



Interoffice Memorandum

AGENDA ITEM

June 11, 2019

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: July 2, 2019 – Consent Item
Funding Agreement – Grand Avenue Economic Community
Development Corp.

In 2015, Orange County allocated general revenue funds for its INVEST initiative with a portion of funds dedicated to assisting entities in the development of affordable housing for low-income families. Grand Avenue Economic Community Development Corp. (GAEDC), a non-profit agency providing permanent housing and economic opportunities for low-income and homeless individuals, submitted a proposal to the County requesting funds to pay for pre-development costs. The sites are owned by GAEDC and are located behind the Maxwell Garden apartment complex in Orlando.

The funding agreement is to utilize general revenue funds to perform all necessary pre-development work on two parcels of land to construct three single-family affordable rental units. The units will be used as permanent rental housing for qualified, low-income, and very low-income individuals and households. The agreement has been reviewed by the County Attorney's Office as to form.

ACTION REQUESTED: Approval and execution of Funding Agreement between Orange County, Florida and Grand Avenue Economic Community Development Corp. for the specific purpose of providing pre-development funds for low-income homes in the amount \$75,000. District 3

JVW:MG:ER
Attachment

FUNDING AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.

for the specific purpose of

PROVIDING PRE-DEVELOPMENT FUNDS FOR LOW-INCOME HOMES

THIS FUNDING AGREEMENT (the “Agreement”) is by and between **ORANGE COUNTY, FLORIDA** (the “County”), a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Housing and Community Development Division (“Housing”), and Grand Avenue Economic Community Development Corp., a not-for-profit corporation organized under the laws of the State of Florida, with its principal office located at 3200 West Colonial Drive, Orlando, Florida 32808 (the “Agency”). The County and the Agency may be referred to individually as “party” or collectively as “parties.”

RECITALS

WHEREAS, the County has allocated general funds for its INVEST initiative (the “Funds”) to assist entities in the development of affordable housing for low-income families; and

WHEREAS, Housing has been designated by the County for the receipt and use of these Funds to develop affordable housing for low-income families; and

WHEREAS, the Agency is a not-for-profit corporation providing permanent housing and economic opportunities for low-income and homeless individuals; and

WHEREAS, the Agency intends to construct rental housing units at a currently vacant site located at 1229 41st Street, Orlando, Florida 32839 and Palma Drive, Orlando, Florida 32805 (the “Property”), as described in the “Legal Description of Property” attached to this Agreement as **Exhibit “A”**; and

WHEREAS, the Agency submitted a proposal to the County requesting seventy-five thousand dollars (\$75,000) from the Funds to pay for the pre-development costs associated with the construction of units intended to provide affordable rental housing at the Property for low-income and very low-income individuals and families (the “Project”), as described in the “Scope of Work” attached to this Agreement as **Exhibit “B”**; and

WHEREAS, the County desires to enter into this Agreement with the Agency to pay the Agency an amount not to exceed seventy-five thousand dollars (\$75,000) to be used for the pre-development construction costs for the Property; and

WHEREAS, the County acknowledges the importance of affordable housing as a valid public purpose and has agreed to assist the Agency with the Project.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions set forth, the parties agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and form a material part of this Agreement.

Section 2. **Documents.**

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

1. This Agreement;
2. **Exhibit “A”**: Legal Description of Property;
3. **Exhibit “B”**: Scope of Work;
4. **Exhibit “C”**: Project Budget;
5. **Exhibit “D”**: Reimbursement Invoice;
6. **Exhibit “E”**: Leased Employee Affidavit;
7. **Exhibit “F”**: Blanket Additional Insured Endorsement;
8. **Exhibit “G”**: Specific Additional Insured Endorsement;
9. **Exhibit “H”**: Waiver of Subrogation; and
10. **Exhibit “I”**: Waiver of Rights of Recovery.

