

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

PROGRAM ADMINISTRATION SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.

Regarding the

STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP)

and **HURRICANE HOUSING RECOVERY PROGRAM (HHRP)**

DISASTER ASSISTANCE AGREEMENT – RENTAL HOUSING REHABILITATION

SHIP Allocation Year 2022-2023

THIS PROGRAM ADMINISTRATION SUBRECIPIENT AGREEMENT (“Agreement”) is entered into by **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32802 (hereinafter “**County**”), and **GRAND AVENUE ECONOMIC DEVELOPMENT CORP.**, a qualified not-for-profit corporation registered under the laws of the State of Florida and located at 3200 W. Colonial Dr., Orlando, FL 32808 (hereinafter “**Subrecipient**” or “**Agency**”). The County and Agency may be referred to in this Agreement as “party” or collectively as “parties.”

RECITALS

WHEREAS, in 1992, the State of Florida enacted the William E. Sadowski Affordable Housing Act (Chapter 92-317, Laws of Florida) allocating a portion of documentary stamp tax revenues to local governments for the development and maintenance of affordable housing and creating the State Housing Initiatives Partnership Act codified in Sections 420.907-9079, Florida Statutes (“**SHIP Act**”); and

WHEREAS, in order to receive funds, the SHIP Act and its corresponding rules codified in Chapter 67-37, Florida Administrative Code (“**SHIP Rules**”), require local governments to develop, and adopt via resolution, a local housing assistance plan describing, in part, how SHIP funds will be used; and

WHEREAS, on December 16, 2022, the Governor approved Senate Bill 4-A (2022) appropriating sixty million dollars (\$60,000,000) for the Hurricane Housing Recovery Program (“**HHRP**”) to be administered in accordance with the SHIP Act and allocated to eligible counties and municipalities based on Hurricane Ian and Hurricane Nicole damage assessment data and population from the Federal Emergency Management Agency (“**FEMA**”); and

WHEREAS, on January 23, 2023, and DATE, the County received \$2,161,534.00 (hereinafter referred to as the “**State Award**”), from the Florida Housing Finance Corporation (“**FHFC**”) to be spent on HHRP purposes including, but not limited to, the following: repair and replacement of housing; repair, replacement, and relocation assistance for manufactured homes;

acquisition of building materials for home repair and construction; or housing reentry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings; and

WHEREAS, FHFC also requires that the State Award be expended in accordance with each local government's respective local housing assistance plans for fiscal year 2022-2023 and directed towards those affected by either Hurricane Ian or Hurricane Nicole; and

WHEREAS, on August 10, 2021, the Orange County Board of County Commissioners ("**Board**") adopted Resolution No. 2021-M-28 approving the County's Local Housing Assistance Plan ("**LHAP**") under the SHIP Act for fiscal years 2021-2022, 2022-2023, and 2023-2024; and

WHEREAS, the County's LHAP encourages the County to build active partnerships with not-for-profit and community-based housing providers and service organizations for LHAP strategies including, but not limited to, housing rehabilitation services and disaster assistance; and

WHEREAS, the Agency is one such community partner that applied for funds from the County to assist in repairing damages to rental homes sustained during the Hurricane Ian event for very low- to low-income households; and

WHEREAS, the County finds that providing the Agency with a portion of the State Award to be used for disaster assistance for Orange County residents affected by Hurricane Ian in accordance with the LHAP ("**Program**") is in the interest of the public health, safety, and welfare and fulfills the purposes of the SHIP and HHRP programs; and

WHEREAS, the parties desire to enter into this Agreement to establish the terms and conditions pursuant to which the County will provide funds to the Agency for the Agency's implementation of the Program.

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

Section 1. Recitals.

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

Section 2. Definitions.

In construing this Agreement, the following words, phrases and terms shall have the following meaning, unless the context requires otherwise. In the event of a conflict between the definitions contained in this Agreement and state laws, rules, or regulations applicable to SHIP, then the state law, rules, or regulations applicable to SHIP shall govern.

2.1 "**Affordable**" means that monthly rents do not exceed thirty percent (30%) of that amount which represents the percentage of the median adjusted gross annual income for the household.

2.2 "**Very Low-Income Person or Household**" shall mean a person or household whose income does not exceed fifty percent (50%) of the Orlando Metropolitan Statistical Area ("**MSA**") Median Income published annually by the United States Department of Housing and Urban Development ("**HUD**") and distributed by Florida Housing Finance Corporation, adjusted for family size.

2.3 “**Low Income Person or Household**” shall mean a person or household whose income does not exceed eighty percent (80%) of the Orlando MSA Median Income published annually by HUD and distributed by FHFC, adjusted for family size.

2.4 “**Person with Special Needs**” shall have the same meaning as defined in Section 420.0004(13), Florida Statutes (2024), which is, in part, an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans’ disability benefits.

2.5 “**Disabling condition**” means a diagnosable substance abuse disorder, serious mental illness, developmental disability, or chronic physical illness or disability, or the co-occurrence of two or more of these conditions, and a determination that the condition is: (a) Expected to be of long continued and indefinite duration; and (b) Not expected to impair the ability of the person with special needs to live independently with appropriate supports.

