




Interoffice Memorandum

April 10, 2024

TO: Mayor Jerry L. Demings
–AND–
County Commissioners

FROM: Tanya Wilson, AICP, Director 
Planning, Environmental, and Development Services Department

CONTACT PERSON: Mitchell Glasser, Manager
Housing and Community Development Division
407-836-5190

SUBJECT: May 7, 2024 – Consent Item
Amendment No. 1 to Multi-Family Affordable Housing
Developer's Agreement regarding the Affordable Housing Trust
Fund Program for Emerald Villas Phase III

Orange County and Emerald Villas Phase Three, LLC entered into a Multi-Family Affordable Housing Developer's Agreement on January 24, 2023, for the specific purpose of providing funds to develop a new 90-unit affordable rental housing project to be known as Emerald Villas Phase Three. The property is located at 5845 El Segundo Way, Orlando, and these units are to be rented to low and very-low-income households. Orange County reserved \$4,500,000 from the Affordable Housing Trust Fund (AHTF) Program and \$2,500,000 from the Coronavirus Local Fiscal Recovery Funds ("LFRF") to close a funding gap. The term shall consist of a 24-month construction period. The loans are structured at low and zero interest with a 30 year term.

This proposed item seeks to make several amendments to the Original Agreement to reflect; 1) updated agreement title, 2) the uses of LFRF funds; 3) updated recitals to provide clarification regarding the use of LFRF funds; 4) updated Section 3 to clarify the terms of the origination fee; 5) updated Payment and Loan Terms in Section 4 to clarify the repayment terms for the AHTF and LFRF funds; 6) updated monthly servicing fees in Section 4 to only apply to AHTFs; 7) and add Exhibit "K" (Coronavirus State and Local Funds Addendum), Exhibit "L" (Award Terms and Conditions), and Exhibit "M" (Certification Regarding Lobbying) to ensure compliance with the LFRF Award Terms and Conditions.

Amendment No. 1 to Multi-Family Affordable Housing Developer's Agreement
Emerald Villas Phase III
May 7, 2024 Consent Item
Page 2

The County Attorney's Office has reviewed the agreement as to form.

ACTION REQUESTED: Approval and execution of Amendment No. 1 to Multi-Family Affordable Housing Developer's Agreement between Orange County, Florida, and Emerald Villas Phase Three, LLC, and Neighborhood Lending Partners of Florida, Inc., regarding the Affordable Housing Trust Fund Program Y21-1046B – Emerald Villas Phase Three, LLC. District 2

TW/MG;kh
Attachments

BCC Mtg. Date: May 7, 2024

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

AMENDMENT NO. 1
to
MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT
between
ORANGE COUNTY, FLORIDA, and
EMERALD VILLAS PHASE THREE, LLC, and
NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC.,
regarding the
AFFORDABLE HOUSING TRUST FUND PROGRAM

Y21-1046B - Emerald Villas Phase Three, LLC

THIS FIRST AMENDMENT (“**Amendment**”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, on behalf of its Housing and Community Development Division (hereinafter “**County**”), and **EMERALD VILLAS PHASE THREE, LLC**, a Florida Limited Liability Company (the “**Owner**”), and **NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC.**, a Florida not-for-profit corporation and certified community development financial institution (“**NLP**”). The County, Owner, and NLP may hereinafter be referred to as the “**party**” or collectively as “**parties**.”

RECITALS

WHEREAS, the County and the Owner entered into the agreement on January 24, 2023 (the “**Original Agreement**”) for the specific purpose of providing funds to develop a new 90-unit affordable rental housing project to be known as Emerald Villas Phase Three (the “**Project**”) to be rented to low and very-low-income households; and

WHEREAS, in accordance with the Original Agreement, the County reserved the following funds for use towards Project costs: Four Million Five Hundred Thousand Dollars (\$4,500,000) from the Affordable Housing Trust Fund (“**AHTF**”) and Two Million Five Hundred Thousand Dollars (\$2,500,000) from the County’s share of the Coronavirus Local Fiscal Recovery Fund (“**LFRF**”) pursuant to American Rescue Plan Act (“**ARPA**”) as necessary to close a funding gap; and