Section 3. **Definitions.** For purposes of this Agreement, the following definitions shall be applicable throughout, except in those instances where the context requires otherwise:

A. ***Very Low-Income Household*** shall mean an individual or family whose income does not exceed fifty percent (50%) of Orlando’s Area Median Income (“AMI”) published annually by the U.S. Department of Housing and Urban Development (“HUD”), distributed by the Florida Housing Finance Corporation (“FHFC”), and adjusted for family size.

B. ***Low-Income Household*** shall mean an individual or family whose income does not exceed eighty percent (80%) of Orlando’s AMI published annually by HUD, distributed by FHFC, and adjusted for family size.

C. ***Project Completion*** shall mean completion of pre-development work on the Property necessary prior to the commencement of permitting for the construction activities, as described in this Agreement’s Scope of Work.

D. **Unavoidable Delays** shall mean delays due to strikes, blackouts, acts of God, failure or inability to secure approvals by reason of priority or similar regulation or order of any governmental authority, enemy action, civil disturbance, fire, or inclement weather which results in a local declaration of emergency under state law.

Section 4. Description of Project. A description of the Project is provided in the “Scope of Work” that is attached to this Agreement as **Exhibit “B.”**

Section 5. Payment and Funds.

A. The County has designated a total amount not to exceed seventy-five thousand dollars (\$75,000) from the general funds for the INVEST initiative solely for the cost of pre-development activities related to the site development of the Property described in **Exhibit “A.”** The Agency will act as the sole developer and adhere to the Scope of Work and Project Budget outlined in **Exhibit “B”** and **Exhibit “C,”** respectively. The County shall have no obligation to make any payment to the Agency from any sources other than those provided for by this Agreement.

B. The Agency shall provide a completed invoice for each request for reimbursement using the “Reimbursement Invoice” form attached to this Agreement as **Exhibit “D.”** County funding proposed under this Agreement shall be on a reimbursement basis not to exceed the maximum allocated amount and consistent with the Project Budget.

C. In addition to a cover memorandum, supporting documentation required for processing Reimbursement Invoices shall include:

1. Documentation supporting the completion of services (i.e. material and labor costs);
2. Accounting records supported by documentation (e.g. copies of issued checks, invoices, payroll and time sheets); and
3. Any other documentation requested by the County.

D. Each Reimbursement Invoice shall be completed in its entirety. Any Reimbursement Invoice that is incomplete or which fails to include the required supporting documentation shall be deemed incomplete and may be rejected.

E. The County will not provide reimbursement for any costs or expenses that have not already been paid by the Agency and cannot be shown to have already been paid by the Agency.

F. Completed Reimbursement Invoices and supporting documentation shall be submitted to the Housing and Community Development Division Manager at 525 East South Street, Orlando, Florida 32801.

G. Upon review and approval of a payment request, the County will submit a payment request to the Orange County Comptroller's Office ("Comptroller") for processing.

H. The County reserves the right to withhold payment or deny a payment request related to the Project in the event that a request is deemed by the County to be insufficiently documented, representative of unsatisfactory work, or otherwise as a result of the Agency's failure to comply with the terms and conditions of this Agreement.

I. The Agency shall repay the County any funds paid in error to the Agency under the terms of this Agreement. The County reserves the right to reduce future payments due to the Agency by the amount owed to the County that is not repaid within ninety (90) days after a County request for repayment.

Section 6. Completion Date and Extensions.

A. The Project shall be completed no later than December 31, 2020 ("Completion Date").

B. Upon written agreement of the parties, the Completion Date may be extended for Unavoidable Delays for an amount of time not to exceed ninety (90) cumulative days ("Extension Period"). If the parties agree in writing before the end of the Extension Period that more time is needed due to Unavoidable Delays, then the Completion Date may be extended for an amount of time to be determined by the Manger of the Housing and Community Development Division. All such requests for extension shall be submitted to the Manager of the Housing and Community Development Division for approval. Approval for extensions shall be granted at the sole discretion of the Housing and Community Development Division.

