PROJECT ADMINISTRATION SUBRECIPIENT AGREEMENT (#2025-11-03)

between

ORANGE COUNTY, FLORIDA

and

HARBOR HOUSE OF CENTRAL FLORIDA, INC.

regarding

THE EMERGENCY SOLUTIONS GRANT ("ESG") PROGRAM

FY 2025-2026

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

RECITALS

WHEREAS, the County is a federal recipient of Emergency Solutions Grant (**"ESG"**) Program funding as provided by the U.S. Department of Housing and Urban Development (**"HUD"**) pursuant to the McKinney-Vento Homeless Assistance Act as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, P.L. 111-22 (the **"HEARTH Act"**);

WHEREAS, as an ESG funding recipient, the County fulfills the ESG Program's Goal of assisting homeless individuals and families by issuing federal subawards (**"Subaward(s)"**) to community agencies that are able to operate ESG-eligible shelter and supportive services projects for the County's homeless population;

WHEREAS, the Agency is a private not-for-profit corporation with experience in providing the ESG funding eligible services (**"Services"**) described in the *Scope of Services* attached to this Agreement as **"Exhibit C"** (hereafter referred to as the **"Project"**), which the County finds to serve a valid public purpose that fulfills the purposes and policies of the HEARTH Act and the ESG Program; and

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

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

ARTICLE I - RECITALS

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

ARTICLE II – ESG PROGRAM OBJECTIVES AND APPLICABLE FEDERAL REQUIREMENTS

Section 1. Compliance with ESG Program Objectives. The ESG Program's funding objectives are as follows: **(a)** engage homeless individuals and families living on the street; **(b)** improve the number and quality of emergency shelters for homeless individuals and families; **(c)** help operate these homeless shelters; **(d)** provide essential services to homeless shelter residents; **(e)** rapidly re-house homeless individuals and families; and **(f)** prevent families and individuals from becoming homeless.

Section 2. Special Requirements for FY 2025 ESG Program

Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations. Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR Part 576, youth aged 24 and under who seek assistance (including shelter, services, or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR § 576.2 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by a youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for the purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

Section 3. Applicable Federal Requirements

2.1 This Agreement is funded pursuant to **Federal Award Identification Number: E-25-UC-12-0003**, **CFDA: 14.231** and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related services.

2.2 The Agency shall comply with the regulations found in 24 CFR Part 576 (**"Emergency Solutions Grants Program"**), with details of HUD requirements concerning ESG as expanded by HUD's ESG directives, with the Code of Federal Regulations Title 2, Part 200 (**"Uniform Administrative Requirements"**), all federal regulations and policies issued pursuant to these regulations, and any other relevant or related federal directive or applicable laws (collectively, **"Applicable Federal Law(s)"**).

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

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

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

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

ARTICLE III – USE OF SUBAWARD

Section 1. Use of Subaward Funds

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

1.2 The Agency shall complete all Project Services contemplated under this Agreement no later than the

"Project Deadline" indicated on the *Scope of Services*. Any request to extend the Project Deadline shall be in writing and submitted to the County no less than 45 days prior to the established Project Deadline.

1.3 The Agency shall utilize ESG Funds to provide the Services only to those individuals that meet the ESG Program's eligibility requirements as standardized by the County (**"Clients"**).

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

1.5 Funds associated with this federal award may not be used for cost sharing or matching requirements of other federal grants unless specifically allowed. ESG Subaward Funds shall be expended only for those costs associated with the implementation and provision of those Project activities identified in the County-approved *Budget,* a copy of which is attached as **"Exhibit B"**.

1.6 **Authority to Practice.** The Agency hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to meet the Agency's obligations under the *Scope of Services*, and the Agency will at all times conduct the Agency's business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request. Any failure by the County to request such proof shall in no manner be construed as alleviating the Agency's obligations pursuant to this paragraph, nor shall it be construed as shifting any liability for failure to request such proof onto the County.

<u>Section 2. Performance Requirements</u>

2.1 The Agency shall provide matching funds equal to the amount of the Subaward, and shall use ESG Program Funds and matching funds to conduct eligible Project activities, as determined by the County and as necessary or appropriate to accomplish established goals within the County.

2.2 The Agency must maintain and follow written standards for providing ESG assistance and must consistently apply those standards for all Clients as required by 24 CFR § 576.400(e) (**"Written standards for providing ESG assistance"**) and the rules and regulations of the ESG Program.

2.3 The Agency must coordinate and integrate ESG funded activities with mainstream resources and with other programs targeted to serving homeless people as required in 24 CFR § 576.400(b)-(d).

2.4 The Agency must perform an initial evaluation of proposed Client eligibility and needs of all households, including annual income, connecting Program Clients to resources and housing stability case management.

2.5 The Agency shall have an established process for determining eligibility of applicants that is consistent with recordkeeping requirements and reflects HUD's preferred order for documentation, which shall include, but not be limited to, written third party verification, including available documents; oral verification; intake staff observations; or self-certification. Exceptions to HUD's preferred order may be made when providing emergency shelter, street outreach or victim services.

2.6 The Agency shall participate in the Homeless Management Information System (**"HMIS"**) as required in Federal Code 24 CFR § 576.400(f). The Agency shall: **(a)** comply with the Homeless Services Network's Policies and Procedures for HMIS; **(b)** designate a primary contact to manage HMIS requirements (**"Primary Contact"**); **(c)** provide the Primary Contact's contact information to the County and Homeless Services Network; **(d)** assign responsibility to the Primary Contact for HMIS data entry, reporting compliance, and maintaining awareness of HMIS guidelines, including, but not limited to, HUD's universal data elements, and the ESG CAPER Report in HMIS; and **(e)** submit to Orange County such HMIS reports as may be required by the County.

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

ARTICLE IV – CONFIDENTIALITY AND PUBLIC RECORDS

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

1.1 If applicable, the Agency shall be responsible for protecting **"Personal Information"** in compliance with the terms of Section 507.171, Florida Statutes. Pursuant to Section 501.171(1)(g)1., Florida Statutes, "Personal Information" means either of the following:

(a) An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual: a social security number; a driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity; a financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account; any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; an individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual; or any information regarding an individual's geolocation.

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

1.2 If, pursuant to this Agreement, the Agency is maintaining, storing, or processing personal information on behalf of the County, the Agency is the County's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. The Agency shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the County for any breach of Personal Information that is the fault of the Agency.