WHEREAS, the purpose of this Amendment is to: amend the title of the Original Agreement to reflect the use of LFRF funds; update the Original Agreement’s Recitals to provide clarification regarding the use of LFRF funds; amend Section 3 to clarify the terms of the origination fee; amend the Payment and Loan Terms in Section 4 of the Original Agreement to clarify the repayment terms for the AHTF and LFRF funds; amend the monthly servicing fee in Section 4 of the Original Agreement to only apply to AHTFs; and add Exhibit “K” (Coronavirus State and Local Funds Addendum), Exhibit “L” (Award Terms and Conditions), and Exhibit “M” (Certification Regarding Lobbying) to ensure compliance with the LFRF Award Terms and Conditions; and

WHEREAS, pursuant to Article XV, Section 1. General Terms, Subsection 1.8, on Page 19 of the Original Agreement, "...no provision of this Agreement shall be amended, waived, modified, discharged or terminated, except by instrument in writing signed by the parties hereto."; and

WHEREAS, the parties hereby agree to modify the terms of the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth, the sufficiency and receipt of which the parties hereby acknowledge, the parties agree as follows:

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

Section 2. Definitions. Any capitalized terms not otherwise defined in this Amendment shall have meanings assigned to such terms in the Original Agreement.

Section 3. Amendments to Original Agreement. Throughout this Amendment, additions to the Original Agreement are shown with underlines, deletions are shown with ~~strikethrough~~, and ellipses indicate portions that are unchanged. Sections of the Agreement that are not modified in this Amendment shall remain unchanged.

A. Amendment to the Title. The title on Page 1 of the Original Agreement is hereby amended as follows:

**“MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT
BETWEEN
ORANGE COUNTY, FLORIDA, AND
EMERALD VILLAS PHASE THREE, LLC, AND
NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC.,
REGARDING THE
AFFORDABLE HOUSING TRUST FUND PROGRAM AND
CORONAVIRUS LOCAL FISCAL RECOVERY FUND”**

B. Amendment to the Recitals. The Recitals on Page 2 of the Original Agreement are hereby amended as follows:

“ ...

WHEREAS, the County approved funding for the Project in the amount requested by the Owner under RFP Y21, Four Million Five Hundred Thousand Dollars (\$4,500,000) in the form of a loan (the “AHTF Project Loan”); and

... ”

WHEREAS, the Board is permitted and desires to utilize available Affordable Housing Trust Fund Program and Coronavirus Local Fiscal Recovery Fund dollars (collectively, the “Project Loan”) to close the funding gap ~~American Rescue Plan funds~~ for the funding for the Project; and

WHEREAS, the terms associated with the LFRF funds are enumerated in the Coronavirus State and Local Funds Addendum and Award Terms and Conditions attached to this Agreement as Exhibits "K" and "L" respectively; and

...

C. Amendment to Article III, Subsection 1.11. Article III, Section 1., Subsection 1.11, on Page 4 of the Original Agreement, is hereby amended as follows:

"1.11 The Owner shall pay NLP all reasonable fees and charges incurred in closing the Project AHTF Loan and the LFRF Loan including the 1% origination fee for the AHTF, and all reasonable and customary fees and charges incurred in the and disbursement of the loan proceeds. NLP shall remit to the County the Owner's payment under the Project Subordinate Loan documents pursuant to the terms and conditions of the Program Administration Agreement.

D. Amendment to Article IV, Subsection 1.2. Article IV, Section 1., Subsection 1.2, on Page 5 of the Original Agreement, is hereby amended as follows:

"1.2 The County has designated a total of Seven Million Dollars (\$7,000,000) (the "Project Loan") towards the costs of the Project from the Affordable Housing Trust Fund for the construction activities to be performed by Owner, of which, Four Million Five Hundred Thousand Dollars (\$4,500,000) have been allocated from the Affordable Housing Trust Fund (the "AHTF Loan") and Two Million Five Hundred Thousand Dollars (\$2,500,000) from the County's share of the Coronavirus Local Fiscal Recovery Fun (the "LFRF Loan").

The term of the AHTF Loan shall consist of an interest-only 24-month construction period (subject to one 6-month extension for a total of 30 months) and a permanent loan term of 30 years that commences on the same day any permanent loan held by the First Mortgagee commences, payable in accordance with Article IV, Section 1.4 hereof.

The term of the LFRF Loan shall consist of a zero percent (0%) interest, 24-month construction period (subject to one 6-month extension for a total of 30 months) and a deferred permanent loan of 30 years with 0% interest that commences on the same day any permanent loan held by the First Mortgagee commences. No principal payments shall be due on the LFRF Loan and the entire balance shall be due and payable at maturity; provided, however, the County reserves the option to forgive the LFRF Loan, in the County's sole discretion, at maturity.

