

PROJECT ADMINISTRATION AGREEMENT
Between
ORANGE COUNTY, FLORIDA
And
HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.
Regarding
AFFORDABLE HOUSING TRUST FUND
LAND ACQUISITION PROGRAM
FY 2025-2026

THIS PROJECT ADMINISTRATION 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 **HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.**, a qualified not-for-profit corporation registered under the laws of the State of Florida (the **“Agency”**).

RECITALS

WHEREAS, on March 24, 2020, the Orange County Board of County Commissioners (the “Board”) adopted Ordinance 2020-09 establishing the Affordable Housing Trust Fund Program known as the “Housing Trust Fund” or the “Trust Fund” for the purpose of providing the financial resources and the leverage necessary to create and preserve affordable housing units in Orange County; and

WHEREAS, the Agency is a private not-for-profit corporation providing homeownership opportunities to low to moderate income individuals and households (up to 50% to 120% of Area Median Income (AMI) with priority given to households up to and under 80%); and

WHEREAS, the Agency submitted an application to the County requesting monetary assistance for the Program as part of the Orange County’s 2023-2024 Request for Applications for process for Federal funding; and

WHEREAS, the County now desires to provide funding to the Agency in the amount of one million five hundred thousand dollars (\$1,500,000) for the purpose of acquiring lots for the development of affordable homeownership housing units (the “Program”) to be sold to low-to moderate income persons or households; and

WHEREAS, the Orange County Housing and Community Development Division recommended the Program and identified the Housing Trust Fund as a funding source for the Program; and

WHEREAS, the Agency will track, reinvest, and monitor the sale proceeds of the affordable units for the continued acquisition of lands for construction of additional affordable homeownership units until the Program Funds have been fully expended; and

WHEREAS, the Board is permitted and desires to utilize available Housing Trust Fund Program funds for the funding for the Program; and

ARTICLE I

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

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

Section 2. **Documents.**

- A. The following documents form a material part of this Agreement and are hereby incorporated by reference:
 - 1. **Exhibit A:** Scope of Program;
 - 2. **Exhibit B:** Program Budget;
 - 3. **Exhibit C:** Payment Invoice;

Section 3. **Definitions.**

- A. **“Affordable”** shall be defined as a monthly mortgage payment, including taxes and insurance, that does not exceed thirty percent (30%) of the median adjusted gross annual income for households earning one hundred twenty percent (120%) or less of the Orlando Metropolitan Statistical Area (“MSA”) median income as determined by the U.S. Department of Housing and Urban Development (“HUD”). However, it is not the intent to limit an individual’s ability to devote more than thirty percent (30%) of household income for housing. Housing, for which a household devotes more than thirty percent (30%) of its income, shall be deemed affordable if the first mortgage lender is satisfied that the household can afford mortgage payments in excess of the thirty percent (30%) benchmark.
- B. **“Very Low-Income Person or Household”** shall mean a person or household whose incomes does not exceed fifty percent (50%) of the Orlando Metropolitan Statistical Area (hereinafter **“Orlando MSA”**) Median Income, published annually by the U.S. Department of Housing and Urban Development (**“HUD”**) adjusted for family size.
- C. **“Low Income Person or Household”** shall mean a person or household whose income does not exceed eighty percent (80%) of the Orlando MSA Median Income published annually by HUD adjusted for family size.
- D. **“Moderate-Income Person or Household”** shall mean a person or household whose income does not exceed one hundred twenty percent (120%) of the Orlando MSA Median Income published annually by HUD and distributed by FHFC adjusted for family size.

- E. **“Construction”**, for the purposes of construction start dates, shall be defined as any activities necessary for pre-development and/or development of the subject property, to include rezoning, subdivision review, engineering permits, building permits or similar formal reviews with Orange County and other permitting agencies.

Section 4. Description of Program.

