

**SEMINOLE COUNTY AND SEMINOLE COUNTY HOUSING AUTHORITY  
TENANT BASED RENTAL ASSISTANCE (TBRA) AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as “COUNTY”, and **SEMINOLE COUNTY HOUSING AUTHORITY**, whose address is 662 Academy Place, Oviedo, Florida 32765, hereinafter referred to as “SUBRECIPIENT”.

**W I T N E S E T H:**

**WHEREAS**, COUNTY has previously made application, submitted a plan for receipt of HOME Partnership and Community Development Block Grant (“CDBG”) funds, and entered into a contract for receipt of funding from the United States Department of Housing and Urban Development (“HUD”), pursuant to Title I of the Housing and Community Development Act of 1974, as amended (hereinafter referred to as the “Act”), and 24 C.F.R. Part 570 (2018) and HOME TBRA 24 CFR 92.209, as these regulations may be amended from time to time, (“Regulations”); and

**WHEREAS**, pursuant to 24 C.F.R 570.201(e) CDBG funds may be used for the provision of HOME activities; and

**WHEREAS**, COUNTY has adopted certain CDBG Program and HOME Program goals, fully described in the 2015-2020 Seminole County Consolidated Plan (“CP”) including, but not limited to, the provision of public services including housing services to eligible residents of Seminole County, Florida; and

**WHEREAS**, in Fiscal Year 2019-2020, COUNTY will expend THREE HUNDRED AND SIXTY-TWO THOUSAND FIVE HUNDRED 00/100 DOLLARS (\$362,500.00) in HOME and

CDBG funds for the provision of case coordination and eligibility services associated with the Tenant Based Rental Assistance (“TBRA”) Program; and

**WHEREAS**, COUNTY has determined that there is a public need to provide these services to benefit low income residents in Seminole County to promote the general health, welfare, and safety of the community,

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency and receipt of which are being hereby acknowledged, COUNTY and SUBRECIPIENT agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

**Section 2. Definitions.**

(a) “CS Administrator” means the Seminole County Community Services Department Director or the Community Assistance Division Manager acting through and on behalf of the Director or their designee.

(b) “CDBG regulations” mean 24 C.F.R. Part 570.

(c) “County Approval” means written approval by Board of County Commissioners, the County Manager, or the CS Administrator, as may be necessary from time to time.

(d) “Extremely Low Income” means gross combined total household income from all sources that does not exceed thirty percent (30%) of the median household income.

(e) “FHFC” means the Florida Housing Finance Corporation.

(f) “HOME TBRA regulation” means 24 CFR 92.209.

(g) “Very Low Income” means gross combined total household income from all sources that does not exceed fifty percent (50%) of the median household income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(h) “Party” means SUBRECIPIENT or COUNTY and “parties” means both of them with respect to this Agreement.

**Section 3. Effective Date and Term.** The Effective Date of this Agreement will be July 1, 2019. Notwithstanding the signatures through September 30, 2020 and may be renewed for three (3) successive years with the mutual consent of the parties, unless earlier terminated as provided in this Agreement. All payments must conform to the Project Budget set forth in the Scope of Services/Budget, attached to this Agreement as Exhibit A and Exhibit B and incorporated by reference (hereinafter, “Scope of Services/Budget”). The requirements set forth in Sections 6, 7, 12, 13, 14 and 15 below will survive the term of this Agreement as a whole.

**Section 4. Scope of Services and Use of Funds.** SUBRECIPIENT, in a manner satisfactory to COUNTY, must perform or cause to be performed all services as implied, described, referred to, or governed by the Scope of Services/Budget. All work must be completed in compliance with all applicable Seminole County Codes and Ordinances and in a satisfactory and proper manner as determined by the Community Services Department. Such services must be performed, except as otherwise specifically stated in this Agreement, by persons or instrumentalities solely under the dominion and control of SUBRECIPIENT.

(a) The Grant. Under the terms and conditions of this Agreement, COUNTY has allocated THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) in HOME funds and SIXTY TWO THOUSAND FIVE HUNDRED (\$62,500.00) in CDBG funds for Fiscal Year 2019-2020 to SUBRECIPIENT to administer the Program, as defined below.

Any funds remaining unexpended or not disbursed to SUBRECIPIENT by COUNTY as of the termination date of this Agreement may be deobligated from this Agreement and made available for other COUNTY programs as determined by COUNTY.

(b) Program Description. SUBRECIPIENT will administer and operate a Tenant Based Rental Assistance (TBRA) provide subsidized housing for extremely low income elderly and/or disabled households. The Standards of Eligibility are attached to this Agreement in Exhibit A and incorporated by reference. The scope of work, a schedule for completing the work and a budget, is set forth in the Scope of Services/Budget.

(c) Goals and Performance Measures; Implementation Schedule. SUBRECIPIENT will perform the described tasks in conformance with the services being provided to a minimum of thirty (30) households in Seminole County with HOME FYs 2019-2020 funds during the term of this Agreement.

(d) Staffing. SUBRECIPIENT will assign key personnel and staff to this Program in accordance with services listed in the Budget set forth in the Scope of Services/Budget.

(e) Performance Monitoring. COUNTY will monitor the performance of SUBRECIPIENT against goal and performance standards required in this Agreement.

(f) Budget. SUBRECIPIENT will use the grant proceeds for eligible expenses permitted under the HOME and CDBG regulations and in accordance with the Budget set forth in the Scope of Services/Budget. Expenditures must be directly attributable to the provision of the programs and services under the Program. Any changes in budget line items, including additions, must be requested in writing and must be approved by the Community Services Department Director before related expenditures can be undertaken. SUBRECIPIENT is responsible for any

cost overruns above the grant amount of THREE HUNDRED AND SIXTY-TWO THOUSAND FIVE HUNDRED 00/100 DOLLARS (\$362,500.00)..