Section 2. Public Records Compliance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V - FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding Limitations

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

1.2 Subaward funds received pursuant to this Agreement shall be used only to supplement, not supplant, other related funding or in-kind resources made available for related services.

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

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

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

1.6 The County shall be the final authority as to the availability of ESG Program funds and as to how such funds will be allocated. The County reserves the right to reduce or otherwise alter the Subaward amount of this Agreement at its sole discretion. Notification of such funding modification shall be provided in accordance with **Article XIV** (**"Notices"**).

Section 2. Budget

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

2.2 The Agency is prohibited from using Grant Funds for any Services not otherwise contemplated in the *Budget*, or as otherwise approved by the Grantee in accordance with applicable federal guidelines.

2.3 All Funds allocated to the Agency from the County for the current ESG Program year shall be expended according to the budgetary line-item expenditures provided for in the *Budget*. Requests for transfers within approved line items in the *Budget* that are reasonable and justifiable, are permissible with the approval of the County's Manager of the Housing and Community Development Division (**"Manager"**) upon written request by the Agency. Such request shall be submitted no later than 45 days prior to the end date of this Agreement.

ARTICLE VI - BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. Billing Requirements

1.1 The Agency shall submit all invoices for reimbursement to the County on a monthly basis by the last business day of each month. Submittals shall include:

(a) ESG Program allowable Project services incurred during the prior month;

(b) A completed Cost Reimbursement Line Item Budget Invoice (**"Invoice"**), a draft copy of which is attached as **"Exhibit D"**;

(c) A copy of the approved annual budget, current month requested expenditures, and copies of invoices with documentation evidencing proof of payment. Additionally:

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

(2) For employee salaries, the Agency shall submit time sheets or other records documenting time employees spent in ESG Program related activities for the pay period covering the pay period(s) reimbursement is being requested.

(3) As part of its monthly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment to vendors.

(4) The Agency shall submit documentation reporting Program Income (as later defined in this Agreement) earned during the previous month as a result of ESG Funds utilized for the Project. This includes a reporting of all fees collected in the performance of this Agreement which shall be collected in accordance with applicable federal, state, and local guidelines and regulations.

1.2 All requests for payment and/or reimbursement shall include the applicable Invoice and all supporting documentation necessary for processing expenses, which shall be as identified in the budgetary line item expenditures provided in the *Budget,* attached as **"Exhibit B"**. Invoices shall be submitted to the County in accordance with **Article XIV** (**"Notices"**)**.**

1.3 Each Invoice shall be completed in its entirety. Any Invoice that is incomplete or that fails to include the required supporting documentation shall be deemed incomplete and rejected. In such case, the County shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance with such action.

1.4 Failure by the Agency to provide Invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of Agency for subsequent funding awards. The Agency may submit the first Invoice no later than 3 months after the execution of this Agreement. Failure to submit Invoices in a timely manner may result in additional contract conditions, suspension or termination of the Agreement.

1.5 The Agency expressly understands that it is liable, and accepts responsibility, for the repayment of any Funds disbursed under the terms of this Agreement that may be deemed to have been disbursed in error. Repayment by Agency to the County shall be within 30 calendar days from the date of demand by the County. Failure by Agency to comply with this requirement shall be handled in accordance with 2 CFR § 200.346 (**"Collections of Amounts Due"**).

1.6 Any specific issues related to billing for this Agreement may be more specifically described in the *Budget* attached as **"Exhibit B"**.

Section 2. Payment

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

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

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

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

Programmatic Reports attached to this Agreement as **"Exhibit G,"** or failure to assist the number of Clients projected.

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

(a) It shall comply with 2 CFR § 200.305(b) (**"Federal Payment"**) and therefore shall:

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

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

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

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

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

ARTICLE VII - PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Maintenance, Retention, and Access to Records

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

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

1.3 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each sub-grant awarded, separately from expenditures from other sources. If the Agency maintains a common account for both HUD and other funds, the accounting system must provide identification of the different types of funds. If applicable, records should account for both HUD funds and matching contributions on a total cost basis.

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

1.5 The Agency shall have an established process for determining eligibility of applicants that is consistent with recordkeeping requirements and reflects HUD's preferred order for documentation, which shall include, but not be limited to, written third party verification, including available documents; oral verification; intake staff observations; or self-certification. Exceptions to HUD's preferred order may be made when providing emergency shelter, street outreach or victim services.

1.6 Such records include, but are not limited to, the following:

(a) Documentation at intake of evidence relied upon to establish and verify homeless status as set forth in 24 CFR § 576.500(b) (**"Recordkeeping and reporting requirements"**);

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

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

(d) Chart of Accounts listing all accounts;

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

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

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

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

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

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

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

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

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

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

1.7 If Services provided with ESG Funds include financial assistance and/or housing relocation and stabilization, documentation for these Services must follow the criteria established in **"Exhibits H, I, and J"**.

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

1.9 All records created, utilized, or maintained for the purpose of fulfilling the Agency's obligations pursuant to this Agreement, whether paper or electronic (**"Relevant Records"**), shall be retained by the respective record holder for a period of 5 years after termination of this Agreement, including any extensions or renewals of this Agreement.

1.10 In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of 5 years after the resolution of any such event.

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

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

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

Section 2. Financial Standards

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

2.2 Costs charged to this particular federal award may not be charged to other federal awards or any other source of funding.

Section 3. Program Income and Fees

3.1 **"Program Income"**, for the purpose of this Agreement, means gross income received by the Agency, which has been directly generated by an ESG Program supported activity, or earned only as a result of this Agreement during the Subaward Period of Performance. Program Income includes, but is not limited to, income from fees for services performed, Client donations to the ESG Program, and from the use or rental of real or personal property acquired with ESG funds.

3.2 Program Income shall be treated in the same manner as any other funds granted under this Agreement. For those program income-generating activities that are only partially assisted with Program funds, such income shall be prorated to reflect the actual percentage of ESG Program Funds that are used in accordance with 2 CFR § 200.307 (**"Program Income"**).

3.3 The Agency shall expend ESG Funds in accordance with 2 CFR § 200.307 ("**Program Income"**) which requires that program income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways: **(a)** added to Funds committed to the Project by the County and used to further eligible Project goals, specifically, provision of Project services for additional Clients, over and above the number of Clients specified in this Agreement; **(b)** used to finance the non-federal share of the Project when approved by the County; or **(c)** deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.

3.4 Program income shall be applied to the matching contribution representing the non-federal share of the Project provided by the Agency in compliance with HUD/ESG Program requirements in 24 CFR Part 576. Program income on hand at the time of expiration of the Agreement must be returned to the County along with any accounts receivable that are attributable to the use of ESG Program Funds.