- A. **Program Description.** The Agency, a private not-for-profit corporation with experience in developing affordable housing units for ownership, will use the funds provided to the Agency under this Agreement to acquire lots for the purpose of developing affordable homeownership housing units (**“Lots” or “Lot”**).
- B. The funds provided by the County pursuant to this Agreement (**“Program Funds”**) shall be used to complete the Program as further described in the *Scope of Program* attached to this Agreement as **“Exhibit A.”**
- C. After acquiring the Lots with the Program Funds, the Agency shall construct affordable homeownership unit(s) on the Lots acquired from Program Funds. Sale of the homeownership unit(s) are restricted to low-to moderate income persons or households.
- D. The Agency shall track, reinvest, and provide annual monitoring of the sale proceeds. Sale Proceeds shall be determined by using the amount of funds received by the sale of the affordable homeownership unit, less the direct construction and sales costs and less the amount of any Habitat subsidy provided to the purchaser, not including staff time or Lot acquisition cost of the homeownership units. Habitat shall reinvest the proceeds in the amount equal to the County-funded land acquisition cost of the Lot, or the Sale Proceeds if the Sale Proceeds are less than the land acquisition cost, for the continued acquisition of Lots for construction of additional affordable ownership units for no less than 5 years or until all the Program Funds have been expended, as described in Exhibit A of this agreement.

Section 5. Completion Date and Extensions.

- A. The Agency shall complete the initial acquisition of Lots with Program Funds no later than **December 31, 2028** (**“Completion Date”**).
- B. In the event of unavoidable delays deemed by the County to be beyond the control of the Agency, the Housing Division Manager, in their sole discretion, may extend the Completion Date with reasonable discretion (**“Extension Date”**). Any such extension of the Completion Date approved by the Housing Division Manager will be done in writing and may not extend beyond the term of any relevant grant.
- C. The County shall retain the right to be fully informed of all issues associated with the Program that may result in a change in the Completion Date or in the *Scope of Program*. The

Completion Date may not be changed or otherwise modified beyond the term of this Agreement without prior written approval by the County.

D. The agency must begin construction of the acquired Lot(s) within 12 months of closing date for each Lot acquired with Program Funds. If additional time is necessary, the agency may submit a written request to the Housing Trust Fund Assistant Project Manager.

Section 6. The Parties' Obligations.

A. The Agency shall oversee the Program including, but not limited to, identification of Lots suitable for affordable housing, as approved by Orange County, as described in the Scope of Program (Exhibit A), acquisition of those Lots and commencement of construction of affordable homeownership units on the Lots within twelve (12) months of closing date.

B. The County and Housing Division Manager shall retain the right, but not the obligation, to conduct investigations as required. The County's investigations, or any lack thereof, shall not relieve the Agency of any responsibility, obligation, or liability that it has assumed in this Agreement.

C. The Agency shall ensure that all services provided by its employees, agents, or any of its sub- contractors are performed in accordance with this Agreement.

D. The Housing Division Manager shall retain the right to review the parcels considered for acquisition and be informed as to the progress of the acquisition process for parcels and any issues that may arise including, but not limited to, any change to the *Completion Date* or *Scope of Program*. In no event shall the *Completion Date* be changed or otherwise modified beyond the term of this Agreement without prior written approval by the County. The County's review and participation as described in this subsection shall not relieve the Agency of any responsibility, obligation, or liability that it has assumed in this Agreement.

E. The Agency shall provide annual monitor reports to the County as described in Exhibit A, the Scope of Program.

F. The Agency shall ensure that all services relating to the Program are completed by the initial *Completion Date*, or the County approved *Extension Date*.

Section 7. Program Funding.

A. The County has reserved funds in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) for costs associated with the Program in accordance with the *Program Budget* attached to this Agreement as "**Exhibit B**"; the Agency understands that One Million Five Hundred Thousand Dollars (\$1,500,000) of the funding received pursuant to this Agreement comes from the Orange County Affordable Housing Trust Fund (HTF).