SUBRECIPIENT will not use any HOME or CDBG funds for prohibited activities. SUBRECIPIENT acknowledges and agrees that any funds not used in accordance with permitted CDBG and HOME regulations and the Budget must be repaid to COUNTY.

**Section 5. Consideration and Limitation of Costs.** Subject to SUBRECIPIENT's performance under Section 4 above, and its compliance with CDBG and HOME regulations, COUNTY will pay SUBRECIPIENT for the services described in the Scope of Services/Budget in an amount up to but not exceeding THREE HUNDRED AND SIXTY-TWO THOUSAND FIVE HUNDRED 00/100 DOLLARS (\$362,500.00).

**Section 6. Billing and Payment.**

(a) COUNTY's payments to SUBRECIPIENT will be made on a monthly basis and are contingent upon SUBRECIPIENT's timely submittal of acceptable documentation to COUNTY on or before the 15<sup>th</sup> day after each month during the term of this Agreement.

(b) SUBRECIPIENT must submit a completed Request for Payment Form, attached to this Agreement as Exhibit C along with staff timesheets for reimbursement of CDBG funds and incorporated by reference, as a precondition for COUNTY to initiate the payment process. This Form must be submitted to the Community Services Department with a letter of transmittal on SUBRECIPIENT's letterhead, signed by its Executive Director or designee.

(c) For reimbursement of HOME funds, SUBRECIPIENT must submit rent roll, proof of payment, and Set Up Form (Exhibit D) for each tenant during initial payment of lease term.

(d) Payments to SUBRECIPIENT must be made as soon as practicable; except that if SUBRECIPIENT has performed services in full compliance with this Agreement, CDBG

regulations, and applicable laws, rules and regulations, COUNTY will make payment to SUBRECIPIENT within thirty (30) days of receipt of acceptable documentation by COUNTY.

**Section 7. Reporting.** SUBRECIPIENT must submit a Monthly Report in the format attached to this Agreement as Exhibit E and incorporated by reference to COUNTY by the 15<sup>th</sup> day of each month. Any monthly reports as outlined in this Section or above (Exhibits C and E) submitted after the 15<sup>th</sup> day of the month will require written justification for the delayed submission. SUBRECIPIENT must submit Exhibits C and E delineating the preceding month the following:

(a) Statistics representing that month's achievements and services provided to COUNTY including, if applicable, the number of clients served, and their demographic data.

(b) A Personnel Activity report must be submitted. (Timesheet)

(d) SUBRECIPIENT must submit supporting financial documentation reflecting total SUBRECIPIENT receipts and expenditures to COUNTY each month with the Request for Payment, as found in Exhibit C.

(e) SUBRECIPIENT must submit such additional information as required by COUNTY to assess program effectiveness.

(f) SUBRECIPIENT must submit demographic data and verification that each household assisted by SUBRECIPIENT with funding derived under this Agreement qualifies as an Extremely Low Income Household. This information will be documented in Exhibit F and F-1 which must be completed for each participating household and submitted at the end of the program year.

**Section 8. Unavailability of Funds.** This Agreement is subject to funding availability. If COUNTY learns that funding from the State cannot be obtained or continued, this Agreement

may be terminated immediately, at the option of COUNTY, by written notice of termination to SUBRECIPIENT as provided below. COUNTY will not be obligated to pay for any services provided or costs incurred by SUBRECIPIENT after SUBRECIPIENT has received such notice of termination. In the event there are any unused or returned CDBG/HOME funds, SUBRECIPIENT must promptly refund those funds to COUNTY or otherwise use such funds as COUNTY directs. COUNTY has the final authority as to the availability of funds and how available funds will be allocated.

**Section 9. Compliance with Federal, State, and Local Laws.** During the execution and implementation of this Agreement, SUBRECIPIENT must comply with all applicable Federal, State, and local laws, regulations, ordinances, and policies including, but not limited to, the following, as they may be amended from time to time:

(a) Chapter 112, Florida Statutes (2018), as that statute may be amended from time to time, including particularly Part III thereof entitled “Code of Ethics for Public Officers and Employees”.

(b) COUNTY’s Local Housing Assistance Plan, as approved by the FHFC, as it may be amended from time to time during the term of this Agreement.

(c) All written procedures and policies issued by COUNTY regarding implementation of COUNTY’s CDBG/HOME Program.

(d) Chapter 67-37, Florida Administrative Code.

(e) Chapter 420, Florida Statutes (2018), as that statute may be amended from time to time.

(f) Section 216.347, Florida Statutes (2018) (prohibiting use of monies received via this Agreement for lobbying the State Legislature, the judicial branch of State government, or a State agency), as that statute may be amended from time to time.

(g) Chapter 119, Florida Statutes (2018), dealing with public records, as that statute may be amended from time to time.

(h) Section 220.115, Seminole County Code prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of this Code provision will be grounds for unilateral termination of this Agreement by COUNTY.

(i) SUBRECIPIENT covenants that no Federal or State funds derived from activities under this Agreement may be used for lobbying any elected or appointed official of the executive, legislative, or judicial branch of government for the State of Florida or the United States.

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

#### **Section 10. Public Records Law.**

(a) SUBRECIPIENT acknowledges SUBRECIPIENT's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2018), as that statute may be amended from time to time, to release public records to members of the public upon request. SUBRECIPIENT acknowledges that COUNTY is required to comply with Article 1, Section 24,



Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, SUBRECIPIENT must provide COUNTY with all requested public records in SUBRECIPIENT's possession, or allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) SUBRECIPIENT specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2018), as that statute may be amended from time to time, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, SUBRECIPIENT will transfer, at no cost to COUNTY, all public records in possession of SUBRECIPIENT, or keep and maintain public records required by COUNTY under this Agreement. If SUBRECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUBRECIPIENT must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUBRECIPIENT keeps and maintains the public records upon completion of this Agreement, SUBRECIPIENT must meet all applicable requirements for

retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to SUBRECIPIENT. SUBRECIPIENT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2018), as that statute may be amended from time to time.