ARTICLE VIII - RISK ASSESSMENT, MONITORING, AND AUDITING

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

Section 2. Monitoring and Remedies for Non-Compliance

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

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

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

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

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

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

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

2.8 The County will conduct monitoring visits, as it deems necessary, to evaluate the Agency's compliance with the terms of this Agreement, requirements of the ESG Program, and federal regulations. A general scope of the Agency site monitoring is summarized in the *Subrecipient Monitoring Guidelines* attached to this Agreement as **"Exhibit K"**.

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

3.1 **Audit requirements**. If the Agency expends $1,000,000 or more during the Agency's fiscal year in federal awards, the Agency must have a single audit or program-specific audit conducted for that year in accordance with 2 CFR § 200.501 (**"Audit Requirements"**).

3.2 **Single audit**. If the Agency expends $1,000,000 or more during the Agency's fiscal year in federal awards, the Agency must have a single audit conducted in accordance with the Federal Code 2 CFR § 200.514 (**"Standards and Scope of Audit"**), except when the Agency elects to have a program-specific audit conducted in accordance with 2 CFR § 200.501(c).

3.3 **Exemption.** An exemption shall apply when the federal awards expended are less than $1,000,000. If the Agency expends less than $1,000,000 during its fiscal year in federal awards, the Agency is exempt from federal audit requirements for that year, except as noted in 2 CFR § 200.503 (**"Relation to Other Audit Requirements"**), but records must be available for review or audit by the County, Comptroller, appropriate HUD officials, and Government Accountability Office (**"GAO"**).

Section 4. Audit Submission

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

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

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

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

AND

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

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

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

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

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

ARTICLE IX – TERM AND TERMINATION

Section 1. Term. The term of this Agreement begins on the date that it is fully executed by both parties (the **"Effective Date"**) and shall conclude on December 15, 2026.

Section 2. Subaward Period of Performance

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

2.2 The Subaward Period of Performance of this Agreement is: **10/01/2025** to **09/30/2026**. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, then the Federal Award's Period of Performance shall prevail.

Section 3. Termination

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

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

3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than 24-hours prior written notice to the Agency. Cause includes, but is not limited to, the following:

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

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

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

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

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

3.4 Termination or suspension of this Agreement for cause shall be upon no less than 24 hours' notice delivered in accordance with **Article XIV.**

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

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

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

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

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

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

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

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

3.7 Pursuant to 2 CFR § 200.340(a)(3), the Agency may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the remaining portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, the Agency's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Agency's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.

Section 4. Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the party's control so long as the delay is not caused by the party's own fault or negligence. Notwithstanding the foregoing, the Agency cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the *Scope of Services* of this Agreement, or which in any way existed at the time this Agreement was executed. No other damages, fees, or costs may be assessed against the County for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

ARTICLE X – REPORTING AND CLOSEOUT

Section 1. Monthly Programmatic Reports

1.1 The Agency shall submit a Monthly Programmatic Report to the Manager, together with the Invoice on or before the last day of the month following the month that during which Services were provided.

1.2 The ESG Program's Monthly Programmatic Report shall be submitted in accordance with the reporting requirements, attached to this Agreement as **"Exhibit G"**, including, but not limited to, the following information:

(a) Total of unduplicated persons and households assisted;

(b) Racial breakdown and ethnic background of persons assisted;

(c) Gender of persons assisted;

(d) Number of families, adults, youths, female headed and single head households assisted;

(e) Persons in special sub-populations assisted;

(f) Description of service(s) provided; and

(g) Number of persons housed.

1.3 The Agency shall submit an end of the fiscal year, closeout Programmatic Report containing the cumulative totals and characteristics of persons and households assisted, type of shelter and services, and number of bed nights provided. In addition, the Agency must report on how the Project assisted in fulfilling Consolidated Plan goals and ESG Program objectives through its accomplishments.

1.4 The Programmatic report must demonstrate how the proposed project can be measured according to the Performance Measurement Standards identified in **"Exhibit G"**.

1.5 The Agency will immediately notify the Manager in writing of any problems, delays, or adverse conditions that affect the Agency's ability to meet ESG Program goals or preclude the attainment of projected units of service. The Agency will include with the Agency's notice a statement of the Agency's actions and any technical assistance the Agency needs to resolve the situation.

Section 2. Subaward Closeout

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

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

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

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

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

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

(f) Records retention as required in §§ 200.334 through 200.338 of 2 CFR Part 200.

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

ARTICLE XI - ASSIGNMENTS AND SUBCONTRACTS

Section 1. Assignments

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

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

Section 2. Subcontracting

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

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

ARTICLE XII - PROCUREMENT REQUIREMENTS

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

Section 2. County Procurement Requirements

2.1 When expending any funds provided to the Agency pursuant to this Agreement, the Agency must comply with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**). Moreover, by executing this Agreement, the Agency certifies that (for the purposes of using the Subaward funds) the Agency either: **(a)** maintains written purchasing procedures in compliance with such Procurement Standards; or **(b)** does not maintain written purchasing procedures that are compliant with such Procurement Standards and therefore agrees to use the County's purchasing procedures, a copy of which can be found at the following link: https://orangecountyfl.net/Portals/0/resource%20library/vendor%20services/Procurement%20Manual-CERT.pdf.

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

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

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

2.5 **Sustainable Products and Services.** In accordance with 2 CFR § 200.323, the Agency should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

ARTICLE XIII - INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. Indemnification. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, the County's officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or the Agency's sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

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

2.1 The Agency shall take all reasonable precautions for the safety and protection of: **(a)** all employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby; **(b)** all property, materials, and equipment on the premises under the care, custody or control of the Agency; and **(c)** other property at or surrounding the premises including trees, shrubs, laws, walks, pavements, and roadways.

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

2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following: **(a)** Occupational Safety & Health Act (OSHA); **(b)** National Institute for Occupational Safety & Health (NIOSH); and **(c)** National Fire Protection Association (NFPA).

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

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

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

Section 3. Insurance

3.1 The Agency agrees to maintain on a primary basis and at the Agency's sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and State workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 400, Florida Statutes, as may be amended from time to time.

3.2 The Agency shall require and ensure that each of the Agency's sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein. Insurance types and limits shall be sufficient to protect the interests of the County and the Agency.