B. The Agency shall use the Program Funds only towards the Program which shall include only those eligible expenses permitted under the *Scope of Work, Program Budget*, and other terms of this Agreement. Should the Housing Division Manager, in their sole discretion, find that the Agency is not utilizing the Program Funds in accordance with this Agreement's requirements, the Housing Division Manager may reduce or otherwise alter the funding amount of this Agreement.

C. Any Program Funds allocated to the Agency by the County for this Program that are not expended within the term of this Agreement shall be retained by the County. The County shall not pay the Agency for any Program services, costs, or expenses incurred by the Agency that are outside the scope or term of this Agreement.

Section 8. Program Budget.

A. The Agency may incur expenses associated with the Program for an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) ("**Program Budget**"). The County's payment of the Program Budget shall be subject to the terms and conditions set forth in this Agreement and pursuant to the *Program Budget* attached to this Agreement as "**Exhibit B.**" The parties agree that the County shall have the sole authority and discretion in determining the final amount to be expended by the County for the Program.

B. Budget Amendments; Eligible Uses.

1. As the intention of this Agreement is to broadly address the affordable housing concerns of Orange County, Florida, the Housing Division Manager is hereby given discretion to amend the *Program Budget* and/or approve expenses that may not explicitly be permitted in this Agreement's *Scope of Program* or *Program Budget*, without formal amendment to this Agreement.
2. The above-referenced discretion is granted so long as the amendment or expense approved by the Housing Division Manager:
 - a. Does not increase the total *Program Budget* amount; and
 - b. Is provided in writing that it is in the Housing Division Manager's opinion that the amendment to the *Program Budget* or *Scope of Program*, will assist the County in meeting its affordable housing provision objectives.
3. Without such written approval from the Housing Division Manager, the Agency must use the funds in strict compliance with the terms of the *Scope of Program*

and *Program Budget* in order for any expenses to be considered an “eligible use” of the funds.

4. Any amendments to the *Program Budget* that do not meet the requirements of this provision must be made by formal written amendment to this Agreement.

C. The Agency acknowledges and agrees that it shall be responsible for any costs associated with the Program that exceed the Program Budget or the County’s anticipated payment as set forth in this Agreement.

D. The Agency shall maintain sufficient financial resources to meet any expenses incurred during the period of time between the provision of services under this Agreement and payment by the County.

E. Eligible uses for Program Funds include the cost of the land, appraisal fees, title insurance, and closing costs.

Section 9. Payment Requests.

A. The Agency shall submit a written Payment Request for Program Funds to the County, in accordance with the Program Budget, **Exhibit “B”**. A copy of a Payment Invoice is attached hereto and incorporated by this reference as **Exhibit “C”**. All Payment Invoices and supporting documentation, as more specifically described in this Section, shall be submitted to the Assistant Project Manager two (2) weeks prior to closing.

B. Supporting documentation required for processing a Payment Invoice shall include:

- (a) A copy of the preliminary closing statement or contract;
- (b) A copy of the preliminary title commitment;
- (c) A copy of a contract for sale/purchase agreement;
- (e) Any other documentation requested by the County’s Program Administrator.

C. A Payment Request shall be completed in its entirety. A Payment Invoice that is incomplete or which fails to include the required supporting documentation shall be deemed incomplete and rejected.

D. A completed Payment Invoice and supporting documentation shall be submitted to the Housing and Community Development Division Assistant Project Manager, 525 East South Street, Orlando, Florida 32801.

Section 10. Payment Methods.

A. **Local Government Prompt Payment Act.** Unless otherwise stated in this Agreement, 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.

B. Upon review and approval of the Agency's Invoice, payment invoice, and supporting documentation, the Housing Division Manager or designee shall submit the Agency's request for payment to the Fiscal and Operational Support Division for review and payment by the Orange County Comptroller's Office ("**Comptroller**").