The AHTF Loan and the LFRF Loan shall be evidenced by separate promissory notes, but may, in the County's discretion, be secured by the same security instruments and loan documents."

E. Amendment to Article IV, Subsection 1.4. Article IV, Section 1., Subsection 1.4 on Page 5 of the Original Agreement is hereby amended as follows:

"1.4 The AHTF Project Loan shall bear an interest rate of one half of one percent (0.50%) simple interest per annum from the date of the note evidencing the AHTF Loan, payable as follows: (i) interest-only payments shall be required during the 24-month construction period (subject to one 6-month extension for

~~a total of 30 months); and (ii) loan payments of principal and interest shall be based on a 30 year amortization schedule commencing on the same day any permanent loan held by the First Mortgagee commences, compounded monthly and such loan payments shall be based on a 20 year amortization schedule after completion of the Project, as such completion is described in Article V below. The AHTE Loan payments will be payable from Cash Flow only. To the extent there is insufficient Cash Flow in any year for Owner to pay all or any portion of the loan payment(s), the amount of the loan payments made shall be deferred and shall accrue until the date when there is sufficient Cash Flow available to make such payment. For purposes hereof, "Cash Flow" shall mean the excess of the Project's Cash Receipts over the Project's Operating Expenses for the same time period. "Cash Receipts" shall mean all rental revenue, laundry income, parking revenue, amounts released from escrow accounts, and other incidental revenues on a cash basis, and rental subsidies on an accrual basis, received by Owner from normal operations of the Project but specifically excluding proceeds from insurance (other than business or rental interruption insurance), loans, proceeds of any capital transaction, or capital contributions. "Operating Expenses" shall mean and refer to all ordinary and necessary operating expenses (including those reasonable replacement and maintenance reserves or accruals required by generally accepted accounting principles) as well as necessary capital improvements and those other reasonable reserves and reasonable accruals that are required to operate, maintain, repair and keep the Project in a neat, safe, and orderly condition, as well as the payment of all principal and interest payments for Project debts, the payment of any outstanding Project costs, and the payment of any other customary fees or expenses associated with a low income housing tax credit project."~~

F. Amendment to Article IV, Subsection 1.5. Article IV, Section 1., Subsection 1.5 on Page 6 of the Original Agreement is hereby amended as follows:

"1.5 Notwithstanding anything in Section 1.4 of this Article IV to the contrary, Owner shall pay NLP a servicing fee in the amount of ~~\$2,916.67~~\$1,718.75 per month."

Section 4. Exhibits. The Exhibits attached to this Amendment as Exhibits "K", "L", and "M" are hereby incorporated into and attached to the Original Agreement as Exhibits "K", "L", and "M", respectively. The parties hereby agree to comply with, and be bound by, the terms of Exhibit "K", "L", and "M."

Section 5. General Terms

A. Representations and Warranties. The parties hereby affirm and declare that all representations and warranties contained in the Original Agreement, and as modified in this Amendment, remain true and correct in all material respects as of this Amendment's Effective Date (except to the extent such representations and warranties relate to a specific earlier date and were true as of the date when made).

B. No Waiver. Nothing contained in this Amendment waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice under the original Agreement.

C. Severability. The provisions of this Amendment are declared by the parties to be severable. However, the material provisions of this Amendment are dependent upon one another, and such

interdependence is a material inducement for the parties to enter into this Amendment. Therefore, should any material term, provision, covenant or condition of this Amendment 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.

D. Counterparts. This Amendment may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement.

E. Effective Date, Conflicts, and Full Force. This Amendment is hereby made a part of the Original Agreement and shall take effect upon execution by all parties (the “**Effective Date**”). All provisions in the Original Agreement, any attachments to the Original Agreement, or any previous amendments that are in conflict with this Amendment are hereby changed to conform to this Amendment. Except as expressly modified in this Amendment, the Original Agreement remains intact, unchanged, and in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

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

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: Jerry L. Demings

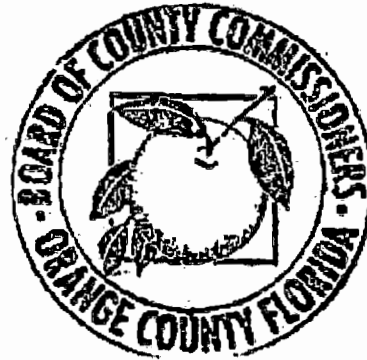
Jerry L. Demings

for Orange County Mayor

Date: May 7, 2024

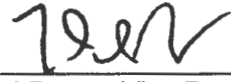
ATTEST: Phil Diamond, County Comptroller
As Clerk of the Board of County Commissioners