C. The County shall retain the right to be fully informed of all pre-development issues associated with the Project that may result in a change in the Completion Date, contract amount, or in the Scope of Work. In no event shall the Completion Date be changed or otherwise modified beyond term of this Agreement without prior written approval by the County.

Section 7. Term and Termination.

A. This Agreement shall take effect upon execution by all parties ("Effective Date") and shall terminate two (2) years after the Effective Date.

B. **Termination for Cause.** The County may terminate the whole or any part of this Agreement for cause twenty-four (24) hours after providing written notice to the Agency of the County's intent to terminate, if:

1. The Agency fails to comply with the terms and conditions of this Agreement; or
2. The Agency is unable to perform under this Agreement for any reason including unavailability of funds to finance all or part of the project; or

3. The Agency materially breaches of any term of this Agreement as determined at the sole discretion of the County.

C. **Opportunity to Cure.** The County may, at its sole discretion, provide the Agency with a Notice to Cure a breach of this Agreement. If the Agency fails to cure the breach to the County's satisfaction within the time provided in the Notice to Cure, the County may terminate this Agreement for cause.

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

1. Stop working under this Agreement on the date of receipt and to the extent specified in the notice of termination, and continue the performance of this Agreement to the extent not terminated under the provisions of the Termination section of this Agreement;
2. Place no further orders of subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;
3. Incur no further costs to the extent that such costs relate to the terminated provisions of this Agreement;
4. Transfer to the County any funds on hand at the time of termination and any accounts receivable attributable to the use of County funds;
5. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and
6. Take any other actions as reasonably directed in writing by the County.

E. The County shall have the right to terminate all approvals, obligations and acceptances granted by this Agreement in the event the Agency fails to comply with any of the terms and conditions of this Agreement.

F. In addition to any of the remedies contained in this Agreement, in the event of a breach of a covenant or a condition of this Agreement, the County may avail itself of any remedy available at law or in equity.

G. Waiver by the County of breach by the Agency of any provisions of this Agreement shall not be deemed to be a waiver of any other provisions or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

Section 8. Indemnity, Sovereign Immunity, Liability, and Independent Contractor.

A. **Indemnity.** The Agency agrees to indemnify the County as set forth in this section:

1. If the Agency **is not** the state of Florida or an Agency or subdivision of the state of Florida that is covered under the sovereign immunity protections of Section 768.28, Florida Statutes, then, to the fullest extent permitted by law, the Agency 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, costs, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. Subject to the foregoing, each party shall be liable for any negligent act or omission by its officers, directors, agents, or employees and shall indemnify, defend, and hold harmless the other party and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising solely from such negligent act or omission. It is agreed by the parties that specific consideration has been paid under this Agreement for this provision.
2. If the Agency **is** the state of Florida or an Agency or subdivision of the state of Florida that is covered under the sovereign immunity protections of Section 768.28, Florida Statutes, then 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) attributable to its negligent acts or omissions, or those of its 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.

B. **No Waiver of Sovereign Immunity.** Nothing contained in any provision of this Agreement shall constitute or be construed or interpreted as a waiver by the County, or any state agency or subdivision as defined in Section 768.28(2), of its sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

C. **Liability.** The County shall not be responsible to the Agency 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.** The parties agree that the relationship between the County and the Agency that is established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any employment relationship between the County or

any of its employees and the Agency or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

Section 9. Insurance.

A. The Agency agrees to maintain, on a primary basis and at its sole expense, the types of insurance coverage with limits and on forms (including endorsements) as described in the Insurance section of this Agreement. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Agency under this Agreement.

B. The Agency shall require and ensure that each of its contractors, sub-contractors and consultants providing services under this Agreement (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in the Insurance section of this Agreement.

C. Insurance carriers providing coverage required by this Agreement 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.