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

3.4 Required Coverage:

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

Required Endorsements:

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

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

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

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

(d) ***Professional Liability*** – The Agency shall maintain professional liability insurance with a limit of not less than $1,000,000 per occurrence per claim. When a self-insured retention or deductible exceeds $100,000, the County reserves the right to request a copy of the Agency's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (**"SERP"**) during the life of this Agreement, the Agency agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

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

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

(g) **Required Endorsements:**

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

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

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

(Note: If blanket endorsements are being submitted, please include the entire endorsement and the applicable policy number.)

3.5 By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. Sample documents have been attached to this Agreement as **Exhibits N, O, and P**, but the Agency shall provide the Agency's own original forms to the County as provided by the Agency's insurer. When required by the insurer or should a policy condition permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

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

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

The Certificate holder shall read:

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

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

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

(b) Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agency may self-insure its liability with coverage limits of $200,000 per person and $300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature.

A statement of self-insurance shall be provided to the County's Risk Management Division at the address in Paragraph 3.7 of this Article.

Section 4. Vulnerable Persons

4.1 If the services to be provided in the *Scope of Services* attached to this Agreement as **"Exhibit C"** involve "vulnerable persons" as defined in Section 435.02(8), Florida Statutes, then the Agency's employees, including its volunteers or any associates or agents of the Agency, that are contributing to the delivery of those services, or who will come into contact with such vulnerable persons in any way, must undergo a background screening that complies with Section 435.04 (Level 2 screening standards), Florida Statutes. Additionally, the Agency agrees that it shall pass down this obligation to its subcontractors (if any).

4.2 This screening shall: **(a)** be completed at no cost to the County; **(b)** be completed prior to the employee/volunteer beginning work pursuant to this Agreement; **(c)** be repeated at 5 year intervals for the duration of this Agreement and any amendment hereto; **(d)** Consist of an employment history check; and **(e)** include fingerprinting that will be checked against the following databases: **(i)** Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); **(ii)** Federal Criminal Records through the Federal Bureau of Investigation (FBI); and **(iii)** Local Criminal Records through local law enforcement agency(ies).

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

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

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

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

ARTICLE XIV - NOTICES

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

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

With Copy to:	Orange County Administration Attention: Infrastructure, Community, and Development Services Orange County Administration Building, 5th Floor 201 S. Rosalind Avenue Orlando, FL 32801
As to Agency:	Chief Executive Officer Harbor House of Central Florida, Inc. P.O. Box 680748 Orlando, FL 32868

ARTICLE XV - GENERAL TERMS AND CONDITIONS

Section 1. Religious and Political Activities. The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the ESG Program for explicitly religious activities, lobbying, or political patronage activities. The Agency further agrees that no funds provided (nor personnel employed under this Agreement) shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 5 U.S.C. §§ 7321 et seq. (**"Hatch Act"**).

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

Section 3. Non-Discrimination. The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of the Project or performance of Services related thereto. The Agency shall comply with 42 USC § 5301, et seq.; 42 USC § 6101; 29 USC § 794; 24 CFR §570.602; and 24 CFR Parts 5 and 6. The Agency shall comply with Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.) and implementing regulations in 24 CFR Part 1. The Agency shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 USC § 6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 4. Debarment and Suspension. The Agency acknowledges and understands that the regulations at 2 CFR Part 180 (**"OMB Guidelines to Agencies on Governmentwide Debarment And Suspension"**) specifically prohibit the County from entering into a **"Covered Transaction,"** as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (**"SAM"**) Exclusions list.

5.1 By executing this Agreement, the Agency hereby certifies that: **(a)** the Agency does not appear on the SAM Exclusions list; **(b)** the Agency will maintain an active registration with SAM for the entire Term of this Agreement; and **(c)** the Agency will notify the County within 5 business days if the Agency is added to the SAM Exclusions list, or should the Agency's status under the SAM system change in any way, during the Term of this Agreement. The Agency shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction the Agency enters.

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

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

Section 6. Conflict of Interest. In the procurement of supplies, equipment and services, the Agency and its contractors shall comply with the conflict statement rules in 2 CFR Part 200. The Agency shall also comply with the conflict of interest provisions contained in 24 CFR § 576.404. This rule states that no officer or employee of the County or the County's designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.

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

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

Section 9. Public Entity Crimes

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

Section 10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

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

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

Section 11. Domestic Preferences for Procurements

11.1 The Agency should, to the greatest extent practicable and consistent with the law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to: iron, aluminum, steel, cement, and other manufactured products). Pursuant to federal law, this provision must be included in all subawards (including all contracts and purchase orders) for work or products under the Federal Award. The Agency shall include this provision in any contracts or agreements in which the Subaward is being utilized.

11.2 For the purposes of this provision: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11.3 The Agency shall comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301, and all applicable rules and notices, as may be amended, if applicable to an Agency infrastructure project.

Section 12. Mandatory Disclosure

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

Section 13. Whistleblower Protections

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

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

Section 14. Cybersecurity.

The Agency agrees that the Agency has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines in accordance with the best practices and highest industry standards intended to protect data, services, and infrastructure in its environments against accidental, unauthorized, or unlawful access, disclosure, alteration, loss, or destruction. To the extent the Agency's data includes personally identifiable information and other data designated as sensitive, the implementation of and compliance with these measures are designed to provide an appropriate level of security in respect of the processing of the personal data and shall at all times comply with the applicable data protection laws and regulations.

ARTICLE XVI - MISCELLANEOUS

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

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

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

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

Section 5. E-Verify Use and Registration

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

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

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

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

Section 6. Governing Law. This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

Section 7. Headings. The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 8. Jury Waiver. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

Section 9. Remedies. No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 10. Scrutinized Companies

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

10.2 Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Agency certifies that the Agency is not: **(a)** on the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; or **(b)** engaged in business operations in Cuba or Syria.

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

10.4 If this Agreement is terminated by the County as provided in subparagraph 10.3(a) above, the County reserves the right to pursue any and all available legal remedies against the Agency , including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in subparagraph 10.3(b) above, the Agency shall be paid only for the funding-applicable work completed as of the date of the County’s termination. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

Section 11. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

Section 12. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 13. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

Section 14. Use of County and Agency Logos. The Agency may not use of any of the County's emblems, logos, or identifiers without written permission from the County. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

Section 15. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

Section 16. Waiver. No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Section 17. Written Modification. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement. Amendments to this Agreement that do not require approval by the Board of County Commissioners (the **"BCC"**), such as budget line-item transfers, personnel changes and removal of special conditions, shall be submitted to the Program Administrator no later than 45 days prior to the end day of the Agreement. Amendments that require approval by the BCC shall be submitted to the Program Administrator no later than 60 days prior to the end date of this Agreement. All amendment requests must be submitted in writing on the Agency's letterhead and include an explanation as to why an amendment is being requested.