(d) **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, SUBRECIPIENT MAY CONTACT THE SEMINOLE COUNTY COMMUNITY SERVICES DEPARTMENT AT 407-665-2302, OCARTER@SEMINOLECOUNTYFL.GOV, 534 WEST LAKE MARY BOULEVARD, SANFORD, FLORIDA 32773.**

**Section 11. Amendments to Agreement.** This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity with this Agreement.

**Section 12. Management Assistance.** The CS Administrator or designee will be reasonably available to SUBRECIPIENT to provide guidance on CDBG/HOME regulations, except this provision may not be construed as giving legal advice to SUBRECIPIENT or relieving SUBRECIPIENT from any duties or obligations set forth in this Agreement.

### **Section 13. Audit Requirements.**

- (a) SUBRECIPIENT must provide a financial compliance audit to COUNTY.
- (b) SUBRECIPIENT must include this financial compliance audit and record keeping requirements in all approved subcontractors and assignments.
- (c) SUBRECIPIENT must have all required audits completed by an independent certified public accountant licensed under Chapter 473, Florida Statutes (2018), as that statute may be amended from time to time.
- (d) The audit must be received by COUNTY no later than nine (9) months from the end of SUBRECIPIENT's fiscal year.
- (e) If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, SUBRECIPIENT will be liable for reimbursement to COUNTY of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty calendar days after COUNTY has notified SUBRECIPIENT of such non-compliance.
- (f) Within sixty (60) calendar days of the close of SUBRECIPIENT's fiscal year, on an annual basis, SUBRECIPIENT will electronically submit a completed Audit Compliance Certification to Community Services Department, Compliance Office, 534 W. Lake Mary Boulevard, Sanford, Florida 32773, ATTN: Compliance Officer.

**Section 14. Liability.** Except for payments as specifically set forth in this Agreement, COUNTY will not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to SUBRECIPIENT in connection with the services SUBRECIPIENT performs under this Agreement, or for debts or claims of any type whatsoever accruing to such parties against SUBRECIPIENT. This Agreement does not create a contractual relationship, either

express or implied, between COUNTY and any other person, firm, entity, or corporation supplying any work, labor, services, goods, or materials to SUBRECIPIENT as a result of services or payments provided under this Agreement.

**Section 15. Indemnification.**

(a) SUBRECIPIENT will hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services under this Agreement by SUBRECIPIENT whether caused by SUBRECIPIENT or otherwise. This hold harmless, release, and indemnification includes any claim based on negligence, action, or inaction of the parties.

**Section 16. Insurance.** SUBRECIPIENT, as an agency of the State of Florida, participates in the State Risk Management Program administered by the Department of Financial Services, Division of Risk Management of the State of Florida, for workers' compensation, general liability and fleet automobile liability insurance. The program provides financial protection for bodily and person injury and property damage arising from the operations of SUBRECIPIENT. The combined limits for this coverage amount may be found in Exhibit G, attached to this Agreement. Nothing in this Agreement may be construed as a waiver of the sovereign immunity of SUBRECIPIENT, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes (2018), as this statute may be amended from time to time. SUBRECIPIENT is legally prohibited from adding any individuals or entity as "Additional Insured".

**Section 17. Non-Assignability and Subcontractors.** Neither party may assign this Agreement nor any interest in it without the prior written consent of the other party.

SUBRECIPIENT will not engage subcontractors to perform any part of the Scope of Services/Budget without the advance written consent of COUNTY. SUBRECIPIENT will ensure that any subcontractors are properly licensed and subject to the insurance requirements as directed by COUNTY.

**Section 18. Headings.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and do not affect the construction or interpretation of this Agreement.

**Section 19. Termination.** This Agreement may be terminated for reasons of enforcement or convenience or other good cause by COUNTY. Notice of termination must be delivered to the other party as provided for in the provision for notices set forth below.

**Section 20. Breach of Agreement.**

(a) Any failure to comply with the terms of this Agreement constitutes a breach of this Agreement. In the event of a breach by SUBRECIPIENT, COUNTY will have the option to terminate or suspend this Agreement and to seek the remedies allowed under this Agreement.

(b) If any of the funds paid by COUNTY pursuant to this Agreement is misused or misappropriated by SUBRECIPIENT, misuse or misappropriation will be an event of default under this Agreement. Any such funds will be immediately due and payable to COUNTY.

**Section 21. Use and Reversion of Assets.** Within thirty (30) days following the expiration, cancellation, or termination of this Agreement, SUBRECIPIENT must transfer to COUNTY any Grant Funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of Grant Funds.

**Section 22. Enforcement of Agreement and Remedies.** Upon determination that a breach has occurred, COUNTY reserves all legal and equitable rights to enforce this Agreement and to

recover any monies paid to SUBRECIPIENT pursuant to this Agreement. Specifically and additionally, COUNTY will have the following available remedies:

- (a) Immediately, terminate this Agreement with or without notice.
- (b) Reallocate the remaining uncommitted funds toward another program or toward COUNTY's trust fund.
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by SUBRECIPIENT.
- (d) Demand SUBRECIPIENT immediately repay any monies expended in accordance with this Agreement.
- (e) Require specific performance of this Agreement.
- (f) Demand payment, performance from the surety, or both, as applicable.
- (g) Initiate a suit in law or equity in a court of competent jurisdiction to obtain any available remedy.

**Section 23. Evaluation.** SUBRECIPIENT agrees that COUNTY will be responsible for monitoring and evaluating all aspects of the services provided under this Agreement. COUNTY will have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of COUNTY or the State of Florida to accomplish this obligation, subject to State and Federal confidentiality requirements.

