

Return to:
Orange County Housing
and Community Development Division
525 E. South Street Orlando, FL 32801-2891
Attn: Angela Abrusci

PROJECT ADMINISTRATION SUBRECIPIENT AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
regarding
THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM
FY 2024-2025, FY 2025-2026, AND FY 2026-2027

THIS AGREEMENT, hereinafter referred to as the “**Agreement**”, is made and entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, hereinafter referred to as “**County**” and Coalition for the Homeless of Central Florida, Inc., a qualified not-for-profit corporation registered under the laws of the State of Florida, hereinafter referred to as “**Subrecipient**”.

WHEREAS, the County receives State Housing Initiatives Partnership (“**SHIP**”) funding, pursuant to Section 420.907 through Section 420.9089, Florida Statutes, as amended, and Rule Chapter 67-37, Florida Administrative Code (the “**SHIP Regulations**”), for the provision of safe, decent and affordable housing to individuals and families of very low, low and moderate income;

WHEREAS, the County has designated the Orange County Housing and Community Development Division to serve as its authorized designee (“**Program Administrator**”) in overseeing and managing the delivery of services associated with SHIP funding; and

WHEREAS, the Board of County Commissioners of Orange County by Resolution No. **2024-M-11** adopted the Orange County SHIP Local Housing Assistance Plan (“**LHAP**”) for State Program Years **2024-2025, 2025-2026, and 2026-2027**; and

WHEREAS, utilizing SHIP funding, the County is undertaking certain activities to develop and sustain viable communities, provide decent housing and a suitable living environment, and to expand economic opportunities principally for person and households of very low, low and moderate income, as fully described in Section II and Section III Incentive Strategies of the LHAP in compliance with SHIP Regulations (hereafter referred to as the “**SHIP Program**”); and

WHEREAS, Florida Senate Bill 1534 created Section 420.6265, Florida Statutes, which encouraged homeless Continuum of Care agencies to adopt the Rapid Rehousing approach to

prevent homelessness for individuals and families who do not require the intense levels of support provided in the permanent supportive housing model; and

WHEREAS, Florida Senate Bill 1534 modified Section 420.9075(2)(a), Florida Statutes encourages counties to participate in SHIP to develop a strategy within its local housing assistance plan which provides program funds to reduce homelessness and partner with lead agencies of Continuum of Care local homeless assistance to combine resources to reduce housing costs for the targeted population; and

WHEREAS, Subrecipient is a private not for profit homeless corporation with experience providing shelter and supportive services to the homeless population including Rapid Rehousing; and

WHEREAS, the County and the Subrecipient entered into similar Agreements on August 11, 2020, November 14, 2023, and an Amendment on April 5, 2022 for the specific purpose of providing funds to address homeless housing needs through rapid Rehousing services; and

WHEREAS, the County finds that providing Subrecipient with a Subaward pursuant to the terms of this Agreement shall best serve the welfare of the public, which will fulfill the purposes and policies of SHIP.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the County and Subrecipient agree as follows:

The following attached documents are hereby incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Budget
Exhibit C	Income Guidelines
Exhibit D	Income Eligibility Determination
Exhibit E	Rent Limits
Exhibit F	Housing Habitability Standards
Exhibit G	Housing Habitability Standards – Inspection Checklist
Exhibit H	Documentation Checklist for SHIP Program Rental Assistance
Exhibit I	Invoices
Exhibit J	Monthly Programmatic Report
Exhibit K	Subrecipient Monitoring Guidelines
Exhibit L	Leased Employee Affidavit
Exhibit M	Commercial General Liability
Exhibit N	Waiver of Our Right to Recover From Others Endorsement
Exhibit O	Waiver of Transfer of Rights of Recovery Against Others to Us

The parties are bound by the attached documents as if the text of these documents were written verbatim into this Agreement. The Agreement and the attached documents are intended to supplement and complement each other and shall, where possible, be so interpreted.

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

Section 2. Program Objectives. The County will provide funding to meet the following objectives.

- a. Engage homeless households living in shelters, motels, cars, or public spaces; and
- b. Rapidly re-house homeless households; and
- c. Stabilize homeless households with case management.

Section 3. Scope of Services.

3.1 Activities.

- a. The Subrecipient shall carry out, or cause to be carried out, the work described in **Exhibit A**, attached hereto (hereafter, the “Project”) and made part hereof.
- b. Subrecipient shall comply with all SHIP project requirements pursuant to Sections 420.907 through 420.9079, Florida Statutes, as amended, Chapter 67-37, Florida Administrative Code, and the LHAP, all of which are incorporated herein by reference.
- c. SHIP funds shall be expended only for those costs associated with the implementation and provision of those Project activities identified in the SHIP Project proposed budget (“Budget”), a copy of which is attached hereto and incorporated by this reference as **Exhibit B**, or as otherwise approved by the County in accordance with local and state guidelines.
- d. Subrecipient shall have an established process for determining eligibility of applicants that is consistent with the income guidelines, homeless eligibility determination guidelines and SHIP recordkeeping requirements. The income guidelines are attached hereto as **Exhibit C**. The homeless eligibility determination guidelines are attached hereto as **Exhibit D**.
- e. Subrecipient shall have an established process to verify that client rents do not exceed the rent limits outlined in **Exhibit E**.
- f. Subrecipient shall have an established process for determining validity of the lease including at a minimum, the criteria described in **Exhibit A**.

3.2 **Service Area.** Subrecipient shall provide services through their facilities located at 18 North Terry Avenue, Orlando, FL 32801, or such other address located within Orange County, as may be provided to the County in writing ("Facility").

Section 4. Records and Confidentiality.