2.6 “**Developmental Disability**” shall have the same meaning as defined in Section 393.063(11), Florida Statutes (2024), which is, in part, a disorder or syndrome that is attributable to intellectual disability, cerebral palsy, autism, spina bifida, Down syndrome, Phelan-McDermid syndrome, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.

Section 3. Program Funding and Payments.

3.1 The County has awarded the Agency a total amount not to exceed **Four Hundred Ninety Thousand, Two Hundred Dollars and Zero Cents (\$490,200.00)** from the State Award to be used by the Agency for Program services in accordance with the terms of this Agreement including the *Budget* attached to this Agreement as “**Exhibit A**” (hereinafter referred to as the “**Subaward**”).

3.2 This is a cost reimbursement Agreement. Subaward funds may only be used to reimburse the Agency for the provision, coordination, brokering, or administration of permissible Program services as contemplated in this Agreement. The use of Subaward funds for any services other than those described in this Agreement will be deemed a breach of this Agreement and may result in the immediate termination of this Agreement at the County’s sole discretion.

3.3 In order to receive payment, the Agency shall first incur or make costs or expenses that are reimbursable under the terms of this Agreement. The Agency shall then request periodic reimbursement from the County via “**Invoice**” (attached to this Agreement as “**Exhibit D**”) based on records supported by source documentation (e.g., invoices, contracts, subgrant award documents, tenant eligibility, permits, etc.). The County, through its Housing and Community Development Division, will review all source documentation and remit payment to the Agency for all approved expenditures. No reimbursement payments will be made until all documentation has been received and approved by the County.

3.4 If the Agency fails to request an initial disbursement of Subaward funds for a period of three (3) months from the effective date of this Agreement, then the County may, at the County’s option and upon fifteen (15) days written notice, reallocate part or all of any remaining Subaward funds to another eligible agency or SHIP/HHRP activity.

3.5 The Agency must submit with each Invoice, a payment spreadsheet that includes the original budget amount, amount requested to date, current billing amount and balance of funding.

3.6 Requests for *Budget* transfers within approved line items in the *Budget* that are reasonable and justifiable may be approved by the County's Housing and Community Development (HCD) Manager upon written request from the Agency, so long as said *Budget* transfers do not result in an increase in the Subaward amount.

3.7 The Agency shall return any and all Subaward funds to the County received under this Agreement for services provided to any individual with incomplete eligibility documentation or deemed ineligible for services at the County's sole discretion.

3.8 The Agency acknowledges that any remaining or unspent Subaward funds may not be carried over to the next Agreement term if this Agreement is renewed or extended, at the County's sole discretion. Any Subaward funds not spent within this Agreement's Term (as later defined) will be retained by the County.

3.9 Any additional costs or expenses incurred by the Agency that exceed the Subaward limits established under this Agreement will be the sole responsibility of the Agency. No additional funds will be provided to the Agency by the County for any such costs or expenses.

3.10 **Local Government Prompt Payment Act.** The County shall make payments to the Agency for work performed, or Program services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.

3.11 The County reserves the right to withhold or deny payment of any Invoice if such Invoice:

- a. Is incomplete or fails to provide all supporting documentation as determined by the HCD Manager;
- b. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or
- c. Indicates expenditures that are not compliant with this Agreement, including the *Scope of Services* and the *Budget*.

3.12 The County shall not make payments for, or in any way be responsible for, payment to the Agency for:

- a. Any goods or services provided that do not fall within the *Scope of Services* described in this Agreement;
- b. Any goods or services that fall within the *Scope of Services*, but that such payment by the County would supplant currently available, or already budgeted, funding for those goods or Services; or
- c. Any goods or Services that fall within the attached *Scope of Services*, but that such payment can be made through a third-party program or insurance provider.

Section 4. Scope of Services.

4.1 Activities.

- a. The Agency shall offer the “**Rental Housing Rehabilitation Program**” to qualified very low- and low-income individuals and households (up to 80% Area Median Income, with a focus on households under 50% of the Area Median Income) to assist in repairing weather damage by replacing exterior steel doors and door hardware to the Maxwell Garden apartments complex that sustained damage throughout multiple hurricanes including the Hurricane Ian event and preserving the existing affordable housing stock for up to one hundred eighty (180) unduplicated households. The Agency shall endeavor to provide Program services to persons with special needs, including persons with developmental disabilities, as required under Section 420.975(5)(d), Florida Statutes.
- b. The Agency shall meet applicable Program guidelines and standards as specified in the samples attached to this Agreement as **Exhibits C, D, E, F, G, H, I, J, K, L, M, N, and O.**
- c. Eligibility requirements:
 - i. **Duplication of Disaster Benefits (DOB) Analysis.** The Agency is responsible for conducting the duplication of disaster benefits analysis (attached to this Agreement as “**Exhibit E**”) to ensure that Program projects have not received assistance through other federal or state agencies (e.g., FEMA or the State of Florida Hurricane Recovery Programs), insurance providers, or other sources for the same scope of work.
 - ii. **Eligibility of Structures.** Rental units that sustained damage during the Hurricane Ian event are eligible for participation in this Program. Mobile homes are ineligible. Orange County Housing and Community Development Division will make a final determination of eligibility of structures built prior to 1978 based on the results of lead-based testing.
- d. The Agency shall prepare preliminary work write-up and cost estimates of the rehabilitation work to be done, and where applicable, construction related items should incorporate standards required by the American with Disabilities Act.
- e. The Agency shall secure all necessary building permits and conduct all inspections and submit requests for reimbursements to the County.
- f. **Authority to Practice.** The Agency hereby represents and warrants that the Agency has and will continue to maintain all applicable licenses, certifications, and approvals required to meet Agency’s obligations under this Agreement’s “**Scope of Services**”, and that Agency will at all times conduct Agency’s business activities in a reputable manner. Proof of such applicable licenses, certifications, and approvals must be submitted to the County upon request. However, failure by the County to request such proof shall in no manner be construed to alleviate the Agency’s obligations pursuant to this paragraph.