D. Required Coverage

1. **Workers' Compensation** – the Agency 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 Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. Elective exemptions as defined in Florida Statutes Chapter 440 will be considered on a case-by-case basis. Any agency or vendor using an employee leasing company shall complete the "Leased Employee Affidavit" attached to this Agreement as **Exhibit "E."**
2. **Commercial General Liability** – the Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. The Agency 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.
3. **Business Automobile Liability** – the Agency shall maintain coverage for all owned, non-owned, and hired vehicles issued on the recent version of the 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 Agency does not own automobiles, the Agency 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.

4. **Professional Liability (if applicable)** – the Agency shall require architecture and engineering companies providing professional services to maintain professional liability (errors and omissions or medical malpractice) coverage with limits of not less than \$1,000,000 per occurrence.

E. When a self-insured retention or deductible exceeds \$100,000, the County reserves the right to request a copy of the Agency’s most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, not renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

F. By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or waiver of transfer of rights of recovery, in favor of the County for the workers’ compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Agency to enter into a pre-loss Agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

G. The Agency agrees that the County should be declared as an Additional Insured with a CG 2010 Additional Insured, or its equivalent to all commercial general liability policies called for in this Agreement. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

H. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval, which County may decline to approve in the County’s sole discretion.

I. Prior to execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificates of insurance, the Agency shall provide a Blanket Additional Insured Endorsement (**Exhibit “F”**), or Specific Additional Insured Endorsement (**Exhibit “G”**) and a Waiver of Subrogation (**Exhibit “H”**), or Waiver of Transfer of Rights of Recovery (**Exhibit “I”**) endorsements for each policy as required above. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this 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, Florida
Procurement Division
400 E. South Street
Orlando, Florida 32801

J. If there are any claims for damages attributable to the negligence, errors or omissions of the Agency, their contractors, subcontractors, agents or employees while providing the services called for in this Agreement, it is understood and agreed that the Agency shall defend, indemnify and hold harmless the County from any and all losses, costs, liability, damages and expenses arising out of such claims or litigation asserted as a result hereof. However, the Agency shall not be responsible for acts or omissions of the County, its agents, or employees that result in bodily injury to persons or property.

Section 10. Record Management and Reports.

A. **Record Management.** The Agency acknowledged that the Agency, and any and all of its subcontractors providing services, or otherwise performing, pursuant to this Agreement, shall abide by the requirements of this “Record Management” provision.

1. **Maintenance.** In the performance of this Agreement, the Agency shall establish and maintain separate books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting and record maintenance procedures.
2. **Retention.** Books, records, and accounts related to the performance of this Agreement must be open to inspection during regular business hours by an authorized representative of the County and must be retained by the Agency for a period of five (5) years after termination of this Agreement. In the event of litigation, claim, or audit findings, the record retention period will be five (5) years from the time of resolution of the litigation, claim, or audit findings.
3. **Access.** Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County.
4. **Public Records.** All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books, records, and accounts created by the Agency, or provided to the Agency pursuant to this Agreement, are public records and the Agency agrees to assist the County in compliance with any request for such public records made in accordance with Chapter 119, Florida Statutes.

B. **Bi-Monthly Status Report.** During the pre-development work on the Project, the Agency shall provide a bi-monthly status report to the County concerning the progress made on the Project. The Agency shall submit this report to the County on the fifteenth (15th) of every

other month following the period being reported. The information provided in the report should be a narrative summary of progress made by the Agency toward the completion of the Project.

Section 11. Right to Audit.

A. The County, the Orange County Comptroller (the “Comptroller”), or their respective designees, shall have the right to audit all the Agency’s records created pursuant to, or in any way or related to, this Agreement. This includes but is in no way limited to, the right to audit any and all funds that may be disbursed under this Agreement. The County and the Comptroller shall have full access to all relevant Agency records, documents, and information that are necessary to perform this audit – whether such records, documents, and information are on paper or electronic media.