4.1 Records Management.

- a. Subrecipient shall retain copies of all records relating to this Agreement to assure proper accounting and monitoring of all funds associated with this Agreement. Subrecipient shall retain copies of all records relating to this Agreement to assure compliance with the reporting requirements of this Agreement.
- b. All such records shall be maintained in an organized and systematic manner and in a format acceptable to the Program Administrator.
- c. A separate file should be maintained for every applicant, regardless of whether the request was approved or denied.
- d. Records must be retained in electronic form. The standards used must comply with the Florida Administrative Code and any local record retention policies.
- e. If services provided with SHIP funds include financial assistance and/or housing relocation and stabilization, documentation for these services must follow the criteria established in **Exhibits F through H**.
- f. Subrecipient shall retain copies of all records including but not limited to books, records, and accounts related to the Project services provided under this Agreement for a period of five (5) years after termination of this Agreement unless this Agreement is the subject of any litigation, claim or audit, at which point Subrecipient shall retain such records for a period of five (5) years after the conclusion of any such litigation (including any associated appeals), claim or audit findings have been resolved. This Article shall survive the expiration or earlier termination of this Agreement.

4.2 Requirements for Personal Information Protection.

- a. Subrecipient shall take reasonable measures to protect and secure data in electronic form containing any personal information retained in the performance of the Project related 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:
 - i. A social security number;
 - ii. 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;

- iii. 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;
 - iv. Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - v. An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
- b. Personal information shall also 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. Subrecipient 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 Subrecipient has been contracted to maintain, store, or process on behalf of the County or Program Administrator, in accordance with the requirements of this Section.
- d. Subrecipient shall provide notice to the County as expeditiously as possible, but no later than forty-eight (48) hours, following the determination of the breach, or reasonable suspicion of a breach, of any system containing data in the electronic form that Subrecipient has been contracted to maintain, store or process on behalf of the County. Breach shall mean any unauthorized access of data in electronic form regardless of its source.
- e. Notice of such breach to the County shall include the following:
 - i. A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
 - 1. The number of individuals who were or potentially have been affected by the breach;
 - 2. A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;
 - 3. 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
 - 4. Any additional information requested by the Program Administrator.

4.3 **Public Records Compliance Requirements.**

- a. Pursuant to Section 119.0701, Florida Statutes, the Subrecipient must:

- i. Keep and maintain public records required by the County to perform the services contemplated herein.
- ii. 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.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Subrecipient does not transfer the records back to the County.
- iv. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Subrecipient or keep and maintain public records required by the Subrecipient to perform the services in accordance with Florida law.
- v. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of this Agreement, the Subrecipient shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
- vi. 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.
- vii. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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 5. Funding and Budget Requirements.

5.1 Funding.

- a. The Subrecipient understands that this Agreement receives one hundred (100%) percent of its SHIP funding from state funds, and in the event the state government disallows payment, for whatever reason, and requires repayment of the Project funds,

the Subrecipient shall be responsible for reimbursing the County the total amount owed.

- b. The Subrecipient understands and agrees that the services provided to the clients are on an “as needed basis,” and that the dollar values referred to in this Agreement do not in any way constitute a guarantee of the level of effort that may be requested by the Subrecipient or a guaranteed payment of the total maximum amount payable.
- c. Should the County, in its sole discretion find that the Subrecipient is not utilizing Project funds in a sufficient manner, the County reserves the right to reduce, or otherwise alter the funding amount of this Agreement. Notification of such funding modification shall be provided in accordance with the notice provision of this Agreement.

5.2 Budget.

- a. The County shall pay the Subrecipient a total amount up to and not exceeding One Million Two Hundred Thousand Dollars (\$1,200,000) from SHIP funds. Such funds shall be paid in accordance with the Subrecipient’s Budget and all state and local laws, rules, regulations, and orders. A copy of Subrecipient’s budget is attached hereto as **Exhibit B**.
- b. The County shall render payments to the Subrecipient based upon receipt of an itemized invoice.
- c. The Grantee shall be the final authority as to the availability of Funds and as to how available Funds will be allocated.

Section 6. Billing Requirements and Payment Methods.

6.1 Billing Requirements.

- a. This is a Cost Reimbursement Line-Item Budget Agreement. All requests for payment and/or reimbursement shall include a copy of the approved annual budget, an invoice outlining the month’s expenditures, an itemized invoice detailing client specific payments made for the current reimbursement period, and documentation with sufficient detail to verify and validate that Project allowable expenses were incurred. A copy of the invoices (hereinafter “**Invoice**”) to be submitted is attached hereto and incorporated by this reference as **Exhibit I**. Invoices shall be forwarded to the Program Administrator’s office as identified in the notice provision of this Agreement.
- b. The Subrecipient shall submit all invoices and/or requests for reimbursement to the Program Administrator’s office on or before the last business day of each month. Invoice submittals shall include SHIP Program allowable Project services incurred during the prior month.

- c. Each Invoice shall be completed in its entirety. Any Invoice that is incomplete or which fails to include the required supporting documentation of allowable expenses shall be deemed incomplete and rejected. In such case, the Program Administrator shall provide written notice to the Subrecipient specifying the corrective action to be taken and a reasonable date for compliance with such action.
- d. Failure by the Subrecipient to provide Invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of Subrecipient for subsequent funding awards. Failure to submit Invoices in a timely manner may result in additional contract conditions, suspension or termination of the Agreement.
- e. The Subrecipient expressly understands that it is liable for and accepts responsibility for repayment of any Funds disbursed under the terms of this Agreement that may be deemed to have been disbursed in error. Repayment by Subrecipient to the County shall be within thirty (30) calendar days from the date of demand by the County.
- f. The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement, including but not limited to, submission of the Monthly Programmatic Reports or assisting the number of clients anticipated, have not been met. A copy of the Monthly Programmatic Report is attached hereto and incorporated by this reference as **Exhibit J**. The number of clients anticipated can be found in **Exhibit A**.
- g. The Subrecipient shall ensure that:
 - i. All social security numbers included on documents submitted to the Program Administrator are excluded, deleted or redacted, except that the last four digits may be used to identify clients in records or reports, if the Subrecipient does not have a client identification numbering system in place.
 - ii. For employee salaries, the Subrecipient shall submit time sheets or other records documenting time employees spent on SHIP Program related activities for the pay period covering the pay period(s) reimbursement is being requested. This shall include records for employees that are partially involved in Project activities.
 - iii. As part of its monthly reimbursement request, the Subrecipient 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 and monthly report.
 - iv. The Subrecipient shall submit documentation reporting program income earned during the previous month as a result of SHIP Program Funds utilized for the Project.