4.2 **Recordkeeping.**

- a. The Agency, and its subcontractors (if any) that are providing Program services, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this section.
- b. The Agency shall maintain a file for each tenant residing at the assisted homes and apartments identified in **Exhibit "B"**. Each tenant's file must include a completed "Residential Income Certification" document attached to the Agreement as **Exhibit "F"**.
- c. The Agency shall include in each tenant's file documentation determining the tenant's special needs. The documentation can be in the form of a letter from the Agency for Persons with Disabilities ("APD"), the Department of Children and Families ("DCF"), or a written letter from the Agency making a determination that the tenant is a person with special needs as defined in Section 420.0004(13), Florida Statutes, and is eligible to receive assistance.
- d. All records created, utilized, or maintained for the purpose of fulfilling the Agency's obligations under this Agreement, whether paper or electronic ("**Relevant Records**"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.
- e. The Agency shall not use or disclose any identifying information concerning a recipient of services under this Agreement for any purpose not in conformity with all applicable laws and regulations, except with the written consent of the recipient, their attorney, or their responsible parent or guardian.
- f. The Agency shall permit the County, the Comptroller of Orange County (the "**Comptroller**"), or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

Section 5. Program and Financial Management.

5.1 **Use of Subaward Funds.**

- a. The Agency shall use the Subaward funds received under this Agreement only for the Program purpose of providing rehabilitation construction services to approximately one hundred eighty (180) eligible, qualified, rental homes damaged by the Hurricane Ian event and in accordance with the SHIP Act, SHIP Rules, the County's LHAP, and this Agreement.
- b. The Agency shall reimburse the County for all unauthorized expenditures and return to the County any payments made to the Agency that were made in error or deemed in any manner fraudulent or inconsistent with the SHIP Act, SHIP Rules, the County's LHAP, or this Agreement.

5.2 Financial Standards.

- a. The Agency, and its subcontractors (if any) that are providing Program services, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this section.
- b. The Agency shall establish and maintain a reasonably acceptable accounting system, which enables ready identification of the Agency's and subcontracts' costs of goods and use of Subaward funds. Such accounting system must also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the Program services.
- c. The County or the County's designee shall have access to all books, records, subcontract(s), financial operations, and documents of the subcontractors as required to comply the inspection or audit of the Agency's performance under this Agreement anytime during normal business hours at the Agency's place of business. This right to audit shall include the subcontractors used to procure goods or services under this Agreement.

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

Section 6. Term and Termination.

6.1 **Term.** The "**Term**" of this Agreement shall be from the date executed by the County through **September 30, 2025 ("Completion Date")**. All requests for extension must be submitted in writing to the HCD Manager for approval no less than forty-five (45) days prior to the established Completion Date. Any such extension of the Completion Date approved by the HCD Manager will be done in writing and may not extend beyond what is allowed under the State Award.

6.2 **Termination for Convenience.** 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.

6.3 **Termination for Cause.** The County may withhold payment of funds to the Agency for non-compliance under this Agreement. The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hours prior written notice to the Agency. Cause shall include, but is not limited to, the following:

- a. Unauthorized or improper use of Subaward funds;
- b. Failure to comply with the requirements of the SHIP/HHRP Program or the terms and conditions of this Agreement;
- c. Submission of incorrect or incomplete invoices, programmatic reports, or supporting documentation to the County;
- d. Inability to perform under this Agreement for any reason including unavailability of SHIP/HHRP Program funds to finance all, or parts of the program;

- e. A change of status in the Agency including filing for bankruptcy, becoming insolvent, becoming ineligible to do business in the State of Florida, or, if the Agency is a non-profit, the loss of the Agency's nonprofit status;
- f. Violation of the conflict of interest or nondiscrimination provisions of this Agreement;
or
- g. As otherwise expressly provided for in this Agreement.

6.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice in writing, delivered by certified mail, return receipt requested, telegram or in person with proof of delivery.