In order to properly monitor and evaluate SUBRECIPIENT's performance under this Agreement, SUBRECIPIENT will permit COUNTY to make on-site inspections as often as COUNTY deems necessary. Further, SUBRECIPIENT must submit a Program Performance Report, as found in Exhibit E, with each reimbursement request which details the progress made to date toward the completion of the activities authorized under the Scope of Services/Budget.

Failure by SUBRECIPIENT to assist COUNTY in its monitoring and evaluation efforts, including allowing COUNTY to conduct the on-site inspections and have access to SUBRECIPIENT's records or failure to submit the activity reports as required will result in the imposition of sanctions as specified under this Agreement.

**Section 24. Waiver.** COUNTY's failure to act with respect to a breach by SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The payment or acceptance of fees for any period after a default will not be deemed a waiver of any right or acceptance of defective performance.

**Section 25. Anti-Discrimination/Equal Employment Opportunity.** SUBRECIPIENT agrees to comply with all State, Federal and local laws, rules, and regulations, ordinances, and executive orders prohibiting and or relating to discrimination. SUBRECIPIENT will not discriminate against any employee, applicant for employment for work, or any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, disability, sexual orientation, or gender identity. SUBRECIPIENT will take affirmative steps to ensure that applicants are employed, employees are treated during employment and eligible persons receive such services without regard to race, color, religion, sex, age, national origin, disability, sexual orientation, or gender identity.

**Section 26. Unauthorized Workers.** COUNTY and SUBRECIPIENT will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. COUNTY will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by SUBRECIPIENT of the employment provisions

contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by COUNTY.

**Section 27. Drug Free Workplace.** SUBRECIPIENT will administer, in good faith, a policy designed to ensure that SUBRECIPIENT is free from the illegal use, possession, or distribution of drugs or alcohol.

**Section 28. Independent Contractor.** Nothing contained in this Agreement is intended to or may in any way be construed as creating or establishing the relationship of employer/employee between the parties. SUBRECIPIENT will at all times remain an “independent contractor” with respect to services to be performed under this Agreement. SUBRECIPIENT certifies its understanding that COUNTY is not required to withhold any Federal income tax, social security tax, State and local tax, to secure workers’ compensation insurance or employer’s liability insurance of any kind, or to take any other action with respect to this insurance or taxes of SUBRECIPIENT and assistant of SUBRECIPIENT.

**Section 29. Severability.** If any one or more of the covenants or provisions of this Agreement are held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or for any reason whatsoever is held invalid, then such covenants or provisions will be null and void, deemed separable from the remaining covenants or provisions of this Agreement, and in no way affects the validity of the remaining covenants or provisions of this Agreement. Any responsibility of SUBRECIPIENT provided under this Agreement may not be invalidated due to the expiration, termination, or cancellation of this Agreement.

**Section 30. Entire Agreement and Effect on Prior Agreement.** This Agreement and the Exhibits attached to it constitute the entire agreement between the parties and supersede all



oral agreements, previous discussions, negotiations, understandings, and agreements, if any, between the parties relating to the subject matter of this Agreement. Exhibits A, B, C, D, E, F, F-1, G, H, I, and J to this Agreement are deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

**Section 31. Governing Law.** This Agreement is governed by the laws of the State of Florida and the ordinances, resolutions, and policies of COUNTY not prohibited by State law. The parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to actions arising under Florida law and the United States District Court for the Middle District of Florida, Orlando Division, as to actions arising under Federal law.

**Section 32. Notices.** All notices which may be given pursuant to this Agreement must be in writing. Whenever either party desires to give notice unto the other, notice must be sent to:

**For COUNTY:**



Olivette Carter  
Director of Seminole County Community Services Department  
Seminole County Community Services Department  
534 W. Lake Mary Boulevard  
Sanford, Florida 32773

**For SUBRECIPIENT:**

Shannon Young, Executive Director  
Seminole County Housing Authority  
662 Academy Place  
Oviedo, Florida 32765

Either of the parties may change, by written notice as provided in this Section, the addresses or persons for receipt of notice.

**Section 33. Disclaimer of Third Party Beneficiaries.** This Agreement is made for the sole benefit of the parties to this Agreement and their respective successors and assigns and is not intended

**Section 34. Conditions Precedent.** The parties each represent to the other that they have done all things necessary as conditions precedent to the execution of this Agreement and that the persons whose signatures appear below have the legal authority to execute this Agreement on behalf of their respective parties.

**Section 35. Counterparts.** This Agreement may be executed in two or more counterparts, each of which constitutes an original, but all of which together constitutes one and the same Agreement.

**Section 36. Authorization.** Each party represents that to the other that such party has authority under all applicable laws to enter into an Agreement containing such covenants and provisions, and that the persons who have executed this Agreement are duly authorized and empowered to do so.

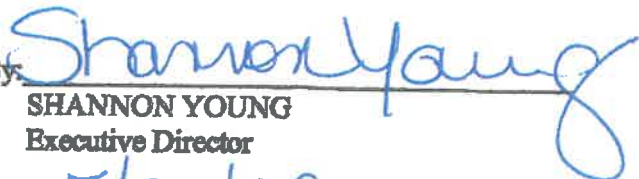
**IN WITNESS WHEREOF,** the parties have made and executed this Agreement for the purposes stated above.