- h. Requests for transfers within approved line items in the Project Budget (**Exhibit B**), which are reasonable and justifiable, are permissible with the approval of the County's Housing and Community Development Division Manager ("Manager") upon written request by the Subrecipient. Such request shall be submitted no later than forty-five (45) days prior to the expiration date of this Agreement.

6.2 Payment Methods.

- a. Invoices will be processed for payment only after all documentation has been verified for completeness.
- b. The County shall make payments to the Subrecipient for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.

Section 7. Program and Financial Management Requirements.

7.1 Use of Funds.

- a. The amount of reimbursement requested by the Subrecipient from the County for the Project shall not exceed the total funds of \$400,000 per year allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Subrecipient exceeding the funding amount approved by the County shall be the sole responsibility of the Subrecipient.
- b. Upon notice from the County to terminate the Project, the Subrecipient shall immediately discontinue expending any funds for the Project. The Subrecipient shall not resume providing services under the Project without written approval from the County. Any charges or expenses incurred by the Subrecipient without first receiving the required written approval from the County will be the sole responsibility of the Subrecipient.
- c. The Subrecipient shall repay the County any funds, which were paid in error to the Subrecipient under the terms of this Agreement.
- d. Any funds allocated to the Subrecipient by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Subrecipient shall not be reimbursed by the County for any Project services or expenses incurred not within the term of this Agreement.
- e. The Subrecipient shall complete all Project Services contemplated under this Agreement no later than **December 31, 2027** ("Project Deadline"). Any request to extend the Project Deadline shall be in writing and submitted to the Program Administrator no less than forty-five (45) days prior to the established Project Deadline.

- f. Duplication of Services is not permitted under the agreement and can be reviewed by the Program Administrator for approval.

7.2 Financial Standards.

- a. The Subrecipient shall maintain accounting systems with internal controls that safeguard SHIP funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with SHIP requirements.
- b. Funds associated with this award may not be used for cost sharing or matching the requirements of other grants unless specifically allowed.

7.3 Program Income and Fees.

- a. Program income, for the purpose of this Agreement, includes but is not limited to, the net proceeds derived from activities funded by the SHIP Program, such as the return of unused deposits, unused prorated rents or refunds.
- b. 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 SHIP Program Funds that are used in accordance with Section 420.9072, Florida Statutes, and promptly returned to the County.
- c. Program income shall be reported to the County within the month that it is earned. Subrecipient shall report to the County all fees collected in the performance of this Agreement, which shall be collected in accordance with applicable federal, state, and local guidelines and regulations.
- d. Program income on hand at the time of expiration of the Agreement must be returned to the County within thirty (30) days along with any accounts receivable that are attributable to the use of SHIP Program Funds.

Section 8. Risk Assessment, Recordkeeping, Monitoring, and Auditing.

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

8.2 Recordkeeping.

- a. Accounting records must adequately identify the fiscal year, and receipt and expenditure of SHIP funds for each sub-grant awarded, separately from expenditures from other sources. If the Subrecipient maintains a common account for both SHIP and other funds, the accounting system must provide identification of the different types of funds.

- b. The Subrecipient shall establish and maintain separate accounting records for activities conducted, 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.

8.3 **Monitoring and Remedies for Non-Compliance.**

- a. Subrecipient shall cooperate with the County in the implementation and maintenance of an evaluation system to monitor the Project.
- b. With respect to all matters covered by this Agreement, including but not limited to the Project services provided, records and any other data that may be required by the Program Administrator, in its sole discretion, will be made available for examination, audit, monitoring, evaluation, inspection or copying purposes at any time during normal business hours and as often as the County or other authorized designee, State, representatives of the Auditor General or Chief Financial Officer or any other state or federal agency may require. Subrecipient will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. This Section shall survive early termination of this Agreement.
- c. The County or other authorized designee will conduct periodic monitoring as it deems necessary, to evaluate the Subrecipient's compliance with SHIP requirements and progress in achieving levels of accomplishment established within this Agreement. The general scope of the Subrecipient's monitoring is summarized in **Exhibit K** ("Subrecipient Monitoring Guidelines"). Results from monitoring evaluations may be a factor in determining future SHIP Program funding levels to finance the Project.
- d. The County shall notify Subrecipient of any non-compliance by a Letter of Findings. The Subrecipient shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the Program Administrator, within thirty (30) days of the date of the Letter of Findings.
- e. Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.
- f. The Subrecipient agrees to reimburse the County any and all monies identified as over-payment or ineligible as a result of monitoring findings.
- g. The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right to termination of monthly contribution payments, and/or restitution of any use by the Subrecipient of SHIP Program Funds determined to not be in conformance with the terms and conditions of this Agreement. This provision shall survive the termination of this Agreement.

8.4 **Audit Requirements.**

- a. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. State financial assistance is being awarded through the County by this Agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from the County, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
- b. In connection with the audit requirements addressed in this Article, Section 4.1, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- c. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).
- d. Copies of financial reporting packages required by this Article shall be submitted by or on behalf of Subrecipient directly to the County and to the Auditor General's Office at the following addresses:

Orange County Board of County Commissioners
Housing and Community Development Division
Attn: Program Administrator
525 East South Street
Orlando, Florida 32802-1393
Or electronic mail to: janna.souvorova@ocfl.net

Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802
Or electronic mail to: jamille.clemens@occompt.com

Auditor General's Office Room 401
Pepper Building 111 West Madison Street
Tallahassee, Florida 32399-1450

- e. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the County of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the County has notified Subrecipient of such non-compliance. Said reimbursement shall not preclude the County from taking any other action as provided in Article IX herein.
- f. If expenditure does not exceed \$750,000.00 during an operating year, Subrecipient shall submit to the County within one hundred eighty (180) days after the end of the Subrecipient's fiscal year, and otherwise upon request by the County, audited financial statements, which must comply with Generally Accepted Accounting Principles (GAAP), covering the entire term of this Agreement. If the Subrecipient fails to provide its audited financial statements within the one hundred eighty (180) day time period referenced above, then, the Subrecipient shall be in default hereunder. Notwithstanding the foregoing, the County may grant the Subrecipient an extension of the one hundred eighty (180) day time period to provide its audited financials, but such extension shall be solely at the County's discretion.
- g. 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 Subrecipient.