6.5 The Agency shall continue the performance of this Agreement to the extent not terminated under the provisions of this clause, by operation of law, or by termination notice. 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. After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:

- a. Stop working under this Agreement on the date and to the extent specified in the notice of termination;
- b. Place no further orders or subcontracts for materials, services, or equipment, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;
- d. Complete properties in process as directed by the County;
- e. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date;
- f. Remit to the County any advanced Subaward funds that have not yet been encumbered; and
- g. Take any other actions directed in writing by the County.

Section 7. Performance Monitoring, Reporting, and Auditing.

7.1 Performance Monitoring.

- a. **Monitoring.** The Agency hereby acknowledges that the County has an obligation to monitor the Agency's programmatic and financial activities. By executing this Agreement, the Agency hereby agrees to permit the County, the Comptroller, or the designee of either, to perform such Program and financial monitoring periodically.

- b. The Agency shall cooperate with the County in the implementation and maintenance of an evaluation system to monitor the Program. Such cooperation shall include, but not be limited to, periodic submission of client data reports and compliance with all requests and requirements for evaluation and information pertaining to the Program.

7.2 Programmatic Reports.

- a. The Agency shall submit a Programmatic Report to the County's Manager of Housing and Community Development Division, together with the financial invoice submitted, each month due on or before the last day of the month following that which services were provided.
- b. The SHIP/HHRP Program's Programmatic Report shall be submitted in accordance with the reporting requirements attached to this Agreement including, but not limited to, the following information:
 - i. Total of unduplicated persons (program participants) and households assisted.
 - ii. Income breakdown of households assisted.
 - iii. Racial breakdown and ethnic background of assisted.
 - iv. Description of service(s) provided.
- c. The Agency shall submit (at the expiration or termination of the Agreement) a Programmatic Report containing the cumulative totals and characteristics of persons and households assisted, and type of services provided.
- d. The Agency shall notify the County (in writing) of any problems, delays or adverse conditions that materially affect the Agency's ability to meet time schedules or affect the Agency's ability to meet SHIP/HHRP Program goals or preclude the Agency's attainment of projected units of service immediately after any of these conditions becomes known to the Agency. A statement of action taken, and any technical assistance needed to resolve the situation must accompany this notification.
- e. Failure to provide the required progress reports in accordance with this section may necessitate the County's withholding of payment on any subsequent invoices and shall be considered cause for termination by the County pursuant to the terms of termination contained in this Agreement.

7.3 Auditing.

- a. **County Audits.** The County, the Comptroller of Orange County, or any of their authorized representatives shall have the right to audit Agency's:
 - i. Use and disbursement of the Subaward funds;
 - ii. Services or Program delivery; and
 - iii. Compliance with the terms, conditions, and obligations set forth in this Agreement.

b. State Audits.

- i. In the event that the Agency expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Agency (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in the Agency's fiscal year, the Agency shall consider all sources of state financial assistance, including this State Award, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
- ii. The Agency shall ensure that the audit described herein complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the Agency expends less than \$750,000 in state financial assistance in the Agency's fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Agency expends less than \$750,000 in state financial assistance in the Agency's fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than state entities).
- iv. Copies of audits required by this section must be submitted directly to the FHFC and the Auditor General's Office at the following address: Auditor General, Local Government Audits/342, Claude Pepper Building, Room 401, 111 West Madison Street, Tallahassee, Florida 32399-1450.

7.4 **Letter of Findings.** If, during a monitoring session or audit, the County, the Comptroller, or the designee of either, discovers any defect in the Agency's performance under this Agreement (whether programmatic, financial, or otherwise), a "**Letter of Findings**" will be provided to the Agency. The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, the Comptroller, or the designee of either, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

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

Section 8. Compliance with Applicable Laws.

8.1 The Agency shall comply with all federal, state and local laws, ordinances and regulations relating to the rehabilitation of rental homes including, but not limited to, the SHIP Act, the SHIP

Rules, and the County's LHAP. The Agency will obtain and keep in good standing all necessary licenses, permits and approvals required or desirable for construction and use of the improvements.

8.2 The Agency hereby certifies that no persons, who have exercised any functions or responsibilities with respect to a SHIP/HHRP-assisted activity or who are in a position to participate in a decision making process or gain inside information with regard to a SHIP/HHRP-assisted activity, will obtain a financial interest or benefit from a SHIP/HHRP-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

8.3 **Anti-Human Trafficking.** By executing this Agreement, the Agency certifies that the Agency does not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes. Pursuant to Section 787.06, Florida Statutes, the Agency shall provide the County with an affidavit signed by an officer or representative of the Agency under penalty of perjury attesting that the Agency does not use coercion for labor or services. The affidavit signed by the Agency must be in a form substantially similar to the "**Human Trafficking Affidavit**" published on the County's Forms and Resources website at ocfl.net/VendorServices/FormsandResources.aspx and available from the County's Procurement Division via email at Procurement@ocfl.net. The County's Human Trafficking Affidavit is hereby incorporated into this Agreement by reference. If the Agency fails to sign the affidavit as required by this Paragraph and Section 787.06, Florida Statutes, then the County may immediately terminate this Agreement.