Section 18. Entire Agreement. This written Agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

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

BY: ___________________________________
Jerry L. Demings
Orange County Mayor

Date:____________________________________

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

BY: ________________________________
Deputy Clerk

Date: _________________________________

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: HARBOR HOUSE OF CENTRAL FLORIDA, INC.

Signature

Michelle Sperzel
Printed Name

CFO
Official Capacity

11/4/25
Date

NOTARY:

STATE OF Florida)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 4th day of November, 2025, by Michelle Sperzel, in their official capacity as CEO for the Agency.

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

Notary Public
My Commission Expires: 8/2/29

TIFFANY BRAXTON
MY COMMISSION # HH 660393
EXPIRES: August 2, 2029

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

Signature

Brian W Bennett
Printed Name

Board Chair or Authorized Representative
Official Capacity

11/4/25
Date

NOTARY:

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence, or ☐ online notarization, this 4th day of NOVEMBER, 2025, by BRIAN W. BENNETT, in their official capacity as the Board Chairman or Authorized Representative for the Agency.

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

Notary Public
My Commission Expires:

BONNIE JEANNE DILLON
MY COMMISSION # HH 491683
EXPIRES: April 12, 2028

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

EXHIBIT A
APPLICABLE FEDERAL LAWS

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

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

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

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

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

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

6. Debarred, suspended or ineligible contractors, 2 CFR § 200.214 and 2 CFR part 200 Appendix II.

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

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

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

10. Labor Standards pertaining to contracts including 40 U.S.C. §§ 3141—3144, 3146, and 3147, and any applicable regulations published by the Department of Labor.

11. Drug Free Workplace Act of 1988.

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

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

14. Small and Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms should be considered in accordance with 2 CFR § 200.321 to ensure said businesses are provided with the opportunity to participate in the performance of this Agreement.

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

16. Davis-Bacon Act. Pursuant to 24 CFR § 576.407(e), the provisions of the Davis-Bacon Act (40 USC §§

276a to 276a-5) do not apply to the ESG Program.

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

18. Contract Work Hours and Safety Standards Act. The Agency agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701, et seq.), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.

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

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

21. Displacement, Relocation, and Acquisition. The Agency shall minimize displacement and provide required relocation assistance, and otherwise comply with 24 CFR § 576.408. The Agency shall keep all records demonstrating compliance with the requirements described herein in accordance with 24 CFR § 576.500.

22. The relevant provisions of 2 CFR Part 200 may be found at the following link: https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II. Such relevant provisions include, but are not limited to:

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

EXHIBIT B
BUDGET

HARBOR HOUSE OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2025 – September 30, 2026

Direct Costs	**Total Cost**
Insurance	$38,400
Utilities	$33,600
Repairs & Maintenance	$18,000
Cost of Food	$20,000
Supplies (office, cleaning, and kitchen supplies)	$10,000
TOTAL BUDGET	**$120,000**

ACTIVITY: Harbor House of Central Florida, Inc. will utilize ESG funds to provide emergency shelter and supportive services to victims of domestic violence and their children.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to **seven hundred and fifty (750)** unduplicated individuals.

MATCHING FUNDS: Matching funds from the Agency in the amount of $120,000 are expected to come from one or more of the following sources: cash expended in allowable costs, other federal funds, state government funds, local government, private funds, and fees.

PROGRAM INCOME: ESG requires that program income be applied to the matching contribution, which represents the non-federal share of the project provided by Harbor House of Central Florida, Inc.

EXHIBIT C
SCOPE OF SERVICES

HARBOR HOUSE OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2025 – September 30, 2026

OBJECTIVE(S): To prevent and eliminate domestic abuse in Central Florida by providing critical life-saving services to survivors, implementing and advancing best practices, and educating and engaging the community.

PLANNED ACTIVITIES: The operational support funding will provide emergency shelter and housing readiness for homeless men, women and children that are fleeing domestic violence. All program participants will receive case management services and work on transitional planning for when they are ready to leave the program. The Agency's services are victim-centered, trauma-informed, and empowerment-based. Program participants stay in shelter for up to three months while they are working on their transition plan, rebuilding their lives, and regaining self-confidence and independence.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to **seven hundred and fifty (750)** unduplicated Program participants during the period of October 1, 2025, through September 30, 2026.

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

1. 95% of program participants who are able to accept services, will develop a case plan within 72 hours of a shelter entry;

2. At least 95% of program participants who made one-on-one contact with an advocate will complete a safety plan within 72 hours of a shelter entry; and

3. At least 85% of program participant under the age of 18 will complete a child assessment tool within 72 hours of entering the shelter.

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

AGENCY RESPONSIBILITIES: The Agency shall ensure that the Planned Activities performed under this Agreement are provided in accordance with the applicable ESG Program Components described in 24 CFR Part 576, Subpart B (e.g. street outreach, emergency shelter, homelessness prevention, rapid re-housing, housing relocation and stabilization, rental assistance, HMIS, and administrative activities) and applicable ESG Program Requirements described in 24 CFR Part 576, Subpart E (e.g., evaluating participant eligibility and inspecting for housing habitability standards).

Specifically, the Agency shall confirm and re-confirm the eligibility (Orange County residency, verification of income, or, if applicable, limited clientele eligibility) of each client seeking services that are provided under this Agreement in accordance with 24 CFR § 576.401. Evidence of eligibility for the client shall be provided to Orange County upon request. Files for each client shall be kept separately and shall be properly labeled to indicate the funding source.

Additionally, the Agency must have policies in place for assessment, prioritization, and reassessment of need for essential services. The policies on admission, diversion, referral and discharge procedures, to include standards regarding the length of stay, if any, and safety and shelter needs of special populations, such as victims of domestic violence and individuals and families with the highest barriers to housing who may be likely to be homeless for longer periods, must be clearly described. Further, the Agency shall ensure that the protections for victims of domestic violence contained in 24 CFR Part 5, Subpart L, are included or incorporated into rental assistance agreements and leases, as provided in the ESG Program components for short-term and medium-term rental assistance as more fully described in 24 CFR § 576.106(e) and (g).

TIMELINE: Projected activities are expected to be carried out during the period starting October 1, 2025, and ending September 30, 2026.