Section 9. Term, Amendments, and Termination.

9.1 Term. The term of this Agreement shall be retroactive to **January 1, 2025, through December 31, 2025**. Unless otherwise approved by the County in writing, all Project services shall be completed by **December 31, 2027**. **This agreement will automatically renew annually through December 31, 2027.**

9.2 Amendments. Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line-item transfers, personnel changes, extensions, and removal of special conditions, shall be submitted to the Program Administrator no later than forty-five (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 expiration of this Agreement. All amendment requests shall be submitted in writing on the Subrecipient letterhead and shall provide an explanation as to why an amendment is being requested.

9.3 Termination.

- a. Either party may terminate this Agreement without cause and for convenience upon thirty (30) days prior written notice to each party, delivered by certified mail, return receipt requested, or in person with proof of delivery. Any such notice shall be in compliance with the requirements set forth in the notice provision of this Agreement.
- b. In the event this Agreement or renewal is terminated before the end of the one-year term, the Subrecipient shall reimburse the County all, or a portion, of the SHIP Program Funds expended on the Project. Such requirement shall be at the sole discretion of the County.
- c. The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Subrecipient. Cause shall include, but not be limited to, the following:
 - i. Unauthorized or improper use of Funds for the Project;
 - 1. Failure to comply with the requirements of the SHIP Program or the terms and conditions of this Agreement;
 - 2. Submission of incorrect or incomplete invoices, monthly programmatic reports, or support documentation to the County;
 - 3. Inability to perform under this Agreement for any reason, including unavailability of SHIP Program Funds to finance all or parts of the Project; or
 - 4. Violation of the conflict of interest or nondiscrimination provisions of this Agreement and applicable law.
- d. Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with the requirements set forth in the notice provision of this Agreement.
- e. Subrecipient shall continue the performance of this Agreement to the extent not otherwise terminated under the provisions of this clause or by operation of law. Waiver by the County of a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of this Agreement.
- f. After receipt of a notice of termination of this Agreement and except as otherwise directed, Subrecipient shall:

- i. Stop working under this Agreement on the date and to the extent specified in the notice of termination;
- ii. 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;
- iii. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;
- iv. Manage SHIP Program properties as directed by the County;
- v. 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
- vi. Take any other actions directed in writing by the County.

Section 10. Reporting.

10.1 Monthly Programmatic Reports.

- a. The Subrecipient shall submit a Monthly Programmatic Report based on a calendar year, to the Housing and Community Development Division Manager ("**Manager**"), as Program Administrator for the grant, together with the Invoice at the end of each calendar month, on or before the last day of the month following the month during which Project services were provided.
- b. The SHIP Program's Monthly Programmatic Report shall be submitted in accordance with the reporting requirements, as outlined in this Section and **Exhibit A**. A copy of the Monthly Programmatic Report is attached to this Agreement as **Exhibit J**.
- c. Subrecipient shall submit a Monthly Programmatic Report containing the cumulative totals and characteristics of the information requested in **Exhibit A and J** at the end of the year ("closeout report").
- d. The Manager should be notified in writing of any Project related problems or delays in reporting. Any such problem or delay should be immediately disclosed in writing after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

10.2 Monthly Reporting.

- a. The Subrecipient will provide monthly reports as outlined in **Exhibit J** to ensure compliance and allowable expenditures.

Section 11. Assignments and Subcontracts.

11.1 Assignment and Subcontract Requirements.

- a. The Subrecipient shall not assign any rights or duties under this Agreement to any other party without prior written permission from the County. If the Subrecipient attempts to assign any such rights or duties without prior written consent by the County, the County may declare this Agreement void and the Subrecipient thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.
- b. The Subrecipient 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.

Section 12. Procurement Requirements.

12.1 General Requirements.

- a. The Subrecipient shall comply with its own documented procurement procedures when performing procurement in the process of delivering services specified in this Agreement.
- b. The Subrecipient shall maintain purchase orders, written contracts, quotes and other records.
- c. The Subrecipient shall maintain an inventory of all property purchased or acquired with SHIP Program Funds. 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 Subrecipient assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in its care, custody or control, purchased or acquired with SHIP Program Funds.
- d. The Subrecipient shall report lost or stolen property immediately to the County. The Subrecipient shall also report stolen property to the local law enforcement Subrecipient and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Subrecipient shall submit a report to the County listing the item received or returned as well as a description, serial number and quantity.
- e. Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired by the Subrecipient with SHIP Program Funds. The Subrecipient shall obtain written permission from the County to continue using the property purchased with SHIP Program Funds beyond the termination of this Agreement.

Section 13. Indemnification, Safety, and Insurance Requirements.

- 13.1 **Indemnification.** To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless the County, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including 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 Subrecipient or its 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 Subrecipient 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.
- 13.2 **Protection of Persons and Property.** While working or performing services at County facilities, the Subrecipient shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.
- a. The Subrecipient shall take all reasonable precautions for the safety and protection of:
 - b. All employees and all persons whom the Subrecipient determines to be on the premises and other persons who may be affected thereby;
 - c. All property, materials, and equipment on the premises under the care, custody or control of the Subrecipient; and
 - d. Other property at or surrounding the premises including trees, shrubs, laws, walks, pavements, and roadways.
 - e. The Subrecipient agrees that the County does not guarantee the security of any equipment or personal property brought by the Subrecipient, its agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
 - f. The Subrecipient 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:
 - i. Occupational Safety & Health Act (OSHA)
 - ii. National Institute for Occupational Safety & Health (NIOSH)
 - iii. National Fire Protection Association (NFPA)

The Subrecipient 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>

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

13.3 Insurance.

- a. The Subrecipient agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by the Subrecipient, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Subrecipient under this Agreement. The Subrecipient 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 440, Florida Statutes, as may be amended from time to time.
- b. The Subrecipient shall require and ensure that each of its contractors and sub-vendors, sub-contractors, and/or consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits necessary to protect the Subrecipient and the County against any loss or claim resulting from the activities contemplated under this Contract.
- c. 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.)
- d. Required Coverage:
 - i. **Commercial General Liability** – The Subrecipient shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than \$1,000,000 (One Million Dollars), per occurrence. The Subrecipient 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 either shall 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.