C. Invoices that are deemed to be incomplete, untimely, or that are not accompanied by the necessary supporting documentation may result in the delay or possible denial of payment. All checks disbursed shall be made payable to the Agency in accordance with the Notices section of this Agreement.

D. The County reserves the right to withhold or deny payment of Program Funds to the Agency relating to the Program or this Agreement that are deemed by the County to be unsatisfactory, insufficiently documented, or a result of the Agency's failure to comply with the terms and conditions of the Program or this Agreement. In such case, the Housing Division Manager shall provide written notice to the Agency specifying the corrective action to be taken, if any, and a reasonable date for compliance with such action.

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

F. Without approval by the Housing Division Manager as provided pursuant to the "**Budget Amendments; Eligible Uses**" subsection above, the County shall not make payments for, or in any way be responsible for, payment to the Agency for any goods or services provided that do not fall within the terms and conditions of this Agreement.

G. The Agency shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or expense that occurs outside the term of this Agreement or for any purpose not included in, or in conformance with, the Scope of Program.

H. The Agency may not accept duplicate funding for any cost, position, service, or deliverable funded with Program Funds. Duplicative funding is defined as more than one hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined or may be terminated. Such suspension or termination may be initiated at the sole discretion of the County.

I. Any costs or expenses incurred by the Agency that exceed the overall Program Budget amount set forth in this Agreement, or which are incurred outside of the term of this Agreement, shall be the sole responsibility of the Agency.

Section 11. Term and Termination.

A. **Term.** This Agreement shall take effect upon execution of all parties and approval by the BCC ("Effective Date").

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

1. The Agency fails to comply with the terms and conditions of this Agreement; or The Agency is unable to perform under this Agreement for any reason including unavailability of funds to finance all or part of the program; or
2. The Agency materially breaches any term of this Agreement as determined at the sole discretion of the County; or
3. The Agency fails to provide housing for very low, low, or moderate-income persons or households in Orange County; or
4. The Agency makes any material representation in any certification or communication submitted to the County or Housing Division Manager in an effort to induce the use of Program Funds or the administration of Program Funds and the Agency's certification or communication is determined by the County to be false, misleading, or incorrect in a material manner; or
5. The Agency does not disclose to the County, upon demand, the name of all persons with whom the Agency has contracted, or intends to contract, with to perform the housing construction activities associated with the Program; or
6. The Agency defaults or fails to promptly pay amounts owed to contractors or sub-contractors for work performed in the Program; or
7. The Agency voluntarily files for bankruptcy, reorganization, or any other insolvency proceedings, or if a receiver is appointed for the Program, or if the Program becomes subject to the bankruptcy court, or if there is an attachment, execution, or other judicial seizure of the Agency assets; or
8. The Agency assigns, transfers, conveys, or sells its interest in this Program or the associated Property or any interest in this Agreement to any entity or in contradiction to the terms of this Agreement.

C. **Opportunity to Cure.** The County may, at its sole discretion, provide the Agency with a Notice to Cure a default or breach of this Agreement. If the Agency fails to cure the default or breach to the County's satisfaction within the time provided in the Notice to Cure, the County may terminate this Agreement for cause. The Agency shall cure the breach within thirty (30) days of receiving notice of such breach. In the event that the Agency is unable to cure the breach within the allotted thirty (30) days, the Agency shall request an extension of time not to exceed ninety (90) days. Any such request for extensions shall be made in writing and shall be submitted to the County within the first thirty (30) day time period. In such instances where the Agency is unable to correct the breach within the allotted thirty (30) day time period, the Agency shall commence such correction(s) within the ninety (90) days, and thereafter diligently pursue the same to completion within such period. In the event that the Agency fails to comply with the requirements of this Section, the Agency shall repay to the County any amount that was distributed up to the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000).