BY: Jennifer Horn-Klivity
Deputy Clerk



BY: Emerald Villas Phase Three, LLC a Florida limited liability company

BY: Emerald Villas Phase Three Manager, LLC, a Florida limited liability company, its manager

BY: 
Tony Del Pozzo, Vice President

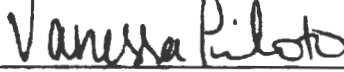
DATE: 4/2/24

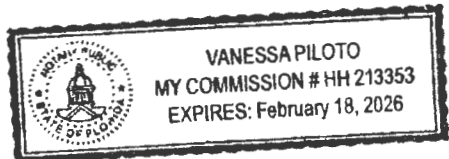
NOTARY:

STATE OF: Florida)
COUNTY OF: Dade)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 2nd day of April, 2024, by Tony Del Pozzo, Vice President of Emerald Villas Phase Three Manager, LLC, a Florida limited liability company, the manager of Emerald Villas Phase Three, LLC, a Florida limited liability company, on behalf of the companies who is:

- Personally Known
- Produced Identification. ID Type: _____


Signature Notary Public
Print, Type/Stamp Name of Notary



BY: NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC., A Florida Not-for-Profit Corporation

BY: [Signature]
Debra Reyes, CEO/President

DATE: 4/3/2024

NOTARY:

STATE OF: FLORIDA
COUNTY OF: HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 3rd day of APRIL, 2024 by Debra Reyes, CEO/President of Neighborhood Lending Partners of Florida, Inc.

- Personally Known
- Produced Identification. ID Type: _____

[Signature]
Signature Notary Public

Print, Type/Stamp Name of Notary



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EXHIBIT "K"
Coronavirus State and Local Funds Addendum
Emerald Villas Phase Three, LLC
Neighborhood Lending Partners of Florida, Inc.
Contract No. Y21-1046B

This Coronavirus State and Local Funds Addendum ("**Addendum**") is by and between **ORANGE COUNTY, FLORIDA** (the "**County**") and **EMERALD VILLAS PHASE THREE, LLC** ("**Emerald Villas**") and **NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC.** ("**NLP**") (each a "**Contractor**" and collectively the "**Contractors**"). The parties may be individually referred to in this Addendum as the "**party**" or collectively as the "**parties.**" This Addendum forms an integral part of Contract No. Y21-1046B entered into by the parties on January 24, 2023 (the "**Contract**").

RECITALS

WHEREAS, County has received, as a Recipient (as later defined herein), a payment from the Coronavirus Local Fiscal Recovery Fund ("**Local Fiscal Recovery Fund**" or "**Fund(s)**") established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("**ARPA**"); and

WHEREAS, County intends to pay, in part, for the cost of the Contract using monies received from the Fund; and

WHEREAS, in accepting such Funds, County agreed to comply with the Fund's Award Terms and Conditions, a copy of which is attached to the Contract as "**Exhibit L**" and hereinafter referred to as the "**Award Terms**"; and

WHEREAS, the Award Terms require the County to comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury governing the expenditure of monies distributed from the Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms applicable to the Funds, and such other guidance as the U.S. Department of the Treasury has issued or may issue governing the expenditure of monies distributed from the Funds (collectively, the "**Regulatory Requirements**"); and

WHEREAS, pursuant to the Regulatory Requirements, County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Funds; and

WHEREAS, County shall not enter into the Contract or make any distributions of funds to Contractors using monies from the Funds absent Contractor's agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractors and County do mutually agree as follows:

AGREEMENTS

Section 1. Definitions. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section 1.

- A. "**ARPA**" shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
- B. "**Administering Agency**" shall have the meaning specified in 41 C.F.R. § 60-1.3.
- C. "**Contract**" shall mean Contract No. Y21-1046B, which is the legal instrument by which County, as a Recipient, shall purchase from Contractor property or services needed to carry

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out a project or program under a Federal award, and of which this Addendum shall constitute an integral part.

- D. **“Contractor”** shall mean the entity named as **“Contractor”** in this Addendum that has received a Contract from County.
- E. **“Government”** shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
- F. **“Recipient”** shall mean an entity that receives a Federal award directly from a Federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
- G. **“Subcontract”** shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- H. **“Subcontractor”** shall mean an entity that receives a Subcontract.
- I. **“Subrecipient”** shall mean an entity that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- J. **“Tier”** shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

Section 2. Period of Performance. All Funds must be expended in accordance with the Contract, but no later than December 31, 2026.