- ii. ***Sexual abuse and molestation coverage*** with limits of not less than \$100,000 (One Hundred Thousand Dollars) per occurrence shall also be included for any Subrecipient or provider that provides services directly to minors. In the event the Subrecipient is a political subdivision of the State of Florida, permission is hereby granted for the Subrecipient to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.
- iii. ***Workers' Compensation*** – The Subrecipient 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. Any Subrecipient 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**.

Required Endorsements:

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

- iv. ***Professional Liability*** – The Subrecipient shall maintain professional liability insurance with a limit of not less than \$1,000,000 (One Million Dollars) per occurrence per claim. When a self-insured retention or deductible exceeds \$100,000 (One-Hundred Thousand Dollars), the County reserves the right to request a copy of the Subrecipient's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Subrecipient agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to occurrence form or any other event which triggers the right to purchase a Supplemental Extended Reporting Period ("SERP") during the life of this Agreement, the Subrecipient agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage.
- v. ***Fidelity & Employee Dishonesty*** - The Subrecipient shall maintain fidelity/employee dishonesty coverage with a limit of not less than the SHIP Funds awarded for the Project.
- vi. ***All-risk Property Coverage*** – The Subrecipient shall provide the equivalent insurance coverage for real property and equipment acquired or improved with SHIP funds as provided to other property owned by the Subrecipient.

- vii. **Flood Insurance** – The Subrecipient agrees that if any portion of the Project is located in a special flood hazard area as identified by the Federal Emergency Management Subrecipient, 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 SHIP funds.
1. By entering into this Agreement, the Subrecipient 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 (**Exhibits M, N, O**). When required by the insurer or should a policy condition to permit the Subrecipient to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Subrecipient 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.
- e. Prior to the execution and commencement of any operations/services provided under this Agreement, the Subrecipient shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Subrecipient shall also provide endorsements for each policy as specified above. Blanket endorsements will be accepted as long as the entire endorsement is submitted and the policy number appears at the top of the first page. All specific policy endorsements shall be in the name of Orange County, Florida.
- f. For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificates compliance management firm. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section.
- g. The Subrecipient shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any cancellation or non-renewal of insurance coverage. The Subrecipient shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policies.

The certificate holder shall read:

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

13.4 Vulnerable Persons.

- a. If the services to be provided in the Scope of Work attached to this Agreement as **Exhibit A** involve “vulnerable persons” as defined in Section 435.02(6), Florida Statutes, then the Subrecipient’s employees, including its volunteers or any associates or agents of the Subrecipient, 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 Subrecipient agrees that it shall pass down this obligation to its subcontractors (if any).
- b. This screening shall:
 - i. Be completed at no cost to the County;
 - ii. Be completed prior to the employee/volunteer beginning work pursuant to this License Agreement;
 - iii. Be repeated at five (5) year intervals for the duration of this License Agreement and any amendment hereto;
 - iv. Consist of an employment history check; and
 - v. Include fingerprinting that will be checked against the following databases: (1) Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); (2) Federal Criminal Records through the Federal Bureau of Investigation (FBI); and (3) Local Criminal Records through local law enforcement agencies.
- c. If applicable, the Subrecipient shall provide the Manager 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 Subrecipient’s provision of services to, or engagement with, such vulnerable persons.
- d. The County may request to review the actual screenings and determine whether a particular employee or volunteer may be utilized by the Subrecipient in completing its obligations under this Agreement.
- e. Any failure by the County to request to review the actual screenings of any employee shall not relieve the Subrecipient of its liability and obligations under this Agreement, nor shall it place any liability on the County regarding the determination as to the eligibility or acceptability of any of the Subrecipient’s employees to provide services or to engage with any vulnerable person.

Section 14. Notices.

All notices permitted or required should 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 Government
County Administrator
Orange County Administration Building
201 S. Rosalind Avenue, 5th floor
Orlando, FL 32801

As to Subrecipient: Allison Krall
Chief Executive Officer
Coalition for the Homeless of Central Florida, Inc.
18 North Terry Avenue
Orlando, FL 32801

Section 15. General Terms and Conditions.

15.1 Applicable Law and Venue. The Subrecipient shall abide by all federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Subrecipient shall comply with all SHIP Program requirements, and all state regulations and policies issued pursuant to these regulations, whether or not they are set forth herein. The Subrecipient shall also comply with all other applicable Federal, State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. Each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, all claims, controversies, or disputes arising out of or relating to this Agreement being settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida. Should any federal claims arising 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.

15.2 Non-Discrimination. Subrecipient agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances and Executive Orders prohibiting and/or relating to discrimination including but not limited to the Americans with Disabilities Act, as amended, the Fair Housing Act, and the provisions of Chapter 760, Florida Statutes, as amended. Any contracts entered into by the Subrecipient shall include a provision

for compliance with these regulations. The Subrecipient shall keep records and documentation demonstrating compliance with these regulations.

15.3 HIPAA Compliance.

- a. Under this Agreement, each party will limit its transmission of data to the other party only to data that either:
 - i. Is not protected health and/or personally identifiable information; or
 - ii. Has been “de-identified” in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 165.414.
- b. Should the need for the transmission of protected health and/or personally identifiable information arising pursuant to this Agreement, the Party transmitting that protected health and/or personally identifiable information shall ensure – before that transmission – that:
 - i. A Business Associate Agreement is executed; and
 - ii. All the protections of the HIPAA Privacy and Security Rules and the Florida Information Protection Act have been properly executed.

15.4 Conflict of Interest.

- a. No officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a SHIP assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one (1) year thereafter. The Subrecipient shall also keep records supporting its requests for waivers of conflict.
- b. Subrecipient represents that it presently has no interest, and shall not acquire such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature, which would conflict in any manner with the performance of the scope of service required hereunder.