LOCATION(S): A designated facility located at an undisclosed location (P.O. Box 680748, Orlando, Fl 32868).

KEY RESPONSIBLE PERSONNEL: The following staff members will be involved in the programs:

Karie Arch, Director of Residential Services; team of Shelter Advocates (part-time and full-time) and Case Managers (full-time); and Jan Outzen, Finance Director.

The Agency is responsible for making sure that the assigned key personnel are sufficiently trained to perform their duties and responsibilities, as assigned, and knowledgeable about the program requirements. The County shall be notified in a timely manner of key personnel changes. Such notifications shall be submitted in writing.

RECORDKEEPING: The Agency shall adequately track, manage, and account for grant funds. The Agency shall be responsible for maintaining a recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to this funding source. Additionally, the Agency shall incorporate a timekeeping system that identifies employees' time and effort by funding source and maintains documentation of cost allocation.

BILLING AND PAYMENTS: The Agency shall submit all invoices and/or requests for reimbursement with the required supporting documentation on or before the last business day of each month. Invoices/requests for reimbursement shall contain the following, as applicable: cover letter, invoice (see **Exhibit D**), monthly expenditure report form, programmatic report (see **Exhibit G**), salary support documents and time allocation records, utilities, operational and other expenses, payments to vendors, and other support documents and information.

The Agency is responsible for providing a copy of its updated insurance certificate(s) to Orange County and keeping its UEI number and registration on www.sam.gov current. The Agency shall also provide a copy of its new annual audit to Orange County once available.

POLICIES AND PROCEDURES: The Agency is responsible for reviewing its policies and procedures to ensure that they meet HUD and Office of Management and Budget (OMB) requirements for federal awards. In particular, the Agency's policies and procedures shall specify the system of internal controls the agency has in place to meet the requirements of the grant.

PROGRAM INCOME: When Agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached.

EXHIBIT D
INVOICE

INVOICE NUMBER ____________________ MONTH ______________________

Name of Agency: ____

Grant Name/Project: ____

Bill to: Orange County Housing and Community Development Division
Attn. Manager
525 E. South Street
Orlando, FL 32801

DESCRIPTION	AMOUNT BILLED
TOTAL	

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

Signature of Preparer: ___________________________________ Date: _____________________

Title: ____

Authorized Signature: ____________________________________ Date: _____________________

Title: ____

EXHIBIT E
INCOME GUIDELINES

Gross Income
2025 ESG Income Limits

Persons in Household	30% of AMI
1	$22,150
2	$25,300
3	$28,450
4	$31,600
5	$34,150
6	$36,700
7	$39,200
8	$41,750

NOTE: When working with ESG program income limits, please be aware of the following:

The “Extremely Low Income (ELI) families” limits do NOT apply to ESG. **ESG does not use the ELI measure to establish income limits, but instead uses the 30% of Area Median Income (AMI) income limits**. Use the 30% AMI table (see above) to avoid incorrect determination of eligibility for some applicants.

ESG income eligibility is based on the HUD income limits in effect at the time of income verification, and not on the HUD income limits that correspond with the grant year under which ESG funds were awarded.

Rapid Re-housing Income Requirements: An income assessment is not required at initial evaluation. At re-evaluation, (not less than once annually), the participant’s household annual income must not exceed 30% of area median family income, as determined by HUD, with adjustments for family size.

Homelessness Prevention Income Requirements: ESG limits eligibility for homelessness prevention assistance to individuals and families with incomes below 30% of AMI at intake, and incomes that do not exceed 30% of AMI at re-evaluation (not less than once every 3 months).

Income levels provided by HUD are gross income, with adjustments for family size, and are subject to change.

DATA EFFECTIVE: June 1, 2025

EXHIBIT F
ELIGIBILITY DETERMINATION/HOMELESS DEFINITION

<table>
<tr><td rowspan="4">ELIGIBILITY BY COMPONENT (Emergency Solutions-CV Grants Program)</td><td>Street Outreach (“SO”)</td><td>Individuals defined as Homeless under the following categories are eligible for assistance in SO:

- Category 1 – Literally Homeless
- Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)

SO projects have the following additional limitations on eligibility within Category1:

- Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter</td></tr>
<tr><td>Emergency Shelter (“ES”)</td><td>Individuals and Families defined as Homeless under the following categories are eligible for assistance in ES projects:

- Category 1 – Literally Homeless
- Category 2 – Imminent Risk of Homeless
- Category 3 – Homeless Under Other federal Statutes
- Category 4 – Fleeing/Attempting to Flee DV</td></tr>
<tr><td>Rapid Re - Housing (“RRH”)</td><td>Individuals defined as Homeless under the following categories are eligible for assistance in RRH projects:

- Category 1 – Literally Homeless
- Category 4 – Fleeing/Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)</td></tr>
<tr><td>Homelessness Prevention (“HP”)</td><td>Individuals and Families defined as Homeless under the following categories are eligible for assistance in HP projects:

- Category 2 –Imminent Risk of Homeless
- Category 3 – Homeless Under Other federal Statutes
- Category 4 – Fleeing/Attempting to Flee DV

Individuals and Families who are defined as “At Risk of Homelessness” are eligible for assistance in HP projects.

HP projects have the following additional limitations on eligibility with homeless and at risk of homeless:

- Must only serve individuals and families that have an annual income <u>below</u> 30% of AMI</td></tr>
</table>

EXHIBIT G
ESG MONTHLY PROGRAMMATIC REPORT
NOTE: This Exhibit is a suggested template. The actual reporting should be done utilizing ZoomGrants.

Report for Month of: _______________ Agency/Project Title: ______________________________________
Contact Person: __________________Phone: _____________________ E-mail: _________________________

ESG PROGRAM OBJECTIVE: Assist homeless families **- To assist:_ Households 750 Persons**

1. HMIS or Compatible Database (for DV providers only) Reports

- Include a monthly HMIS (or compatible database for DV providers) CAPER and year-to-date HMIS CAPER report for the project being funded (for the year-to date report, use the agreement start date of October 1st).

2. Narrative of Accomplishments this Month**:** (Narrative must include all items listed below)

- Provide Summary of accomplishments made with Orange County's ESG Program funds.
- Describe steps taken to broaden community financial support.
- Include specific quantitative accomplishments made toward project goals identified in the Agreement.
- Explain how performance is being/has been measured.
- State progress made in agency capacity building.