**ATTEST:**

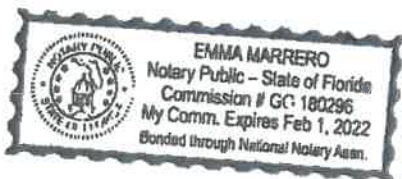


[CORPORATE SEAL]

**SEMINOLE COUNTY HOUSING AUTHORITY**

By:   
SHANNON YOUNG  
Executive Director

Date: 5/30/19



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

DWM  
5/31/19

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Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Budget
- Exhibit C – Payment Request
- Exhibit D – Set Up Form
- Exhibit E – Monthly Performance Report
- Exhibit F – End of Year Report
- Exhibit F-1 – Performance Measurements – End of Year
- Exhibit G – Insurance Requirements
- Exhibit H – Equal Opportunity Clause, Applicable Laws, Statutes, Orders, Ordinances, and Regulations
- Exhibit I – HOME Program Lease Addendum
- Exhibit J – VAWA Lease Addendum



## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Section I. SERVICES TO BE RENDERED BY SUBRECIPIENT.**

SUBRECIPIENT will be reimbursed for eligible expenses associated with Tenant Based Rental Assistance (TBRA) Components. SUBRECIPIENT will be responsible to contribute and input data regarding all assisted households with HOME funds in a secure database of its choosing.

##### **Tenant Based Rental Assistance Component:**

This component is designed to assist extremely-low income persons who are elderly (62+) and/or disabled with monthly rental subsidies and security deposits:

- Security Deposits
- Rental Assistance

An eligible household for TBRA Component services must meet the following criteria:

- At or below 30% of median income (as evident from income certification);
  - Note: Ten Percent (10%) of program slots are available for households at or below 50% of the area median income (very-low income)
- Head of Household must be elderly (62+) or disabled;
- Reside in Seminole County.

All households that receive assistance under the TBRA Activity must identify a unit that meets the following criteria:

- Unit must pass HUD Housing Quality Standards (HQS) Inspection ;
- Rental assistance must be at or below the Fair Market Rent (FMR) for a unit less the unit utility allowance; and
- Units must comply with HUD's rent reasonableness standards.

The goals and objectives of SUBRECIPIENT under this agreement will be to provide the following services to eligible Seminole County residents:

SUBRECIPIENT will adhere to the following guidelines:

Service	Number Served
<p>Tenant Based Rental Assistance:</p> <p>Rental Assistance – On-going monthly rental subsidy (that is not time limited and does not require a household to move by a specified date or within a specified timeframe.)</p> <p>Security Deposit – One-time payment of up to two (2) month's rent</p>	<p>30 Households</p>

- Assist individuals/households regardless of their current housing status (homeless or housed) at the time of application.
- Conduct project activities consistent with the County 5 year Consolidated Plan and Annual Action Plan.
- Ensure the program is **readily accessible and broadly available community-wide (not limited to the agency clients/programs)**.
- Maintain a TBRA waitlist when openings become available. Program is considered at full capacity when 30 households are being simultaneously assisted with on-going rental subsidy.

SUBRECIPIENT will be responsible for the following:

- Determining client/household eligibility income annual income recertification
- Conducting the HQS no less than annually on each unit a TBRA recipient resides
- Calculate the Utility Allowance for the household on an annual basis
- Completing the lease renewal process and/or new move-in/leasing process
- Ensuring unit is both reasonable and the maximum rent does not exceed the Fair Market Rent (FMR) less the Utility Allowance (UA)
- Calculating the tenant's monthly co-payment using the Adjusted Gross Income calculation
- Accepting new applications and establishing a waitlist when program slots reach capacity
- Executing agreement between Housing Authority and Landlord and Housing Authority and Tenant per HOME regulations

- Agreements should include at a minimum include the lease term, base rent amount, portion covered by SCHAs and client monthly co-payment, responsibilities of the landlord, HOME Prohibited Lease language rental insurance requirements, landlord/tenant dispute resolution, reasons for termination, and the informal hearing/appeal process
- Ensuring the HOME Program Lease Addendum (Exhibit I) and the VAWA Lease Addendum (Exhibit J) are signed by both the tenant and landlord and renewed annually.

## **Section II. PAYMENT SCHEDULE/BUDGET.**

For its performance under this Agreement, SUBRECIPIENT will receive reimbursement of:

- Federal FY 2018-2019 through 2019-2020 HOME funds from COUNTY in an amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**;
- Federal FY 2018-2019 through 2019-2020 Community Development Block Grant (CDBG) funds from COUNTY in an amount not to exceed **SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$62,500)**

(Hereinafter referred to as "Grant Funds"), which may be requested on or after July 1, 2019.

Payment will only be provided on a reimbursable basis with the submission of the proper supporting documentation. COUNTY will provide funds to SUBRECIPIENT for all allowable expenses as described in Section I according to the schedule above.

All requests shall be on SUBRECIPIENT's official letterhead on a monthly basis. Requests for payment must be submitted to COUNTY's Community Services Department, in substantially the same format as Exhibit C. All requests for payment must comply with the requirements in Article I of this Agreement and the Scope of Service (Exhibit A). The last payment request of the project should indicate Closeout. Subrecipient will be required to submit a Set-Up Form (Exhibit D) for each tenant during the initial payment of that lease term and notify the County if the rent amount changes during the lease and the reason for the change.

If COUNTY, through its monitoring or review, determines that SUBRECIPIENT has performed, or is performing below the specified goals and objectives, the total consideration to be paid to SUBRECIPIENT shall be subject to a reduction, as determined by COUNTY.

### **PROJECT BUDGET**

	<b>Grant Funds</b>
TBRA Rental Assistance and Security Deposits (HOME)	\$300,000.00
Project Administration for Personnel (CDBG)	\$62,500.00
<b>Total</b>	<b>\$362,500.00</b>

### **Section III. PERFORMANCE MEASURES.**

The Performance of SUBRECIPIENT will be determined by the following indicators over the period of the Agreement:

<b>Service</b>	<b>Number Served</b>
Tenant Based Rental Assistance Benchmarks:	
- Maintain 100% program capacity*	30 Households
- At least 95% of program participants will remain housed	28 Households
- Maintain active waitlist to utilize when slots become available	

\*After project has reached full capacity.