Section 12. Suspension and Debarment. The County shall have the right to terminate all approvals, acceptances and financial assistance obligations granted by this Agreement in the event the Agency is debarred or suspended from participation in any federal, state or local program.

Section 13. Equal Opportunity and Fair Housing.

A. **Equal Opportunity and Nondiscrimination Policy.** Pursuant to Section 17-288, Orange County Code, the County shall not extend public funds or resources in a manner that would encourage, perpetuate or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County’s “Equal Opportunity and Nondiscrimination Policy,” which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. This policy is enforced by Section 17-314, Orange County Code, and the County’s relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County’s commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:

1. The Agency represents that the Agency has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this Agreement.
2. The Agency agrees that, on written request, the Agency shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Agency shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Agency agrees that, if any of the obligations of this Agreement are to be performed by subcontractor(s), the provisions of subsections (1) and (2) of this

section shall be incorporated into and become a part of the subcontract.

B. Recipients of funding from the INVEST initiative shall not discriminate against any person or family on the grounds of race, color, national origin, religion, familial status, sex, sexual orientation, or disability. The Agency shall comply with Human Rights Ordinance Chapter 22 of the Orange County Code.

C. **Fair Housing.** The Agency shall comply with Affirmative Marketing and Minority Outreach as set forth in Human Rights Ordinance Chapter 22, Article IV Fair Housing of the Orange County Code and abide by the following:

1. The Agency shall provide rental information and attract eligible persons in the housing market area without regard to race, color, national origin, religion, sex, sexual orientation or disability; and
2. The Agency shall employ the Equal Housing Opportunity slogan, logo or statement in all solicitations for tenants, and posters with the logo will be prominently displayed at the Project.
3. The Agency shall maintain records of its affirmative marketing efforts and keep them available for review by Housing's staff.
4. The Agency shall assess the success of its affirmative action efforts and, when applicable, undertake all necessary corrective actions as mandated by the County, when affirmative marketing requirements are not met.

Section 14. Scrutinized Companies.

A. By executing this Agreement, the Agency certifies that pursuant to Section 287.135, Florida Statutes, it is eligible to contract with the County for goods and services because: (1) it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and (2) it is not engaged in a boycott of Israel.

B. The County reserves the right to cancel this Agreement immediately should the Agency be found to: (A) have falsified this certification of eligibility to contract with the County for goods and services pursuant to Section 287.135, Florida Statutes; or (B) have become ineligible to contract with the County for goods or services pursuant to Section 287.135, Florida Statutes, subsequent to receiving Order(s) pursuant to this Agreement.

C. Should this Agreement be terminated pursuant to this provision's subparagraph 2(B) above, the Agency shall be paid only for the goods and services received and accepted by the County prior to such termination. No other damages, fees, or costs may be assessed against the County for its termination of Order(s) pursuant to this provision and the County reserves the right to pursue any and all applicable and available legal remedies against the Agency for a violation of Section 287.135, Florida Statutes.

Section 15. Notices. All notices under this Agreement must be in writing and delivered by hand delivery, express courier, or United States Postal Service certified mail with return receipt requested, and will be effective upon receipt of the same. Notices must be delivered to each of the parties at the following addresses or at such other address as specified by written notice in compliance with the terms of this paragraph:

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

AND

Orange County Administrator
201 South Rosalind Avenue
Orlando, FL 32801

As to Agency: President
Grand Avenue Economic Community Development Corp.
3200 W. Colonial Drive
Orlando, Florida 32808

Section 16. Compliance with Laws.

A. The Agency has committed to use its best efforts to achieve and maintain the Professional Services and Construction Services goals stated in Orange County Ordinance No. 94-02 and amended by No. 2009-21: twenty-seven percent (27%) and twenty-five percent (25%), M/WBE respectively.

B. The Agency shall not discriminate on the basis of age under the Age Discrimination Act of 1975 codified in 42 U.S.C. Section 6101, et. seq. and the implementing regulations contained in 24 CFR Part 146, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations.