Attach additional narrative page(s), if necessary:

***NOTE:** Definition of *Unduplicated Clients*: Clients counted once (initial intake) in grant year. Clients assisted longer than one month or multiple times during the year are to be counted only once in the Unduplicated count for the grant year; however, details of such clients should be provided separately in the narrative section or in an attachment to this report.

This Programmatic Report is due within one (1) month of the month during which assistance was given.

Certification: I certify that this information is true and accurately reflects the information contained in agency records.

Name: ___________________________ Signature ______________________ Date ______________

Form revised in September of 2025. Please do not alter. If necessary, additional information may be added on a separate page.

EXHIBIT H
HOUSING HABITABILITY STANDARDS

The Agency shall conduct initial and any appropriate follow-up inspections of housing units into which a program participant will be residing with ESG Program re-housing assistance. Units must meet the following habitability standards:

A. State and local requirements. Each grantee or subgrantee under the ESG Program must ensure that housing occupied by a family or individual receiving ESG Program assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing or services.

B. Habitability standards. Except for less stringent variations as are proposed by the grantee or sub grantee and approved by HUD, housing occupied by a family or individual receiving ESG Program relocation assistance must meet the following minimum requirements:

1. Structure and materials. The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from the elements.

2. Access. The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

3. Space and security. Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.

4. Interior air quality. Every room or space must have natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

5. Water supply. The water supply must be adequate.

6. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are improper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.

7. Thermal environment. The housing must have adequate heating and/or cooling facilities in proper operating condition.

8. Illumination and electricity. The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.

9. Food preparation and refuse disposal. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

10. Sanitary condition. The housing and any equipment must be maintained in sanitary condition.

11. Fire safety. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.

12. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

EXHIBIT I
HOUSING HABITABILITY STANDARDS – INSPECTION CHECKLIST

Name of Family	Phone Number	Case Number	Date of Inspection

Inspector's Name:

Street Address	City	State	Zip Code

Housing Type :

___High Rise
___Mobile Home
___Older Home Converted
___Older Multi-Family
___Row House/Garden Apt
___Single Family Detached
___Two/Three Family (Duplex)

Owner Information:

Owner's Name: ________________________________

Owner's Address: ________________________________
____
____

Phone Number: ________________________________

Name of Agent: ________________________________

Phone Number: ________________________________

Address of Agent: ________________________________

____

INSPECTION CHECKLIST

	Passed	Failed
Structure and Materials – Structurally sound, safe, no health hazards and occupant is out of the elements.		
Access – Accessible without unauthorized use of other property, available egress in case of fire.		
Space and Security – Adequate space and security for each resident and their belongings.		
Interior Air Quality – Space provided with natural or mechanical ventilation and free of pollutants in the air.		
Water Supply – Water supply is operable.		
Sanitary Facilities – Residents have access to sufficient sanitary facilities that are operable, can be used in privacy and the unit have adequate disposal of human waste.		
Fire Safety – Smoke detectors operable (minimum of one smoke detector on each occupied level). Smoke detector should also be located in hall areas near bedrooms. Public areas of the unit must also be equipped with a sufficient number of smoke detectors.		
Heating/Cooling – System is in operable condition.		
Electrical – Outlets, switches and other electrical items are in operable condition.		
Kitchen Facilities – Suitable space to prepare and serve food in a sanitary manner. Appliances in working condition.		
Sanitary Condition – The unit is maintained in sanitary condition.		
Lead Based Paint – For units built prior to 1978, provide lead-based paint information to Renter. Consult Orange County's staff prior to moving renter to pre-1978 unit.		

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE

ESG Program Participant Household Name: ____________________

In File (Always Applicable) ✔		***Documentation***
☐		**HOUSEHOLD MEMBER IDENTIFICATION** – Verification of each household member's identity, per requirement/standard set by ESG Program grantee.
☐		**ESG PROGRAM FINANCIAL ASSISTANCE NOT USED FOR SAME COST TYPE AND SAME PERIOD AS OTHER FEDERAL, STATE, LOCAL PROGRAM ASSISTANCE** – ESG Program staff assessment with participant to identify if other federal, state, local program is assisting with same cost type for same period.
Applicable ✔	**In File** ✔	**ESG PROGRAM FINANCIAL ASSISTANCE –** Documentation showing eligible use of ESG Program Financial Assistance. NOTE: indicate where documentation is kept if not in participant case file (e.g., "supporting documentation for expenses kept in accounts payable file").
☐ **YES** ☐ **NO**	☐	**RENTAL ASSISTANCE** ☐ Supporting expense documentation (e.g., eviction letter, court documents, bill/invoice, etc.) ☐ Rental arrears – supporting documentation. ESG Program payment may not exceed two months of arrears. ☐ Current/ongoing rental assistance – supporting documentation ☐ Rental application fees – supporting documentation ☐ Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation ***-- AND –*** ☐ Copy of rental lease or occupancy agreement for unit assisted with ESG Program ☐ Rental arrears – copy of lease or occupancy agreement ☐ Current/ongoing rental assistance – copy of lease or occupancy agreement ***-- AND –*** ☐ Documentation indicating arrears assistance not greater than 2 months total ***-- AND –*** ☐ Documentation indicating total assistance (including arrears) not greater than 3 months without re-assessment (unless waived and/or modified by HUD)
☐ **YES** ☐ **NO**	☐	**UTILITY PAYMENT (only if client meets homeless or at risk of homeless eligibility)** ☐ Supporting documentation for expense (e.g., shut-off notice, print-out from utility company, bill/invoice, etc.) ☐ Utility arrears – supporting documentation, maximum 2 months assistance. ☐ Current/ongoing utility assistance – supporting documentation ☐ Other ESG Program eligible fees/penalties (see ESG Program guidance/FAQs) – supporting documentation ***-- AND –*** ☐ If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility ***-- AND –*** ☐ Documentation indicating arrears assistance not greater than 2 months total ***-- AND –*** ☐ Documentation indicating assistance (up to a period of 3 months, and not greater than 6 months total after re-assessment)
☐ **YES** ☐ **NO**	☐	**SECURITY DEPOSIT (Housing Relocation or Re-housing services only)** ☐ Supporting documentation for expense (e.g., current lease, letter from landlord, bill/invoice, etc.)