### **Section IV. PROGRAM REPORTS.**

SUBRECIPIENT shall submit to COUNTY within fifteen (15) days from the end of each month, using a Program Performance Report in substantially the same format as set forth in Exhibit E, attached hereto and made a part hereof. The last Program Report should indicate that is the Closeout Report.

### **Section V. EMERGENCY DUTY/INCIDENT MANAGEMENT.**

Pursuant to a Federal, State or local government Declared State of Emergency, COUNTY may order any action necessary to abate a threat or danger that it determines may be an imminent and substantial endangerment to human health, public safety, the general welfare of individuals or the environment because of an actual or impending disaster.

In the event of a disaster or major incident, SUBRECIPIENT may be required to assist COUNTY in response and recovery efforts to include sharing of information, partnering with COUNTY for use of SUBRECIPIENT's resources, and coordination of any actions deemed necessary to augment the COUNTY's response and/or recovery efforts. SUBRECIPIENT agrees to assist in disaster response and recovery efforts to the best of their ability and may be called upon to provide assistance at the Emergency Operations Center or other designated location.

SUBRECIPIENT further agrees that, under this Agreement, suspension of its usual and customary activities as well as the activities defined under the scope of this Agreement may be required. It also may be necessary for COUNTY to reallocate federal funds designated to SUBRECIPIENT for the purposes of emergency situation management operations. Program funds will be reallocated to SUBRECIPIENT in the amount de-obligated under the suspension after the emergency management is declared completed.

**EXHIBIT – B  
PROJECT BUDGET**

<b>Activity</b>	<b>Budget</b>	<b>Funding Source</b>
Monthly Rental Subsidy and Security Deposits	\$300,000	HOME
Administering TBRA- Staff Support*	\$62,500	CDBG
<b>Total</b>	<b>\$362,500</b>	

*\*CDBG personnel funds are eligible for HOME related activities.*

TBRA Subrecipient Agreement Program Year 2018/19-2019/20  
Seminole County Housing Authority  
Exhibit B



**EXHIBIT C**

**REQUEST FOR**

**PAYMENT**

**SUBRECIPIENT:** Seminole County Housing Authority

**PROGRAM NAME:** HOME Tenant Based Rental Assistance (TBRA)

**FOR THE MONTH OF:** \_\_\_\_\_ **REQUEST NO:** \_\_\_\_\_

Budget Categories	Total Approved Budget	Expenditures			Remaining Balance
		Previous Payment	Amount of this Request	Payments Made to Date	
Security Deposits and Rental Subsidy	\$300,000				
Administering TBRA- Staff Costs	\$62,500				
TOTAL	\$362,500				

I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

\_\_\_\_\_  
Executive Director (Signature) \_\_\_\_\_ Date

\_\_\_\_\_  
Date Received

Please attach documentation substantiating expenditures.

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

# Tenant Based Rental Assistance (TBRA) Set Up Form

## HOME Program

Check the appropriate box:

- ☒ Original Submission    ☐ Change Owner's Address  
☐ Revision

Name and Phone Number of Person Completing Form:

### A. General and Activity Information.

1. Name of Participant:	2. County Code:	3. IDIS Activity ID Number:	4. Activity Name: TBRA

### Set Up Activity:

#### B. Objective and Outcome.

1. Objective (enter code): <u>2</u> (1) Create suitable living environment (2) Provide decent affordable housing (3) Create economic opportunities	2. Outcome (enter code): <u>2</u> (1) Availability/accessibility (2) Affordability (3) Sustainability
---	--

### C. Household Characteristics. (Refer to code below where applicable) Assisting more than 8 tenants? Make copies of this page for additional space.

Last Name	# of Bdrms	Sec Dep	Monthly Rent			Household					Tenant Contract		
			Tenant Monthly Rent	TBRA Monthly Rent	Total Monthly Rent	% Med	Hispanic? Y/N	Race	Size	Type	Paid To O=Owner T=Tenant	New? Y/N	Months (1 to 24)

### D. Total/Subtotal of HOME Funds Requested:

### E. TBRA Units

#### Number of TBRA Units:

Designated for the homeless: \_\_\_\_\_

Of those the number designated for the chronically homeless: \_\_\_\_\_

Was this activity carried out by a  
Faith-based organization (Y/N)? \_\_\_\_\_

#### # of Bdrms

- 0 – SRO/Efficiency  
1 – 1 bedroom  
2 – 2 bedrooms  
3 – 3 bedrooms  
4 – 4 bedrooms  
5 – 5 or more bedrooms

#### Household % of Med

- 1 – 0 to 30%  
2 – 30+ to 50%  
3 – 50+ to 60%  
4 – 60+ to 80%

#### Household Race

- 11 – White  
12 – Black/African American  
13 – Asian  
14 – American Indian/Alaska Native  
15 – Native Hawaiian/Other Pacific Islander  
16 – American Indian/Alaska Native & White  
17 – Asian & White  
18 – Black/African American & White  
19 – American Indian/Alaska Native & Black/African American  
20 – Other multi-racial

#### Household Size

- 1 – 1 person  
2 – 2 persons  
3 – 3 persons  
4 – 4 persons  
5 – 5 persons  
6 – 6 persons  
7 – 7 persons  
8 – 8 or more persons

#### Household Type

- 1 – Single, non-elderly  
2 – Elderly  
3 – Single parent  
4 – Two parents  
5 – Other

# Instructions for Completing the Tenant-Based Rental Assistance Set-up Report HOME Program

Read the instructions for each item carefully before completing the form.

**Applicability.** The purpose of this report is to assist with the collection of information to be entered into IDIS. This report is to be completed for each TBRA activity set-up in IDIS. A single activity may include up to 99 tenants. For centralized State projects, the tenants must be in the same county.