8.4 **Confidential or Protected Information.**

- a. The parties hereby agree to maintain any and all confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to federal and Florida law.
- b. The Agency and its subcontractors shall comply with the applicable requirements set forth in the Florida Information Protection Act (Fla. Stat. § 501.171) and any other applicable confidentiality provisions in federal or state law.
- c. If the Agency is providing services to any individual that: (1) may cause the Agency to maintain or collect personal information or generate records considered confidential or otherwise protected under federal or state law; and (2) will be funded in whole or in part by this Agreement, then, to the extent permitted by the applicable state or federal law:
 - i. The Agency must obtain a legally sufficient, valid, and current information disclosure authorization for such individuals prior to providing such services; and
 - ii. Such required information disclosure authorization must permit the disclosure to both the County and the Comptroller of any such confidential or protected personal information, including personally identifiable information, that the Agency, or any of the Agency's sub-contractors, may collect or maintain in the provision of Services to such individual for reporting, program or project performance monitoring, and auditing purposes.

- d. The County hereby reserves the right to deny payment for any costs the Agency incurs in its provision of otherwise funding-eligible Services to any individual(s) for whom it does not have a legally sufficient, valid, and current information disclosure authorization as required by this Section.
- e. Additionally, the Agency must require any of its subcontractors for which this provision would be applicable to secure such requisite legally sufficient, valid, and current information disclosure release authorizations as well.

8.5 E-Verify Use and Registration Certification. Pursuant to Section 448.095, Florida Statutes, the Agency must certify that the Agency is registered with, and uses, the E-Verify system to verify the work authorization status of all newly hired employees. The Agency must further certify that that the Agency does not employ, contract with, or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of this Agreement. These certifications shall be satisfied by the Agency's execution of the *E-Verification Certification* attached to this Agreement as "**Exhibit M**". Violation of Section 448.095, Florida Statutes, may result in the immediate termination of this Agreement pursuant to this Agreement's "**Termination**" section.

8.6 Public Records. Pursuant to Section 119.0701, Florida Statutes, the Agency shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records to the County.
- d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.
- e. If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
- f. All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL

**CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT
400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA
32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.**

8.7 Scrutinized Companies.

- a. By executing this Agreement, the Agency 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 Agency 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 Agency 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 Agency 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 Statutes, subsequent to entering into this Agreement with the County.
- e. If this Agreement is terminated by the County as provided in **Paragraph d.i.** above, the County reserves the right to pursue any and all available legal remedies against the Agency, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in **Paragraph d.ii.** above, the Agency shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
- f. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

Section 9. Liability Terms and Conditions.

9.1 Indemnification. The Agency shall defend, indemnify, and hold harmless the County and its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys’ fees) arising from the Agency’s own negligent acts or omissions, or those negligent acts or omissions of the Agency’s officials and employees acting

within the scope of their employment, or arising out of or resulting from the Agency's negligent performance under this Agreement. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.

9.2 **Safety.** The Agency shall be responsible for initiating, maintaining, and supervising all safety precautions of its operations under this Agreement, to include all reasonable measures to prevent damage, injury, or loss to:

- a. All employees on the job and all other persons who may be affected thereby; and
- b. All property, materials, and equipment, whether in storage or on site under the care, custody, or control of the Agency.
- c. The Agency shall comply with all applicable Federal, state, and local safety laws, ordinances, rules, regulations, standards, and lawful orders bearing on safety of persons or property or their protection from damage, injury, or loss.
- d. In an emergency affecting the safety of persons or property, the Agency shall act with reasonable care and discretion to prevent threatened damage, injury, or loss.

9.3 **Insurance Requirements.**

- a. The Agency agrees to maintain, on a primary basis, at all times throughout the duration of this Agreement, the following types of insurance coverage with limits and on forms (including endorsements) as described in this Section. All or part of the insurance required in this Section may be maintained through one or more self-insurance programs. These requirements, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Agency under this Agreement.
- b. The Agency shall require and ensure that each of its subcontractors/consultants providing Services under this Agreement (if any) procures and maintains until the completion of their respective Services, insurance of the types and to the limits sufficient to protect the interest of the County and the Agency.
- c. The Agency shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this Agreement to verify such coverage:

- i. **All Agencies:**

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

The Agency agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured–Designated Person or Organization endorsement, or its equivalent, under Agency’s commercial general liability insurance program. The certificate holder and additional insured shall be listed in the name of Orange County, Florida.

ii. **Agencies providing Services at County facilities:**

Workers’ Compensation – The Agency shall maintain coverage for its employees with statutory workers’ compensation limits and no less than one hundred thousand dollars (\$100,000) each incident of bodily injury or disease for Employer’s Liability. Said coverage shall include a waiver of subrogation in favor of the County if Services are being provided at County facilities. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete a *Leased Employee Affidavit* as provided by Orange County’s Risk Management Division, 109 E Church Street, Suite 200, Orlando, Florida 32801, prior to providing any Services under this Agreement.