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

1. Stop working under this Agreement on the date of receipt and to the extent specified in the notice of termination, and continue the performance of this Agreement to the extent not terminated under the provisions of the Termination section of this Agreement; and
2. Incur no further costs to the extent that such costs relate to the terminated provisions of this Agreement; and
3. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without payment for services rendered in completing said reports beyond the termination date; and

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

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

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

H. 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.

Section 12. Indemnification, Sovereign Immunity, Liability, Independent Contractor, and Services to Third Parties.

A. Indemnification.

1. The Agency will assume all liabilities, risks and losses for damage to the Lots , any structures or improvements made to or installed on the Lots, and for injuries to persons on the Lots resulting from the acts or omissions the Agency, its officers, employees, agents, contractors or subcontractors.
2. To the fullest extent permitted by law, the Agency shall release, indemnify, defend and hold harmless the County, its officials, agents, and employees from and against any and all claims, damages, losses, and expenses, demands, suits or other actions, liabilities, costs and expenses (including reasonable 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, its contractors or subcontractors (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. Nothing in this Agreement shall be construed as a waiver of the County's right to sovereign immunity beyond the limits set forth in s. 768.28, Florida Statutes.

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

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

D. **Liability.** The County shall not be liable to the Agency for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach or termination of this Agreement, regardless of any notice of the possibility of such damages.

E. **Independent Contractor.** The parties agree that the relationship between the County and the Agency that is established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any employment relationship between the County or any of its employees and the Agency or any of its employees. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

F. **Services to Third Parties.** The parties agree that the services provided pursuant to this Agreement are to be provided to third parties and not directly to the County itself. The County and Agency hereby agree that the Agency is not a “Contractor” as defined in Section 448.095, Florida Statutes. Notwithstanding the foregoing, by executing this Agreement, the Agency hereby certifies that – to the extent applicable to the Agency – the Agency complies with the terms and provisions of Section 448.095, Florida Statutes, as they apply to Private Employers.

Section 13. Safety Requirements.

A. The Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance under this Agreement. The Agency shall take all reasonable precautions for the safety and protection of:

1. All employees and all persons whom the Agency determines to be on the premises and other persons who may be affected thereby; and
2. All property, materials and equipment on the premises under the care and custody of the Agency; and
3. Other property at or surrounding the premises including trees, shrubs, lawns, walkways, pavements, and roadways.

B. The Agency shall comply with, and shall ensure that its employees, contractors, and sub-contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from an authority bearing on the safety of persons or property for their protection from damage, injury, or loss.

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

Section 14. Insurance.

A. Without limiting the Agency's indemnification, the Agency shall maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, all appropriate policies of insurance coverage concerning its operations with limits on forms (including endorsements) as described in this Agreement. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to the County thirty (30) days prior to the commencement of construction. The County shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. The County shall be named as additional insureds on all policies of liability insurance. These requirements, as well as the County's review and acceptance of insurance by the Agency is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement.

B. Required Coverage:

1. **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form, as filed for use in Florida, or its equivalent with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence. The Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.
2. **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than \$100,000 (One- Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis.

Required Endorsements:

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

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

C. Insurance carriers providing coverage required under this Agreement must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-, Class VIII or better. In addition, such policy shall provide that the coverage shall be primary for losses arising out of the Agency's performance of the Agreement. Neither the County nor their insurers shall be required to contribute to any such loss. The required certificate shall be furnished by the Agency to the County prior to the execution of this Agreement.

D. Prior to the expiration of any of the insurance policies referenced in this Section, the Agency shall provide the County with evidence of the renewal of said insurance policies in a form satisfactory to the County.

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

Section 15. Recordkeeping.

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

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

C. The Agency shall establish and maintain separate accounting records for the Agency's activities related to this Agreement and Program with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement.

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

Section 16. Record Management and Reporting.

A. **Record Management.** The Agency acknowledges that the Agency shall abide by the requirements of this "Record Management" provision.