Section 3. Compliance with Applicable Law and Regulations. Contractor hereby agrees to comply with the applicable requirements of section 602 of the Social Security Act (“**Act**”), the regulations adopted by the Treasury pursuant to section 602(f) of the Act, and guidance issued by the Treasury regarding the foregoing including, but not limited to, the Regulatory Requirements. Contractor also agrees to comply with all other applicable federal statutes, regulations, executive orders, and Award Terms including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury.

Section 4. Debarment and Suspension.

- A. Due to its receipt of Funds, County is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)), (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)), or (3) this Contract is for federally-required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).

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- B. If this Contract is a covered transaction as set forth in Section 4(A) above, Contractor hereby certifies as of the date hereof that each of Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) County shall not make any payments of Federal financial assistance to Contractor, and (3) County shall have no obligations to Contractor under this Contract.
- C. Contractor must comply with 2 C.F.R. Part 180, Subpart C, and 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into. This certification is a material representation of fact relied upon by County and all liability arising from an erroneous representation shall be borne solely by Contractor.
- D. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

Section 5. Byrd Anti-Lobbying Amendment.

- A. Contractor certifies to County, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. Such disclosures (to be set forth on Standard Form-LLL contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the County who will in turn forward the certification(s) to the U.S. Department of the Treasury. Contractor shall cause the language of Section 8(A) to be included in all Subcontracts. This certification is a material representation of fact upon which County has relied when entering into this Contract and all liability arising from an erroneous representation shall be borne solely by Contractor.
- B. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with County the "**Certification Regarding Lobbying**" attached to the Contract as "**Exhibit M.**"
- C. Contractor also shall cause any Subcontractors with a Subcontract (at any Tier) exceeding \$100,000 to file with their Tier above it the "**Certification Regarding Lobbying**" attached to the Contract as "**Exhibit M.**"

Section 6. Access to Records.

- A. Contractor agrees to provide County, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any of their authorized representatives access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or

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any other investigation. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- B. Contractor agrees to retain all records covered by this Section 5 through December 31, 2031.

Section 7. Conflicts of Interest; Gifts & Favors.

- A. Contractor understands that (1) County will use Funds to pay for the cost of this Contract, and (2) the expenditure of Funds is governed by the County's conflict of interest policies, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and Florida law.
- B. Contractor certifies to County that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of County involved in the selection, award, or administration of this Contract (each, a "**Covered Individual**"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization (including Contractor) which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Contractor. Should Contractor obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to County in writing.
- C. Contractor certifies to County that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of County. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to County in writing.

Section 8. Assurances of Compliance with Title VI of the Civil Rights Act of 1964. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

Section 9. Other Non-Discrimination Statutes. Contractor acknowledges that County is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below, and any other federal statutes and regulations that may be applicable to the expenditure of Funds:

- A. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

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- B. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- C. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- D. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section 10. Miscellaneous.

- A. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), County encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.
- B. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), County encourages Contractor to adopt and enforce policies that ban text messaging while driving.

Section 11. Conflicts and Interpretation. To the extent that any portion of this Addendum conflicts with any term or condition of the Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

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**Exhibit L
Award Terms and Conditions**

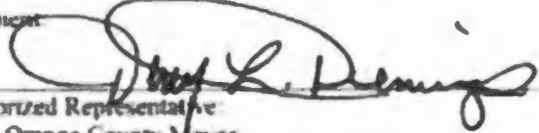
OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND**

Recipient name and address Orange County Government 201 South Rosalind Avenue Orlando, Florida 32801-3527	DUNS Number: 064797251 Taxpayer Identification Number: 596000773 Assistance Listing Number and Title: 21 019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient

Authorized Representative
Title: Orange County Mayor
Date signed: 5/11/21

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Exhibit L
Award Terms and Conditions

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

Exhibit L
Award Terms and Conditions

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
10. **Remedial Actions.** In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. **Disclaimer.**

Exhibit L
Award Terms and Conditions

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General,
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury, or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Exhibit L
Award Terms and Conditions

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

Exhibit L
Award Terms and Conditions

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Orange County Government

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

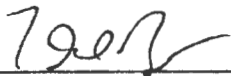
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**EXHIBIT M
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Emerald Villas Phase Three, LLC, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Tony Del Pozzo - Vice President

Name and Title of Contractor's Authorized Official

4/22/24

Date