Business Automobile Liability – The Agency shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than five hundred thousand dollars (\$500,000) per accident. In the event the Agency does not own automobiles, the Agency shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

iii. **Agencies providing Services to vulnerable populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars (\$100,000) per occurrence shall also be included for those programs that provide Services directly to Vulnerable Person(s). “Vulnerable Person(s)” are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

iv. **Agencies providing Services that are of a professional nature:**

Professional Liability with a limit of not less than one million dollars (\$1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (“SERP”) during the life of this Agreement the Agency agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

v. **Agencies receiving funding in advance payments:**

Fidelity & Employee Dishonesty Insurance. The Agency shall present the following proof of insurance: Fidelity & Employee Dishonesty Insurance with a limit greater than or equal to the amount of any and all funds paid in advance.

This insurance may be waived at the discretion of the County's Risk Management Division if the Agency is a "state agency or subdivision" as defined by Section 768.28(2), Florida Statutes.

- d. Except for coverage provided under this Agreement that is maintained through a program of self-insurance carriers providing coverage required in this "**Insurance**" section must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
- e. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
- f. The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/Services provided under this Agreement. In addition to the certificate(s) of insurance the Agency shall also provide copies of any applicable endorsements as required above.
- g. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

**Orange County, Florida
Attention: Risk Management Division
109 East Church Street, Suite 200
Orlando, Florida 32801**

9.4 **Sovereign Immunity.** Nothing contained in this Section, or in any part of this Agreement, shall constitute a waiver of the County's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

9.5 **Liability.**

- a. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.
- b. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the County be liable to the Agency under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

Section 10. General Terms and Conditions.

10.1 **Assignments and Successors.** The parties deem the Services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

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

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

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

10.5 **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

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

10.7 **Force Majeure.** The County will not hold the Agency responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemics or epidemics, act of God, or other similar causes beyond the Agency's control so long as the Agency's delay is not caused by the Agency's own fault or negligence and to the extent allowed under the SHIP/HHRP Program. Notwithstanding the foregoing, the Agency cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that existed on this Agreement's Effective Date.

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

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

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

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

10.12 **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or in any manner be construed to, confer upon any person other than the parties, their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

10.13 **Nondiscrimination.** The Agency shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation. Both parties shall comply with any and all applicable federal, state, and local anti-discrimination laws, rules, and regulations.

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

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

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

10.17 **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.

10.18 **Use of County and Agency Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

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

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

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

Section 11 Notices.

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

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

- With copy to: Orange County Government
County Administrator
Orange County Administration Building
201 S. Rosalind Avenue
Orlando, FL 32801

- As to Agency: Grand Avenue Economic Community Development Corp.
Attn: Helaine Blum
3200 W. Colonial Drive
Orlando, FL 32808
Email: Helaine@grandave.org

[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
Orange County Mayor

Date: _____

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

BY: _____
Deputy Clerk

**GRAND AVENUE ECONOMIC COMMUNITY
DEVELOPMENT CORP.**

BY: *Helaine Blum*

Name: Helaine Blum
Title: President Emeritus

DATE: 11/19/2024

AND
George J. Hodges III
Board Chairman or Board Representative

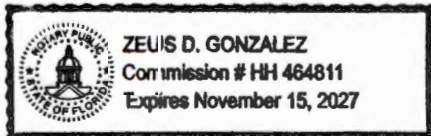
NOTARY:

STATE OF: Florida)
COUNTY OF: Orange) SS

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization on this 19th day of November, 2024, by Helaine Blum, in her official capacity as President Emeritus of Grand Avenue Economic Community Development Corp., A Florida non-profit corporation, on behalf of the corporation who is:

Personally Known
 Produced Identification. ID Type: _____

[Signature]
Signature Notary Public
Print, Type/Stamp Name of Notary



**EXHIBIT "A"
PROJECT BUDGET**

**GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.
2022 STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
HURRICANE HOUSING RECOVERY PROGRAM (HHRP)**

Direct Costs	Total Cost
Construction and repair costs associated with the County-wide Major Housing Rehabilitation Program, to include client service expenses (salaries of service delivery personnel and associated payroll taxes)	\$485,280
Indirect Costs – Administration (10%)	\$4,920
TOTAL BUDGET	\$490,200

FUNDING ELIGIBLE ACTIVITIES:

The average cost per unit is approximately \$2,723, and no more than \$20,000 per unit. Any changes to the maximum per unit cost must be approved on a case-by-case basis by the Housing and Community Development Division Manager based on the justification provided by the Agency.

EXHIBIT “B” SCOPE OF WORK

The proposed Project consists of rehabilitation activities (replacement of exterior steel doors and door hardware) on the Maxwell Garden apartment complex that provides housing to very low and low-income individuals, to include those who were previously homeless.

The proposed Project will provide enhanced accessibility and improve efficiency and resiliency of each unit by eliminating gaps and drafts caused by the old doors that suffered weather damage throughout multiple hurricanes (specifically Hurricane Ian), resulting in rust and warping, and by providing added security for the residents.

The proposed Project under this Agreement consists of the following activities:

- Replace exterior steel doors of 180 units, consistent with requirements of the Florida Building Code as they relate to wind loading and the use of select materials approved by the Code (and displaying a trackable Florida product approval code);
- Replace door hardware of 180 units.