EXHIBIT J
DOCUMENTATION CHECKLIST FOR ESG PROGRAM TENANT BASED ASSISTANCE
(Continued)

ESG PROGRAM Particpant Household Name: ______________________________

□ **YES** □ **NO**	□	**UTILITY DEPOSIT (Housing Relocation or Re-housing services only)** □ Supporting documentation for expense (e.g., letter from utility company, bill/invoice, etc.) ***-- AND (if applicable)–*** □ If utility not in ESG Program participant name, other documentation indicating ESG Program participant responsibility for utility
□ **YES** □ **NO**	□	**MOVING COSTS (Housing Relocation or Re-housing services only)** □ Supporting documentation for expense (e.g., bill/invoice, etc.) ***-- AND –*** □ Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) ***-- AND (for storage costs)–*** □ Documentation indicating assistance not greater than three months or until participant is in housing, whichever occurs sooner
□ **YES** □ **NO**	□	**MOTEL/HOTEL VOUCHER (when paid by charitable organization; not paid by client, local, state or federal government)** □ Supporting documentation for expense (e.g., bill/invoice, etc.) ***-- AND –*** □ Supporting documentation that vendor had best/most reasonable cost (e.g., newspaper ads, quotes, etc.) ***-- AND –*** □ Documentation indicating no appropriate shelter bed(s) available (e.g., ESG Program staff description of attempt to secure placement in emergency shelter and lack of available, appropriate bed(s)) ***-- AND –*** □ Documentation indicating subsequent housing identified but not yet available for move-in (e.g., copy of executed lease indicating lease start date, letter from landlord/owner indicating intent to lease and start date) ***-- AND –*** □ Documentation indicating length of assistance (not greater than thirty (30) days or until participant is in housing)
Applicable	**In File**	**HOUSING UNIT -** Documentation showing ESG Program assistance used for eligible housing unit.
□ **YES** □ **NO**	□	**RENT REASONABLENESS** – If receiving ESG Program Financial Assistance (current/ongoing rent or security deposit) AND staying in current unit or moving to new housing unit. □ Documentation indicating rent charged for unit is comparable with unassisted units with similar amenities.
□ **YES** □ **NO**	□	**HABITABILITY STANDARDS INSPECTION** – If receiving ESG Program Financial Assistance (any type) AND moving to new housing unit. □ Documentation indicating unit meets HUD Habitability Standards for ESG Program (or higher standard if set by grantee, e.g. Housing Quality Standards (HQS)).
□ **YES** □ **NO**	□	**LEAD-BASED PAINT INSPECTION** – If receiving ESG Program Financial Assistance (any type) AND staying in current housing unit or moving to new housing unit AND unit built before 1978 AND child under 6 years old or pregnant woman in household. □ Documentation indicating unit passed lead-based paint inspection.
Notes:		

EXHIBIT K
SUB-RECIPIENT MONITORING GUIDELINES

ESG Grantee:________________________ **ESG Contract #**____________________

Sub-recipient Name:______________________ **Approved Amount: $**___________________

1. Activity Name:____
2. Activity Description/Services to be Provided:____
3. Any Special Conditions:____
4. Number of Payment Requests to Date:_______ Amount Requested to Date: $____________
5. Total Disbursed to Date:_________________ Balance: $____________________________
6. Comments:____
7. Source of Match:____

Requirements	**Compliance**			**Comments**
	Yes	**No**	**N/A**	
A. Agreement Requirements				
B. Applicable Laws and Standards				
C. Accountability				
D. Internal Accounting				
E. Personnel and Payroll				
F. Indirect Costs				
G. Inventory and Other Controls				

Summary:

____
____
____
____
____

__________________________ __________________
(Signature of Reviewer) (Date)

__________________________ __________________
(Printed Name) (Title)

EXHIBIT L

(if/as applicable)

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: N/A

Workers' Compensation Carrier: __________

A.M. Best Rating of Carrier: __________

Inception Date of Leasing Arrangement: __________

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

Name of Contractor: __________

Signature of Owner/Officer __________

Title: __________

Date: __________

Revised 10/1/08

EXHIBIT M
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

HARBOR HOUSE OF CENTRAL FLORIDA, INC.

By: ____________________

Title: CEO

Date: 11/4/25

EXHIBIT N

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY CG 20 26 04 13**
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED

PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

SCHEDULE

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

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits Of Insurance:

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

EXHIBIT O
(if /as applicable)

WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by____

WC 00 03 13
(Ed. 4-84)

EXHIBIT P

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**

CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTSICOMPLETED OPERATIONS LIABILITY COVERAGE PART

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

SCHEDULE

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

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

EXHIBIT Q
SECTION 3 CLAUSE (CDBG)

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

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

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

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

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

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

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

CRITERIA	EXHIBIT R REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)		SUBRECIPIENT INFORMATION
2 CFR § 200.332 (b)(1)(i)	Subrecipient name (must match the name associated with its unique entity identifier)		Harbor House of Central Florida, Inc.
(b)(1)(ii)	Subrecipient's Unique Entity Identifier (UEI)		JLT2BT7RMKW9
(b)(1)(iii)	Federal Award Identification Number (FAIN)		E-25-UC-12-0003
(b)(1)(iv)	Federal Award Date		TBD
(b)(1)(v)	Subaward Period of Performance Start and End Date		October 1, 2025 - September 30, 2026
(b)(1)(vi)	Subaward Budget Period Start and End Date		October 1, 2025 - September 30, 2026
(b)(1)(vii)	Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient		$120,000
(b)(1)(viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation		Unknown
(b)(1)(ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity		$120,000
(b)(1)(x)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA)		Provision of shelter and supportive services to victims of domestic violence and their children (shelter operations)
(b)(1)(xi)	Name of Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity		U.S. Department of Housing and Urban Development; Pass through entity: Orange County; Contact: Mitchell Glasser, 407-836-5190
(b)(1)(xii)	Assistance Listings title and number; the pass-through entity must identify dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement		14.231 Emergency Solutions Grant
(b)(1)(xiii)	Identification of whether the award is R&D		No
(b)(1)(xiv)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414)		10.2%
2 CFR § 200.332 (b)(2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.		Yes, See the terms of the Agreement and Exhibit A
(b)(3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports		Yes, Exhibits B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q
(b)(4)(i)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine		

	the appropriate rate in collaboration with the subrecipient, which is either: (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so; (B) The de minimis indirect cost rate.		
(b)(4)(ii)	The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).		
(b)(5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part		Yes, Article VII and VIII of Agreement
(b)(6)	Appropriate terms and conditions concerning the closeout of the Subaward.		Yes, Article X.

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

a)	**Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:**
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audits of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	**Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.208**
(c)	**Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:**
(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

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

Name of Reviewer: Nancy Sharifi

Signature: NSharif

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