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

Section 16. Miscellaneous.

16.1 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.

16.2 No Partnership or Agency. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee, or joint venture partnership between the Subrecipient and the County.

16.3 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 the holding.

16.4 Unlawful Compensation. The Subrecipient 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.

16.5 Scrutinized Companies.

- a. By executing this Agreement, the Subrecipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- b. Specifically, by executing this Agreement, the Subrecipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is **not** engaged in a boycott of Israel.
- c. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is **not**:
 - i. 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
 - ii. Engaged in business operations in Cuba or Syria.

- d. The County reserves the right to terminate this Agreement immediately should the Subrecipient be found to:
 - i. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or
 - ii. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- e. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- f. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County's termination.
- g. 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.

16.6 Contractor Employee Whistleblower Rights. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies under the Whistleblowers Act, Section 112.3187, Florida Statutes.

16.7 Waiver. No delay or failure on the part of any party hereto to excise any right or remedy accruing to such party upon the occurrence of such 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 a subsequent event of violation.

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

16.9 Jury Waiver. Each party hereto 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.

16.10 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, their respective successors and permitted assigns, the Federal Government (and its pass-through entity, if applicable), any legal

or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

16.11 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.

16.12 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.

16.13 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.

16.14 Conflicts. The terms of the SHIP Award shall control over any conflicting terms in any referenced agreement or document.

16.15 Captions. Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials 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: _____

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: COALITION FOR THE HOMELESS OF CENTRAL FLORIDA,
INC.


Allison Krall
Chief Executive Officer

AND

BY:


Board Chairman or Authorized Representative

Brad Butterstein

(Print or Type Name)

NOTARY:

STATE OF: Florida)

COUNTY OF: Orange

The foregoing instrument was acknowledged before me: on this 13 day of February
2025 by Allison Krall, in her official capacity as CEO for the Subrecipient.

☒ Personally Known

☐ Produced Identification. ID Type: _____

Signature Notary Public

Print, Type/Stamp Name of Notary

Erica L. Jones

NOTARY:



STATE OF: Florida)

COUNTY OF: Orange

The foregoing instrument was acknowledged before me: on this 13 day of February
2025, by Brad Butterstein, in their official capacity as the Board Chairman or Authorized
Representative for the Subrecipient.

☒ Personally Known

☐ Produced Identification. ID Type: _____

Signature Notary Public

Print, Type/Stamp Name of Notary

Erica L. Jones

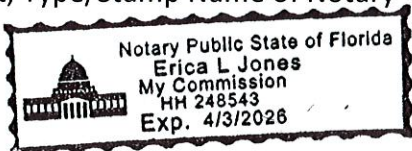


EXHIBIT A
SCOPE OF SERVICES

COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
STATE HOUSING INITIATIVE PARTNERSHIP (SHIP)
GRANT PERIOD RETROACTIVE TO JANUARY 1, 2025 – DECEMBER 31, 2027

OBJECTIVE(S): To address homeless housing needs through Rapid Rehousing services.

TIMELINE: Projected activities are expected to be carried out during the retroactive period starting January 1, 2025 through December 31, 2027.

PLANNED ACTIVITIES:

1. Provide up to 12 months of permanent rental assistance to qualified individuals experiencing homelessness as defined in Section 420.621, Florida Statutes.
2. Provide first and/or last month(s) rent and other fees associated with initial rental.
3. Provide utility and/or damage deposits.
4. Cannot pay for rents in arrears.
5. Subrecipient must utilize the Rapid Re-Housing approach to reduce the length of time households are homeless.
6. Subrecipient must provide “Housing Stability” case management such as employment resources and housing benefits to all participants.

ANTICIPATED NUMBER OF CLIENTS ASSISTED: The Subrecipient will provide assistance to approximately one hundred (100) unduplicated Program participants during the period of January 1, 2025 through December 31, 2027.

SUBRECIPIENT RESPONSIBILITIES: The Subrecipient shall be able to conduct the following:

1. Assign participants to housing stability caseworker(s).
2. Complete application forms to perform an evaluation of the eligibility and needs of each applicant seeking services provided under this Agreement.
3. Evaluation of eligibility shall include a review of the household annual income and the use of the following forms:
 - a. Orange County Residency
 - b. Verification of Income
 - c. Homeless Status Eligibility
4. Verify and certify that the income of each household does not exceed 50% of the area median income before SHIP assistance is provided.
5. Prioritize assistance for extremely low income households (30% of the area median income) or households that include a person with special needs as defined by Section 420.0004(13), Florida Statutes.
6. Determine client’s ability to pay rent (if any) and achieve housing stability.

7. Maintain separate files with evidence of eligibility, case notes and a file checklist for each client, kept in a safe place and properly labeled to indicate the funding source.
8. Connect clients to resources and housing stability case management.
9. Assist clients with housing search and placement in units that do not exceed the maximum allowable rent.
10. Complete housing inspection utilizing the checklist found in **Exhibit G** for any unit being assisted with SHIP funds (virtual inspections and/or photographs can substitute onsite inspections, as necessary, during a public health crisis).
11. Obtain and review a copy of the fully executed rental agreement. Review of rental agreement shall include but not be limited to documented verification of property ownership and confirmation that landlord/agent's contact information is appropriately documented in the lease agreement. Verify that the rent requested by the landlord does not exceed the SHIP maximum allowable rent.
12. Complete payment arrangements using designated forms and process with landlord/property management and/or utility companies. Direct payments to program participants are prohibited.
13. Monitor client's progress and case plans.
14. Submit monthly programmatic reports. The Monthly Programmatic Report shall include but not be limited to the following information:
 - a. Name and Address of each unduplicated persons or household assisted;
 - b. Housing type assisted (single family, townhome, condo, mobile home, apartment);
 - c. Assisted household in unincorporated Orange county or within city limits;
 - d. Income category (30% AMI (extremely low income) or 50% AMI (low income));
 - e. Age of head of household;
 - f. Family Size
 - g. Amount of Assistance Provided
 - h. Racial breakdown and ethnic background of head of household assisted;
 - i. Persons in sub-population assisted such as special needs;
 - j. Description of service(s) provided; and
 - k. Number of persons in each household.
15. Submit monthly Invoices/reimbursement requests and include a report of any program income or fees collected.