The proposed Project is located at 4049 S. Orange Blossom Trail, Orlando, Florida 32839, and it has the following parcel identification and legal description:

Parcel ID#: 10-23-29-0000-00-002

Legal Description: ANGE BILT ADD NO 2 J/124 S 90 FT OF W 395 FT OF BLK 106 & W 660 FT OF N 210 FT OF S 240 FT OF SE1/4 OF NE1/4 & VAC R/W ON S PER OR 967/608 (LESS ALL THAT PT LYING IN R/W FOR HY 441) IN SEC 10-23-29

Parcel Size: 4.08 acres (+/-) (portion of)

Output: Full completion of all of the above-referenced activities by the Project Completion Date (see **Article VI, Section 6.1** of the Agreement).

Outcome: Provision of safe, decent, and resilient affordable rental housing units to very low and low -income individuals; to include those who were previously homeless by improving the livability, safety, and functionality of the existing apartment buildings.

EXHIBIT "C"
SHIP INCOME LIMITS

2024 Income Limits
Florida Housing Finance Corporation SHIP Program
Orlando-Kissimmee-Sanford MSA

Median: \$90,400

% Category	Income Limit by Number of Persons in Household							
	1	2	3	4	5	6	7	8
30%	20,300	23,200	26,100	31,200	36,580	41,960	47,340	52,720
50%	33,800	38,600	43,450	48,250	52,150	56,000	59,850	63,700
60%	40,560	46,320	52,140	57,900	62,580	67,200	71,820	76,440
80%	54,050	61,800	69,500	77,200	83,400	89,550	95,750	101,950
120%	81,120	92,640	104,280	115,800	125,160	134,400	143,640	152,880
140%	94,640	108,080	121,660	135,100	146,020	156,800	167,580	178,360

NOTE: *The income levels are provided by HUD annually and are subject to change.*

*Data effective as of **April 1, 2024***

EXHIBIT "D"
(SAMPLE) REIMBURSEMENT INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to:

Orange County Manager, Housing and Community Development 525 E. South Street Orlando, FL 32801	DESCRIPTION	AMOUNT BILLED
	TOTAL	

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

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT "E"
(SAMPLE) DUPLICATION OF DISASTER BENEFITS AFFIDAVIT

OTHER ASSISTANCE RECEIVED: - Assistance provided under the SHIP Program for disaster may not exceed a household's unmet needs. List all other sources of financial or housing assistance received (local, state, federal, and private sources). Receiving other benefits does not prevent you from receiving SHIP/HHRP benefits.		
Did you register with FEMA or other disaster related assistance?	YES	NO
Have you applied for any event related assistance from any source (local, state, federal, private)? If yes, proceed with this section.	Yes <input type="checkbox"/> No <input type="checkbox"/>	
<u>A. FEMA</u>		
Have you received any disaster related assistance from FEMA?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Amount Approved?	Amount Received to date:	\$
What is your FEMA Registration Number?		
<u>B. Small Business Administration (SBA)</u>		
Have you received any event-related assistance from the SBA?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Amount Approved?	Amount Received to date:	\$
What is your SBA Application Number?		
What is your SBA Loan Number?		
What is the status of your SBA Loan, e.g. paying as agreed, did not use, etc.		
<u>C. Homeowner Insurance (or Renter Insurance)</u>		
Have you filed a claim with your insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Amount Approved?	Amount received to date:	\$
<u>D. Did you receive any other assistance due to disaster?</u>		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, explain the type of assistance you received e.g. Red Cross, United Way, previous federal, state, or local assistance from other Human Services programs.		

Recipient Statement: The information on this form is to be used to determine eligibility. I/we certify that the statements are true and complete to the best of my/our knowledge and belief under penalty of perjury.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree.

Signature (head of Household)

Date

Signature (Co-head of Household)

Date

FOR AN OATH OR AFFIRMATION:

STATE OF FLORIDA
 COUNTY OF _____

Sworn to (or affirmed) and described before me this _____ day of _____, 20____, by _____.
 (NOTARY SEAL)

Signature _____

Name of Notary (Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "F"
(SAMPLE) RESIDENTIAL INCOME CERTIFICATION – RENTAL HOUSING

State Housing Initiatives Partnership (SHIP) Program

Property Name _____

A. Effective Date: _____ Initial Certification (IC)
 Move-In Date: _____ Annual Recertification (AR)

B. Subsidy Use (check one)

<input type="checkbox"/>	Multifamily Rental	<input type="checkbox"/>	Other
<input type="checkbox"/>	Transitional Housing	<input type="checkbox"/>	

C. Household Information

Member	Names -All Household	Relationship	Age

D. Assets: All household members including minors

Member	Assets	Cash Value	Income from Assets
Total Cash Value of			
Income from Assets			
If line D (a) is greater than \$5,000, multiply that amount by the rate specified (applicable rate .06 %) and enter results in D (c), otherwise leave blank			

E. **Anticipated Annual Income:** Includes unearned income and support paid on behalf of minors.

Member	Wages/ Salaries (include tips, commissions)	Benefits/ Pensions	Public Assistance	Other Income	Asset Income
					Enter the greater of box D (b) or box D(c) in box E
Totals	\$	\$	\$	\$	\$
Enter total of items E (a) through E (e). This amount is the <u>Annual Anticipated Household Income</u>					\$

F. **Resident Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item C, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury.