**Timing.** Data is to be entered into IDIS before funds may be drawn down for the activity. An amended set-up report should be completed to increase or decrease HOME funding for the activity.

## A. General and Activity Information.

1. **Name of Participant.** Enter the name of the participating jurisdiction or the agency administering the TBRA activity.
2. **County Code.** Enter the county code of the agency administering this HOME activity.
3. **IDIS Activity ID Number.** Enter the activity number assigned by IDIS
4. **Activity Name.** Enter the name designated to the activity. The blank boxes may be used for internal tracking purposes.

## B. Objective and Outcome:

**Objective.** Enter the code of the objective that best describes the purpose of the activity. If a code is not entered in IDIS, the system will default the answer to "2" – Decent affordable housing.

1. **Suitable living environments.** Applies to activities that benefit communities, families, or individuals by addressing issues in their living environment.
2. **Decent affordable housing.** Applies to housing activities that meet individual family or community needs. This objective should not be used for activities where housing is an element of a larger effort.
3. **Creating economic opportunities.** Applies to activities related to economic development, commercial revitalization, and job creation.

**Outcome.** Enter code of the outcome that best describes the benefits resulting from the activity. If a code is not entered in IDIS. The system will default the answer to "2" – Affordability.

1. **Availability/accessibility.** Applies to activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does not refer only to physical barriers.
2. **Affordability.** Applies to activities that provide affordability in a variety of ways. It can include the creation or maintenance of affordable housing, basic infrastructure hookups, or services such as transportation or day care.
3. **Sustainability.** Applies to activities that promote livable or viable communities and neighborhoods by providing services or by removing slums or blighted areas.

## C. Household Characteristics.

Complete one line for each tenant receiving tenant-based rental assistance from the HOME Program.

**Tenant's Last Name.** Enter the tenant's last name if the name is 5 letters or less. Enter the first five letters of the last name if the name is more than five letters or a unique file identification number.

**# of Bdrms.** Enter 0 for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

**Sec Dep.** Enter the amount of HOME funds to be paid to the tenant or owner as a security deposit payment (to the nearest dollar).

**Tenant Monthly Rent.** Enter the actual rent, including utilities, to be paid by the tenant at the time of activity completion (to the nearest dollar). If the rent includes utilities, or, if the rent includes partial utilities, e.g., heat, but not electricity, these utility costs must be added to the rent. Compute utility costs for the area (and in the case of partial utilities, compute costs

for utilities excluded from the rent), by using the utility allowance schedule produced by the local Public Housing Authority (PHA).

**TBRA Monthly Rent.** Enter the amount of HOME funds to be paid to the tenant or owner as a rent subsidy payment, including any utility allowances (to the nearest dollar).

**Total Monthly Rent.** The total monthly rent is automatically calculated by IDIS.

**Household % of Med.** For each household assisted with HOME funds, enter one code only based on the following definitions:

1. **0 to 30%** refers to a household whose adjusted income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30+ to 50%** refers to a household whose adjusted income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50+ to 60%** refers to a household whose adjusted income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
4. **60+ to 80%** refers to a household whose adjusted income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

**Household Hispanic? Y/N.** For each household assisted with HOME funds, enter the ethnicity of the head of household as either "Y" for Hispanic or Latino or "N" for not Hispanic nor Latino. Hispanic or Latino ethnicity is defined as a person of Cuban, Mexican, Puerto Rican, South/Central American, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

**Household Race.** For each household assisted with HOME funds, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black/African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
14. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian/Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black/African American & White.** A person having these multiple race heritages as defined above.

19. **American Indian or Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other multi-racial.** For reporting individual responses that are not included in any of the other categories listed above.

**Household Size.** Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 (for households of more than 8, enter 8).

**Household Type.** For each household assisted with HOME funds, enter one code only based on the following definitions:

1. **Single, non-elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Single parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Two parents.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

**Tenant Contract Paid To.** Enter an O, if the TBRA Monthly Rent will be paid to the Owner. Enter a T, if it will be paid to the Tenant.

**Tenant Contract New?** Enter a Y, if the tenant is newly assisted. Enter an N, if the tenant's assistance is being renewed.

**Tenant Contract Months.** Enter the number of months in the contract with the tenant. Valid entries are 1 to 24.

**D. Total/Subtotal of HOME Funds Requested.**

Enter the total amount of HOME funds requested for the activity. This amount includes the TBRA Monthly Rent for each tenant multiplied by the Tenant Contract Months. It also includes the security deposit amount for each tenant, if requested.

**E. TBRA: Units**

**Number of TBRA units designated for the homeless.** Of the total number of TBRA units in the activity, enter the number designated for the homeless. Homeless is defined as (1) an individual or family who lacks fixed, regular, and adequate nighttime residence; or (2) An individual or family who has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); (b) an institution that provides a temporary residence for individuals intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

**Of those, the number designated for the chronically homeless.** Of the number of units designated for the homeless, enter the number designated for the chronically homeless. A chronically homeless person is defined as an unaccompanied homeless individual with a disabling condition who has either: (1) been continuously homeless for a year or more, or (2) has had at least four episodes of homelessness in the past three years. A disabling condition is defined as a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability. For the purpose of determining chronically homelessness, a homeless person an unaccompanied individual sleeping in a place not meant for human habitation or in an emergency homeless shelter.

Note: IDIS will default to zero if units are not entered in these fields.

**Faith-based Organization. Was this activity carried out by a faith-based organization (y/N)?** Enter "Y" if it is known or if the organization declares itself to be a faith-based organization. If not, enter "N".

Note: IDIS will enter the default answer of "N" if an answer is not typed in the field.