The Subrecipient must incorporate these responsibilities in their policies, in addition to policies for assessment, prioritization, and reassessment of need for Rapid Rehousing rental assistance services.

STAFFING: The Subrecipient is responsible for making sure that the assigned key personnel is sufficiently trained to perform their duties and responsibilities. Housing stability case management staff must be knowledgeable about the client eligibility and program requirements.

The County shall be notified in a timely manner of key personnel changes. Such notifications shall be submitted in writing.

USE OF THE COORDINATED ENTRY SYSTEM (“CES”): The local Continuum of Care’s Coordinated Entry System (“CES”) may be utilized to accept clients into the program but it will not be a requirement for Rapid Rehousing services funded by SHIP.

HOMELESS MANAGEMENT INFORMATION SYSTEM (“HMIS”): Subrecipient shall participate in HMIS and 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;
- e. Submit to Orange County such HMIS reports as may be required by the County.

INTERSUBRECIPIENT COLLABORATION: All SHIP-funded agencies are encouraged to participate in relevant Continuum of Care (“CoC”) meetings and attend subcommittees to ensure coordination of services, avoid duplication, and to provide services in the most efficient manner.

RECORDKEEPING: Subrecipient shall adequately track, manage, and account for grant funds. Subrecipient 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 Subrecipient shall incorporate a tracking system that identifies rent payments, addresses, rent and utilities paid to vendors, and source documentation of costs such as leases and invoices.

BILLING AND PAYMENTS: Subrecipient 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, Invoices (see **Exhibit I**), monthly expenditure report form, Monthly Programmatic Report (see **Exhibit J**), salary supporting documents and time allocation records, records of utilities, operational and other expenses, proof of payments to vendors, and other supporting documents and information, when applicable. Additionally, a list of client names, landlords and amounts paid should be attached by use of **Exhibit I**.

Subrecipient is responsible for providing a copy of its updated insurance certificate(s) to the County. Subrecipient shall also provide a copy of its new annual audit to the County once available.

POLICIES AND PROCEDURES:

1. Subrecipient is responsible for reviewing its policies and procedures to ensure that they meet Orange County's Local Assistance Plan and SHIP requirements for state awards.
2. Subrecipient must maintain written standards for providing Rapid ReHousing assistance and must consistently apply those standards for all clients in accordance to the rules and regulations of the SHIP Program.
3. Subrecipient must coordinate and integrate SHIP-funded activities with mainstream resources and with other programs targeted to serving homeless people.
4. Subrecipient shall have an established process for determining eligibility of applicants that is consistent with SHIP Program recordkeeping requirements. The Subrecipient shall maintain documentation that demonstrates client eligibility, which can include, but not be limited to, written third party verification.
5. Subrecipient shall have an established process for determining validity of the lease.
6. Assistance provided to clients are grants and do not require repayment.

**EXHIBIT B
BUDGET**

**COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
STATE HOUSING INITIATIVE PROGRAM ("SHIP")
GRANT PERIOD RETROACTIVE TO JANUARY 1, 2025 – DECEMBER 31, 2027**

Direct Costs	Total Cost
SHIP Funds Rental Assistance (may include security and utility deposits, fees associated with initiating lease, and rent subsidies for <u>up to</u> twelve (12) months)	\$1,200,000
TOTAL BUDGET	\$1,200,000

ACTIVITY: Subrecipient will utilize SHIP funds to provide Rapid ReHousing services to homeless individuals and families.

PROJECTED OUTPUTS: Subrecipient will provide rapid re-housing rental assistance to approximately **one hundred (100)** unduplicated households for January 1, 2025 through December 31, 2027.

RESTRICTIONS: Subrecipient will provide up to a maximum of \$10,000 of temporary rental, utility and deposit assistance per individual (single-person household), with an additional \$1,000 per household member (up to 5) or up to a maximum allowable expense of \$14,000 per family (multi-person household). Household rent is limited to no more than the SHIP rent limits based upon 50% AMI and adjusted by number of bedrooms in unit (**Exhibit E**).

**EXHIBIT C
INCOME GUIDELINES**

**Gross Income
2024 Area Median Income (AMI) in
Orange County, Florida
\$90,400***

Persons in Household	Maximum Income (Up to 50% of AMI)
1	\$33,800
2	\$38,600
3	\$43,450
4	\$48,250
5	\$52,150

Rapid Re-housing Income Requirements: The participant’s household annual income must not exceed 50% of area median family income, as determined by the Florida Housing Finance Corporation (“FHFC”) with adjustments for family size.

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

DATA EFFECTIVE: April 1, 2024

EXHIBIT D
HOMELESS ELIGIBILITY DETERMINATION GUIDELINES

1. To be eligible for SHIP rapid re-housing rental assistance under this agreement, the household must include at least one adult who is homeless as defined in Section 420.621, Florida Statutes and very low income.
2. Homeless definition: The term “homeless” applied to an individual, or “individual experiencing homelessness” means an individual who lacks a fixed, regular, and adequate nighttime residence and includes an individual who:
 - a. Is sharing the housing of other persons due to loss of housing, economic hardship, or other similar reason;
 - b. Is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations;
 - c. Is living in an emergency or transitional shelter;
 - d. Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
 - e. Is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or
 - f. Is a migratory individual who qualifies as homeless because he or she is living in circumstances described above.

EXHIBIT E
RENT LIMITS

Rent Limits: **Regardless** of household income, rent can be up to 50% SHIP Rent Limit adjusted by bedroom size, as indicated in the table. However, first effort should be to place households in rent-controlled units with long-term affordability.