WARNING: Chapter 817, Florida Statutes, provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under Sections 775.082 or 775.83, Florida Statutes.

Signature of Head of Household Date: _____

Signature of Spouse or Co-Head of Household Date: _____

Signature of (other household member over 18) Date: _____

G. **SHIP Administrator Statement:** Based on the representations herein, and upon the proofs and documentation submitted pursuant to item F, hereof, the family or individual(s) named in item C of this Resident Income Certification is/are eligible under the provisions of Chapter 420, Part V, Florida Statutes, the family or individual(s) constitute(s) a: (check one)

- Extremely Low Income (ELI) Household** means individuals or families whose annual income does not exceed 30% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$___).
- Very Low Income (VLI) Household** means individuals or families whose annual income does not exceed 50% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$_____).
- Low Income (LI) Household** means individuals or families whose annual income does not exceed 80% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$_____).
- Moderate Income (MI) Household** means individuals or families whose annual income does not exceed 120% of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size (maximum Income Limit \$_____).

Based upon the _____(year) income limits for
_____Metropolitan Statistical Area (MSA) or County, Florida.

Signature of the SHIP Administrator or His/her Designated Representative:

Signature of Head of Household

Date:_____

Printed or Typed Name

Title: _____

H. Household Data (to be completed by Administrator or designee)

Number of Persons									
By Race/ Ethnicity						By Age			
White	Black	Hispanic	Asian	American Indian	Other	0 - 25	26 -	41 -	62 +

NOTE: Information concerning the race or ethnicity of the occupants is being gathered for statistical use only. No occupant is required to give such information unless he or she desires to do so, and refusal to give such information will not affect any right he or she has as an occupant.

Unit Information		
Number of Residents	Tenant Rent	Number of Bedrooms

Special Target/Special Needs (Check all that apply)					
Farmworker	Developmentally Disabled	Homeless	Elderly	Special needs	Other

EXHIBIT "G"
(SAMPLE) SHIP PROGRAMMATIC REPORT

Report for Month of: _____ Agency/Project Title: _____
Contact Person: _____ Phone: _____ Email: _____

SECTION 1 Income refers to area median family income as determined by HUD. See Exhibit "C"	Total New for Month Program Participants *(Unduplicated) served with SHIP	Year-to-Date Program Participants *(Unduplicated) served with SHIP
Extremely Low Income		
Very Low Income		
Low Income		
Moderate Income		
TOTAL (s/b same as below)		

SECTION 2	Total New for Month Program Participants *(Unduplicated) served with SHIP		Year-to-Date Program Participants *(Unduplicated) served with SHIP	
	Hispanic or Latino	Not Hispanic or Latino	Hispanic or Latino	Not Hispanic or Latino
White				
Black/African American				
Asian				
American Indian/Alaska Native				
Native Hawaiian/other Pacific Islander				
Asian and White				
Black/African American and White				
American Indian/ Alaska Native and Black/African American				
Other Multi-Racial				
TOTAL (s/b same as above)				

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

1. Provide Summary of accomplishments made with Orange County SHIP funds.
2. Include quantitative accomplishments made toward project goals identified in Agreement.
Include program participants, number of households, and family members assisted.

Attach additional narrative page(s) as necessary:

NOTES* Definition of Unduplicated Clients: Clients/program participants counted once (initial intake) in grant year. Clients assisted longer than one month or multiple times during the year are included only once in the Unduplicated count for the grant year. This Programmatic Report is due within one (1) month of the month during which assistance was given.

EXHIBIT "H"
(SAMPLE) LEASED EMPLOYMENT 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 worker's compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

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

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

Name of Employee Leasing Company: _____

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: _____

EXHIBIT "I"
(SAMPLE) BLANKET ADDITIONAL INSURED ENDORSEMENT

COMMERCIAL GENERAL LIABILITY
CC 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

EXHIBIT "J"
(SAMPLE) SPECIFIC ADDITIONAL INSURED ENDORSEMENT

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

EXHIBIT "K"
(SAMPLE) WAIVER OF SUBROGATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

2nd Reprint

Effective April 1, 1984

Advisory

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

Name of Person or Organization:

ORANGE COUNTY
201 S. ROSALIND AVE.
ORLANDO, FL 32801

EXHIBIT "L"
(SAMPLE) WAIVER OF RIGHTS OF RECOVERY

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY
201 S. ROSALIND AVE.
ORLANDO, FL 32801

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

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

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

**EXHIBIT M
E-VERIFICATION CERTIFICATION**

NAME OF CONTRACTOR: _____ (referred to herein as "Contractor")

ADDRESS OF CONTRACTOR:

The undersigned does hereby certify that the above-named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____