1. **Maintenance.** In the performance of this Agreement, the Agency shall establish and maintain separate books, records, and accounts of all activities related to this Agreement, in compliance with generally accepted accounting and record maintenance procedures.
2. **Retention.** All books, records, and accounts related to the performance of this Agreement, whether paper or electronic (**Relevant Records**), must be retained by the Agency for a period of five (5) years after termination of this Agreement, including any extensions or renewals, unless this Agreement is the subject of litigation, claim, or audit findings, at which point the Agency must retain such books, records, and accounts record for a period of five (5) years after the conclusion of any such litigation, claim, or audit finding.
3. **Access.** Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County.
4. **Public Records.** All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. As such, all books, records, and accounts created by the Agency, or provided to the Agency pursuant to this Agreement, are public records and the Agency agrees to assist the County in compliance with any request for such public records made in accordance with Chapter 119, Florida Statutes.
5. 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 theHTF Plan.

Section 17. Public Records Compliance. Pursuant to Section 119.071, Florida Statutes, the Agency must:

- A. Keep and maintain public records required by the County to perform the services contemplated in this Agreement.
- 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 areasonable 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 back 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 services 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 must 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, SHALL CONTACT THE PUBLIC RECORDS COORDINATOR AT PROCUREMENT PUBLIC RECORDS LIAISON; 400 E. SOUTH STREET, 2nd FLOOR, ORLANDO, FL 32801; PROCUREMENTRECORDS@OCFL.NET; (407) 836-5897.

Section 18. Personal Information Protection.

A. In accordance with Section 501.171, Florida Statutes, the Agency shall take reasonable measures to protect and secure data in electronic form containing any personal information retained in the performance of the services relating to this Agreement. Personal Information shall mean an individual's first name or first initial and last name in combination with any of the following:

1. A social security number; or
2. A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity; or
3. A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account; or

4. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a professional; or
 5. An individual's health insurance policy number or subscriber identification number and a unique identifier used by a health insurer to identify the individual.
- B. Personal information shall include a username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
- C. The Agency shall take reasonable measures to protect and secure data in electronic form containing the personal information, identified in this Section (collectively hereinafter referred to as "**Personal Information**"), that the Agency has been contracted to maintain, store, or process on behalf of the County or Housing Division Manager, in accordance with the requirements of this Section.
- D. The Agency shall provide notice to the County as expeditiously as possible, but no later than forty-eight (48) hours, following the determination of a breach, or reasonable suspicion of a breach, of any system containing data in the electronic form that the Agency has been contracted to maintain, store, or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form containing Personal Information regardless of its source.
- E. Notice of such breach to the County shall include the following:
1. A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security; and
 2. The number of individuals who were or potentially have been affected by the breach; and
 3. A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security; and
 4. The name, address, telephone number, and e-mail address of the employee, agent, or contractor from whom additional information may be obtained concerning the breach; and
 5. Any additional information requested by the Housing Division Manager.

Section 19. Right to Audit. The County, the Comptroller, or their authorized designees, shall have the right to audit all of the Agency's records created pursuant to, or in any way related to, this Agreement. This includes, but is in no way limited to, the right to audit the Agency's use of Project Funds disbursed under this Agreement to ensure compliance with the terms, conditions, and

obligations set forth in this Agreement. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the County or the Comptroller to perform such audit.

Section 20. Equal Opportunity and Fair Housing.

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

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

Section 21. Scrutinized Companies.

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

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

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

Section 22. Notices. Any notice required or permitted under this Agreement must be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices must be delivered to each of the parties at the following addresses or such other addresses as specified by written notice in compliance with the terms of this paragraph.