C. The Agency shall comply with 24 CFR Section 570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the applicable provisions of the Equal Employment Opportunity Act. Any contracts entered into by the Agency shall include a provision for requiring compliance with these regulations and will, in all solicitations or advertisements for employees' state it is an Equal Opportunity/Affirmative Action employer. The Agency shall keep records and documentation demonstrating compliance with these regulations.

D. The Agency shall comply with the Architectural Barriers Act of 1968 in 42 U.S.C. Sections 4151-57, the Uniform Federal Accessibility Standards, as set forth in 24 CFR Section 570.614, the Americans with Disabilities Act of 1990 codified in 42 U.S.C. Section 12131, and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records demonstrating compliance with these regulations.

E. In the procurement of supplies, equipment, construction and services, the Agency shall comply with the conflict of interest rules in 24 CFR Section 84.42. The Agency shall comply with the conflict of interest provisions contained in 24 CFR Section 570.611 for those cases not governed by 24 CFR Section 84.42. Such cases include the acquisition and disposition of real property and the provision of assistance by the Agency to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. rehabilitation).

F. The Agency shall provide a drug-free workplace. The Agency shall comply with the Drug-Free Workplace Act of 1988 and implement regulations in 24 CFR Part 21 regarding maintenance of a drug-free workplace.

G. The Agency shall comply with the requirements set forth in 24 CFR Section 570.613 regarding eligibility restrictions for certain resident aliens.

H. The Agency shall comply with the debarment and suspension requirements set forth in 24 CFR Part 5 and 2 CFR Part 2424. The Agency shall not enter into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which is made a part of this Agreement by reference. In the event the Agency has entered into a contract or subcontract with a debarred or suspended party, no Project Loan funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. The Agency shall keep copies of the debarment and suspension certifications required by 2 CFR Part 2424, and will be provided to the County upon request.

I. The Agency agrees to comply with all applicable laws of the State of Florida and Orange County Code. In particular, the Agency shall comply with all applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.

J. The Agency shall comply with all applicable safety laws ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss.

Section 17. General Terms.

A. **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. The parties deem the services to be rendered pursuant to this Agreement to be personal in nature.

B. **Contingency Fees.** The Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Agency to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Agency, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

C. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

D. **Use of County Logo.** The Agency is prohibited from use of any and all County emblems, logos, or identifiers without written permission from the County, as per Section 2-3, Orange County Code.

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

F. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party by agreeing to this Agreement submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit 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 will be in the Orlando Division of the United States Middle District of Florida.

G. **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.

H. **Attorney's Fees and Costs.** The indemnity provision of this Agreement excepted, 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.

I. **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.

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

K. **Construction; No Representations.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement. Additionally, 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.

L. **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.

M. **Remedies.** No remedy in this Agreement conferred upon any party 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 under this Agreement or now or after termination of this Agreement existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, powers, or remedies under this Agreement shall preclude any other or further exercise of any rights powers or remedies.

N. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

O. **Authority of 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 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.

P. **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Q. **Compliance with Laws.** It shall be each party's responsibility to be aware of federal, state and local laws relevant to this Agreement. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or license necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

R. **Licenses and Permits.** The Agency, by this Agreement, represents and warrants that it has and will continue to maintain all licenses, permits, and approvals that are required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses, permits, and approvals shall be submitted to the County upon request.

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

[SIGNATURES ON FOLLOWING PAGE]

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



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

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

Date: 2 July 2019

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

By: *Craig A. Stosya*
for Deputy Clerk

Date: JUL 02 2019

GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.

BY: *Helaine Blum*
Helaine Blum
President

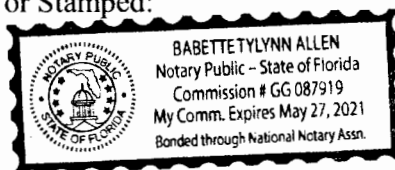
Date: 5/21/2019

STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me on the 21st day of May, 2019 by Helaine Blum, President, Grand Avenue Economic Community Development Corp., a Florida not-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____, as identification.

