificate holder shall read: Orange County Board of County Commissioners
c/o Family Services Department

8. ASSIGNMENT AND SUBLETTING: United Way agrees not to assign or in any manner transfer this Agreement without the prior, written consent of the County.

9. INDEMNIFICATION & LIABILITY: To the fullest extent permitted by law, United Way shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of United Way or its sub-Vendors/sub-Contractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

10. OBSERVANCE OF LAWS: United Way agrees to observe and comply with all local, State and Federal laws, rules, requirements, orders, directives, codes, ordinances, and regulations.

11. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of Florida. Any changes in applicable laws which govern this Agreement will necessitate a change in terms and conditions which may be affected thereby, at the time such changes may arise.

12. NOTICES: All notices, correspondence, and insurance certificates shall be forwarded to the County at the following address:

Manager
Orange County Citizen Resource & Outreach Division
Family Services Department
2100 E. Michigan Street, 2nd Floor
Orlando, FL 32806

With a copy to:
Orange County Attorney
P.O. Box 1393
Orlando, FL 32802

until United Way is notified otherwise in writing; and all notices given to the County hereunder shall be forwarded to the County at the foregoing address, by registered or certified mail, return receipt requested, until United Way is notified otherwise in writing. All notices given to United Way hereunder shall be forwarded to the following address:

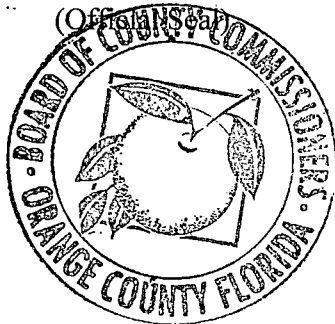
Heart of Florida United Way, Inc.
Attn: Jeffery J. Hayward, President
1940 Traylor Blvd.
Orlando, FL 32804

by registered or certified mail, return receipt requested, until County is notified otherwise in writing.

13. ENTIRE AGREEMENT: This Agreement and the attached exhibits constitute the entire Agreement between the Parties with respect to the subject matter hereof. No prior written, contemporaneous or subsequent oral promises or representations shall be binding. This Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the Parties hereto, in the same manner as executed herein.

14. SOVEREIGN IMMUNITY: Notwithstanding any other provision of this Agreement, nothing contained herein shall be construed as a waiver or attempt at a waiver of the County's sovereign immunity pursuant to section 768.28, Florida Statutes, or other limitations imposed on the County's potential liability under state or federal law.

IN WITNESS WHEREOF, the Parties have hereunto set their own hand and seals as of the dates set forth below their respective signatures.



COUNTY:
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Teresa Jacobs
Teresa Jacobs
Orange County Mayor

Date: 4.10.18

ATTEST: Phil Diamond, CPA, County Comptroller,
As Clerk to the Board

By: Katie Smith
Deputy Clerk **Katie Smith**

Printed Name

ATTEST/WITNESS:

UNITED WAY:
HEART OF FLORIDA UNITED WAY,
INC.

By: Joan Nelson

Print Name: Joan Nelson, Sr. VP

By: Jill Greig

Print Name: Jill Greig, Sr. VP + CFO

By: 

Print Name: Jeffery J. Hayward

Title: President and Chief Executive Officer

Date: February 5, 2018