Range of Rent Limit by Number of Bedroom in Unit (based on 50% - 80%AMI)					
0	1	2	3	4	5
\$845 - \$1,351	\$905 - \$1,448	\$1,086 - \$1,737	\$1,255 - \$2,007	\$1,400 - \$2,238	\$1,544 - \$2,471

EXHIBIT F
HOUSING HABITABILITY STANDARDS

SHIP assisted units must meet the following habitability standards:

- A. State and local requirements. Each grantee or sub-grantee under SHIP Program must ensure that housing occupied by a family or individual receiving SHIP Program assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements of 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 the United States Department of Housing and Urban Development ("HUD"), housing occupied by a family or individual receiving SHIP 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 operable.
 - 6. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper 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 public 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 G
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 Apartment ___ Single Family Detached ___ Two/Three Family (Duplex)	Owner Information: Owner's Name: _____ Owner's Address: _____ _____ <hr/> 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 any 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 are adequate for personal hygiene and disposal of human waste.			
Fire Safety- Smoke detectors operable (minimum of one battery operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit). Smoke detector must be located, to the extent practicable, in hall areas adjacent to bedrooms. 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. Public areas of the unit must also be equipped with a sufficient number of smoke detectors. See Housing Habitability Standards regarding requirements for public areas (Exhibit F).			
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 H
DOCUMENTATION CHECKLIST FOR SHIP PROGRAM RENTAL ASSISTANCE

SHIP Program Participant Household Name: _____






In File (Always Applicable) 		Documentation
<input type="checkbox"/>		HOUSEHOLD MEMBER IDENTIFICATION – Verification of each household member’s identity, per requirement/standard set by SHIP Program grantee.
Applicable 	In File 	SHIP PROGRAM FINANCIAL ASSISTANCE – Documentation showing eligible use of SHIP 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”).
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	RENTAL ASSISTANCE <input type="checkbox"/> Supporting documentation of expenses <ul style="list-style-type: none"> <input type="checkbox"/> Current/ongoing rental assistance – supporting documentation <input type="checkbox"/> Rental application fees – supporting documentation <input type="checkbox"/> Other SHIP Program eligible fees/penalties (see SHIP Program guidance/FAQs) – supporting documentation -- AND -- <input type="checkbox"/> Copy of rental lease or occupancy agreement for unit assisted with SHIP Program -- AND -- <input type="checkbox"/> Documentation indicating total assistance not greater than 6 months without re-assessment (12 months maximum SHIP Program assistance)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	SECURITY DEPOSIT (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., current lease, letter from landlord, bill/invoice, etc.)
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	UTILITY DEPOSIT (Housing Relocation or Re-housing services only) <input type="checkbox"/> Supporting documentation for expense (e.g., letter from utility company, bill/invoice, etc.) -- AND (if applicable)-- <input type="checkbox"/> If utility not in SHIP Program participant name, other documentation indicating SHIP Program participant responsibility for utility
Applicable 	In File 	HOUSING UNIT - Documentation showing SHIP Program assistance used for eligible housing unit.
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	HABITABILITY STANDARDS INSPECTION – If receiving SHIP Program Financial Assistance (any type) AND moving to new housing unit. <input type="checkbox"/> Documentation indicating unit meets Habitability Standards for SHIP Program (or higher standard if set by grantee, e.g. Housing Quality Standards (HQS)).
Notes:		

EXHIBIT I
RAPID REHOUSING SERVICES INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

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

DESCRIPTION	AMOUNT BILLED
Rental Assistance	
Utility Bills	
Rent Deposits	
Utility Deposits	
TOTAL REQUESTED	

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 State award. I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT I
RAPID REHOUSING SERVICES INVOICE
(Continued)

1. Submit in a spreadsheet (or similar format) information detailing rental/utility payments made, by client, for the current reimbursement period (See example below)

Client's Name	Address	Lease Start and End Date	Vendor (Property Management, Landlord, or Utility Company)	Payment Period Or Deposit	Rent/Utility Amount Due	Amount Paid
1. Doe, John	1 Vista View, Apt B, Orlando, FL 00000	5/1/20-4/31/21	S Properties	May's rent for 5/1-5/31	1,500.00	1,000.00*
			Duke Energy	Utility bill for 5/1-5/20/20	150.00	150.00
			S Properties	Rent deposit	500.00	500.00
			Duke Energy	Utility deposit	100.00	100.00
Total Requested for this Reimbursement:						\$ 1,750.00
Total Amount Paid to Date:						\$ 1,750.00
Balance Remaining (10,000-total amount paid to date):						\$ 8,250.00

2. Submit additional information or explanation (if applicable): (i.e. client's portion of the rent is \$500)
3. Attach documentation of payments made, including but not limited to the following information:
- Copy of lease agreement
 - Proof of rent payment (other than check, if available)
 - Copy of utility bills
 - Copy of utility bill payment (checks or electronic payment)

EXHIBIT J
SHIP MONTHLY PROGRAMMATIC REPORT
RAPID REHOUSING SERVICES FOR HOMELESS HOUSEHOLDS

Report for Month of: _____ Subrecipient/Project Title: _____

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

SHIP PROGRAM OBJECTIVE: Assist homeless families - **Goal: 100 Households**

Date of Assistance	Name	Address	Housing Type (single family, townhome, condo, mobile, apartment)	Unincorporated OC or City	Income Cat (30%, 50% AMI)	Age (head of household)	Family Size	Assistance Amount (\$)	Race (head of household)	Special Needs *
7/1/2020	John Smith	525 E South Street Orlando, 32801	Apartment	Unincorporated OC	50% AMI	45	4	\$6,000	White	1
8/1/2020	Jose Garcia	701 E South Street Orlando, 32801	Single Family	Unincorporated OC	30% AMI	50	2	\$7,000	Hispanic	5

*Special Needs: Indicate the following:

1. Developmental Disability
2. Disabling Condition
3. Youth Aging out of Foster Care
4. Survivor of Domestic Violence
5. Receiving Social Security Disability Insurance (SSDI)
6. Receiving Supplemental Security Insurance (SSI)
7. Receiving Veteran Disability Benefits

EXHIBIT K
SUBRECIPIENT MONITORING GUIDELINES

SHIP Grantee: _____ **SHIP Contract #** _____

Subrecipient 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: _____

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: _____

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

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 N*(if /as applicable)***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 applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

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
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

EXHIBIT O

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

PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

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

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.