Babette Tylynn Allen
Signature of Notary Public

BABETTE ALLEN
Name Printed or Stamped:



**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

Project Address: 1229 41st Street
Orlando, FL 32839
&
Palma Drive
Orlando, FL 32805

Parcel IDs: 10-23-29-0000-00-070
&
11-23-29-0000-00-072

Acreage: 2.95 acres (+/-)
&
3.51 acres (+/-)

Legal Description:

BEG 30 FT N OF E 1/4 COR, RUN W 669.33 FT, TH N51-22-30E 320.39 FT, TH E TO E
LINE OF SEC, TH S TO POB & VAC R/W ON S PER OR 967/608, OR1421/757 IN SEC 10-
23-29

&

S 230 FT OF SW1/4 OF SW1/4 OF NW1/4 OF SEC 11-23-29

**EXHIBIT B
SCOPE OF WORK**

The Project consists of the Agency performing all necessary pre-development work required to construct three (3) single-family, affordable, rental units on two parcels of land owned by the Agency. The units to be constructed on the property as a result of the Agency's pre-development work are to be used as permanent, affordable, rental housing for qualified low-income and very low-income individuals and households.

The Agency shall utilize architects, land planners, engineers, and other professionals to develop preliminary and final construction plans, drawings, and specifications that are necessary for the site development of the Property. The Agency shall ensure that all plans and specifications are permitted by the appropriate government jurisdictions.

The Agency shall obtain development approvals for the Property, which might include necessary future land use or zoning changes, and necessary government permits for the construction of three (3) single-family rental units on the Property.

The Project will be deemed complete upon the Agency fulfilling its requirements under this Agreement, and the Agency's creation and submittal of a site development plan or preliminary subdivision plan for the Property to the County. The site plan must be submitted as part of the final request for reimbursement.

The project site is located behind the Maxwell Garden apartment complex, as described in **Exhibit "A"** attached to this Agreement, which is owned by the Agency. Maxwell Garden consists of 180 rental units, and it provides permanent housing and services to very low-income and previously homeless individuals.

Agreement No. _____

**EXHIBIT C
PROJECT BUDGET**

Pre-development Costs \$75,000

TOTAL **\$75,000**

Agreement No. _____

**EXHIBIT D
REIMBURSEMENT INVOICE**

INVOICE NUMBER _____

MONTH _____

Name of Agency: _____

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 E
LEASED EMPLOYEE AFFIDAVIT**

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

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

I further agree to notify the County 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 through the employee leasing arrangement specified below:

Name of Employee Leasing Company: Inspirity, Inc.

Workers' Compensation Carrier: Indemnity Insurance Co. of North America

A.M. Best Rating of Carrier: A++

Inception Date of Leasing Arrangement: 7/1/2007

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: Grand Avenue Economic Comm. Development Corp.

Signature of Owner/Officer: Heleni Olsen, President

Title: President

Date: 5/21/2019

**EXHIBIT F
BLANKET ADDITIONAL INSURED ENDORSEMENT**

COMMERCIAL GENERAL LIABILITY
CC 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insureds under the Professional Liability section of this policy (already Included under the GL by form #86571).</i>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OP SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS;
information required to complete this Schedule, if not shown above, will be shown in the Declarations

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by you or rented by you.

**EXHIBIT G
SPECIFIC ADDITIONAL INSURED ENDORSEMENT**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY 201 S ROSALIND AVE ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**EXHIBIT H
WAIVER OF SUBROGATION**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13

**2nd Reprint
Advisory**

Effective April 1, 1984

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

© 1983 National Council on Compensation Insurance, Inc.

© NCCI Holdings, Inc.

**EXHIBIT I
WAIVER OF RIGHTS OF RECOVERY**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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