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

AND

Orange County Administrator
201 South Rosalind Avenue Orlando, Florida 32801

As to Agency:
President/CEO
Habitat For Humanity Greater Orlando and Osceola County,
Inc.
4116 Silver Star Road
Orlando, FL 32808

Section 23. Amendments to Agreement. Amendments to this Agreement that do not require approval by the Board shall be submitted on the Agency letterhead to the Housing Division Manager in writing for approval and shall provide an explanation as to why an amendment is being requested. Unless otherwise contemplated in this Agreement, any such proposed amendment or modification to this Agreement shall only become effective upon proper execution by both parties to this Agreement. No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

Section 24. General Terms and Conditions.

A. **Cost Principles and Audit Requirements.** The Agency shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The County shall not, for any reason, be responsible or liable for the Agency's failure to comply with the requirements of this Section or any obligation imposed upon the Agency in this Agreement.

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

C. **Conflict of Interest.** No officer or employee of the Agency or its designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities associated with Project Funds or who is in the position to participate in decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from an activity related to the Project or Project Funds, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The Agency shall keep records supporting its requests for waivers of conflicts.

D. **Gifts.** The Agency shall reject gifts that may create a conflict of interest or may create an appearance of a conflict of interest.

E. **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.

F. **Force Majeure.** Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within fourteen (14) calendar days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this Agreement. Notwithstanding the foregoing, the Agency cannot claim *Force Majeure* under this provision for any emergency, exigency, or “Act of God” that any way existed at the time this Agreement was executed.

G. **Assignments and Successors.** The Agency shall not assign, transfer, convey, or sell its interest in the Project during the Agreement term without prior written consent from the County. In the event the Agency assigns, transfers, conveys or sells its interest in the Project without the required written consent of the County, the Agency may be declared in default under this Agreement by the County and the County may avail itself of all remedies provided for in this Agreement or otherwise legally available. The County shall have the right to assign or transfer this Agreement in whole or in part to any properly authorized commission, authority or other public agency empowered by law to serve the unincorporated area of Orange County.

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

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

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

J. **Waiver.** No delay or failure on the part of any party hereto 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 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.

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

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

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

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

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

P. **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 benefitted party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

Q. **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, remedies, and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

R. **No Representations and Construction.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement. Additionally, each party represents that they have had the opportunity to consult with an attorney and have carefully read and understand the scope and effect of the provisions of this Agreement.

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

T. **Remedies.** No remedy in this Agreement conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy under this Agreement or now or after termination of this Agreement existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, powers, or remedies under this Agreement shall preclude any other or further exercise of any rights, powers or remedies.

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

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

W. **Compliance with Laws.** It shall be the Agency's responsibility to be aware of federal, state, and local laws relevant to this Agreement. The Agency shall abide by all applicable federal and state laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all applicable federal, state and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. The Agency shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on the County. The Agency further agrees to utilize the Project Funds under this Agreement to supplement rather than supplant funds otherwise available.

X. **Recordation of the Agreement.** The parties hereto agree that the County has the right to record an executed original of this Agreement in the Public Records of Orange County, Florida.

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

Z. **Land Use Approvals.** This Agreement shall not be construed as granting or assuring or indicating any approval of any necessary applications or approval or acquiescence to the alteration of existing land use or approval for any other regulatory permit relating to the Project, or creating any vested right with respect to any land use regulations, and the County shall not be construed by virtue of entering into this Agreement to have made any such endorsement, finding, or recommendation or to have waived any right of the BCC or to have estopped the BCC from asserting any rights or responsibilities it may have in such regard to the Property or Housing Units. The Agency shall comply with all County requirements relating to approval of construction plans and building permits.

AA. **Counterparts and Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the addresses set forth herein, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such facsimile delivery.

BB. The Agency must submit to the County in the monitoring report proof that any unit located on a Lot acquired with Program Funds was sold to a qualified low- or moderate-income buyer as demonstrated by the utilization of down-payment assistance.

Section 25. Entire Agreement. This Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject

matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether written or oral, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By:

Jerry L. Demings
Orange County Mayor

Date:

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

BY: _____
Deputy Clerk

Date: _____

[REMAINING SIGNATURES ON FOLLOWING PAGE]

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

HABITAT FOR HUMANITY GREATER ORLANDO AND
OSCEOLA COUNTY, INC.

BY: C. McManus

Catherine McManus
President and CEO

Date: 10/23/25

NOTARY: Hannah DeFrank

STATE OF: Florida) COUNTY OF: Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or _____ online notarization
on this day of 10/23 2025 by **HABITAT FOR HUMANITY GREATER ORLANDO AND
OSCEOLA COUNTY, INC.**

a Florida not-for-profit corporation, on behalf of the company who is:

☒ Personally Known

☐ Produced Identification. ID Type: _____

Hannah DeFrank

Signature Notary Public

Print, Type/Stamp Name of Notary



EXHIBIT A SCOPE OF PROGRAM

The proposed Program covers the acquisition of Lots to aid in the development of affordable housing stock and meets the goal of the Active Acquisition of Property for Housing Development strategy in the Affordable Housing Trust Fund plan.

Eligible Program Funds Activities: Land costs, appraisal fees, title insurance, and closing costs.

Output: Acquisition of properties for the purpose of developing affordable homeownership housing units.

Criteria for acquisition of properties include:

- Where possible, properties should be within the Urban Service Area;
- Preference for properties that are in close proximity to major transportation routes, employment centers, and community services as determined by the Access and Opportunity Model (score of 60+);
- When appropriate, the agency is encouraged to develop a variety of housing types;
- The agency must begin construction of the acquired Lots within 12 months of closing date. If additional time is necessary the agency may submit a written request to the HTF Assistant Project Manager.

Outcome: Acquisition of suitable land for the provision of safe and decent affordable homeownership housing units for very low-, low-, and moderate-income individuals/families.

Monitoring: The Agency shall provide the County with annual monitoring reports at the close of each Agency fiscal year for a period of no less than 5 years which tracks the net sale proceeds of the units sold on Lots acquired with Program Funds. Sales Proceeds will be defined as the proceeds of the final home sale, less direct construction costs (not including land acquisition costs funded by this agreement or staff labor), and less sales costs, including any Habitat subsidies and closing costs. The monitoring report must include the date of sale, the sale amount, and the percentage and value of the land acquired with Program Funds. The monitoring report shall also identify the remaining Program Funds available after the sale of the unit(s). Habitat shall reinvest the proceeds in the amount equal to the County-funded land acquisition cost of the property, or the amount of the Sales Proceeds as defined above if Sales Proceeds are less than the land acquisition cost, in future acquisition(s) of Lots for construction of additional homeownership units to be sold to qualified low- to moderate person(s) or household(s). Monitoring is required for each property acquired with the Program Funds. In addition, the Agency must submit to the County in the monitoring report proof that any unit located on land acquired with Program Funds was sold to a qualified low- or moderate-income person(s) or household(s) as demonstrated by the utilization of down-payment assistance.

EXHIBIT B
HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY
PROGRAM BUDGET

Direct Costs	Total Cost
Land Acquisition Program - Cost of acquisition of vacant lots for the development of homeownership affordable housing.	\$1, 500,000
TOTAL BUDGET	\$1, 500,000

ELIGIBLE PROGRAM FUND ACTIVITIES: Refer to *Scope of Program* found in “**Exhibit A**”.

Note: The Housing Division Manager may approve additional eligible funding uses that are not explicitly included below pursuant to Section 8 (“Program Budget”) of this Agreement.

EXHIBIT C
PAYMENT
INVOICE

INVOICE NUMBER_____

MONTH _____

Name of Agency: _____

Program Name: _____

Bill to: Orange County Housing and Community Development

Attention: Housing for All /Assistant Project Manager

525 E. South Street Orlando, FL 32801

Description	Amount Billed
Total	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the associated Agreement. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Title: _____

Authorized Signature: _____ Title: _____