**EXHIBIT E**

**MONTHLY PROGRAM PERFORMANCE REPORT**

SUBRECIPIENT: Seminole County Housing Authority

PROGRAM: HOME Tenant Based Rental Assistance (TBRA)

REPORT PERIOD \_\_\_\_\_

**I. STATUS REPORT ON GOALS AND OBJECTIVES:**

Units of Service Provided	Annual Program Goal	Report Period Assisted	Year to Date	Number of New Households	Number of Head of Households with Disability	Number of Households- Elderly	Number of Elderly AND Disabled Households
Monthly Rental Subsidies	30						

**II. OTHER COMMENTS:**

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**EXHIBIT F**  
**SEMINOLE COUNTY/SEMINOLE COUNTY HOUSING AUTHORITY**  
**HOME/CDBG SUBRECIPIENT AGREEMENT**  
**PROGRAM YEAR 2019-2020**

**END OF YEAR REPORT**

Type of service provided: \_\_\_\_\_ HOME TBRA/CDBG

Total Number of people who now have improved and increased access to this service or benefit: \_\_\_\_\_

White/ Hispanic	Black/ African American/ Hispanic	Asian/ Hispanic	American Indian/Alask an Native/ Hispanic	Native Hawaiian/ Other Pacific Islander/ Hispanic	American Indian/Alaskan Native & White/ Hispanic	Asian & White/ Hispanic	Black/African American & White/ Hispanic	American Indian/Alaskan Native & Black African/ Hispanic	Other Multi-racial/ Hispanic	Female Head of Household
<b>Income Level</b>										
Extremely Low (30% AMI or below)										
Very Low (50% AMI or below)										
Low (80% AMI or below)										

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT F-1**  
**SEMINOLE COUNTY/SEMINOLE COUNTY HOUSING**  
**AUTHORITY**  
**HOME/CDBG SUBRECIPIENT AGREEMENT**  
**PROGRAM YEAR 2019-2020**

**PERFORMANCE MEASUREMENT**

**Project Title:** Seminole County Housing Authority

**Project Activity:** Tenant Based Rental Assistance (TBRA)

The numbers for the following questions should be based on the annual number of persons served.

**EMERGENCY OR TRANSITIONAL SHELTERS**

**Residential:**

**ANNUAL NUMBER OF INDIVIDUAL HOUSEHOLDS (Singles):**

Unaccompanied 18 and over	Male: _____	Female: _____	TOTAL _____
Unaccompanied under 18	Male: _____	Female: _____	TOTAL _____

**ANNUAL NUMBER OF FAMILY HOUSEHOLDS WITH CHILDREN HEADED BY:**

Single, 18 and over	Male: _____	Female: _____	TOTAL _____
Single, under 18	Male: _____	Female: _____	TOTAL _____

Two Parents, 18 and over	TOTAL _____
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Two Parents, under 18	TOTAL _____
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(Above) TOTALS \_\_\_\_\_

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Annual number of households with no children	TOTAL _____
--	-------------

Annual number of Adults served	TOTAL _____
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Annual number of Residential persons served	TOTAL _____
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**Non-Residential Services:**

Annual number of Adults and Children Served	TOTAL _____
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List the number of persons for each subpopulation you served. If you served subpopulations that fit more than one category, you may place overlapping numbers (duplicate persons) on the appropriate lines.

Chronically Homeless Emergency Shelter, only: _____	Persons with HIV/AIDS: _____
---	------------------------------

Severely Mentally Ill: _____	Elderly: _____
------------------------------	----------------

Chronic Substance Abuse: _____	Veterans: _____
--------------------------------	-----------------

Victims of Domestic Violence: _____	Persons with other Disabilities: _____
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**Annual number served (persons housed) in:**

Barracks: \_\_\_\_\_

Group/Large House: \_\_\_\_\_

Scattered Site Apartment: \_\_\_\_\_

Single Family Detached House: \_\_\_\_\_

Single Room Occupancy: \_\_\_\_\_

Mobile Home/Trailer: \_\_\_\_\_

Hotel/Motel: \_\_\_\_\_

Other: \_\_\_\_\_

**TOTAL NUMBER OF PERSONS  
HOUSED:**

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**EXHIBIT G**  
**INSURANCE**  
**REQUIREMENTS**

The following insurance requirements and limits of liability are required:

A. Worker's Compensation (as required by Florida statute) & Employers' Liability

Insurance: Employer's Liability	\$500,000	Limit Each Accident
	\$500,000	Limit Disease Aggregate
	\$500,000	Limit Disease Each Employee

B. Commercial General Liability Insurance:

General Aggregate	\$1,000,000 per Occurrence and \$2,000,000
Aggregate Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage (any one fire)	N/A

C. Business Automobile Liability Insurance "ANY AUTO": \$1,000,000 Combined Limit

\* Any General Liability, Garage Keepers, and Aircraft Insurance policies that are required under this Agreement must include "Seminole County, a political subdivision of the State of Florida, its Officials and Employees" as an Additional Insured.



## EXHIBIT H

### SEMINOLE COUNTY EQUAL OPPORTUNITY CLAUSE AND OTHER APPLICABLE LAWS, STATUTES, ORDERS, ORDINANCES AND REGULATIONS

THE PROVISIONS OF THIS EXHIBIT ARE APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) OR MORE.

During the performance of this contract, SUBRECIPIENT agrees as follows:

- (1) **General.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, sexual orientation or marital status. SUBRECIPIENT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, disability, sexual orientation, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- (2) **Recruitment.** SUBRECIPIENT will in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, sexual orientation, or marital status.
- (3) **Unions.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advertising the labor union or worker's representative of SUBRECIPIENT's commitments under this assurance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) **Compliance Reports.** SUBRECIPIENT will maintain records and information assuring compliance with these requirements and shall submit to the designated COUNTY official timely, complete and accurate compliance reports at such times and in such form containing such information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether SUBRECIPIENT has complied or is complying with these requirements. SUBRECIPIENT will permit access to its books, records and accounts by COUNTY for purposes of investigation to ascertain compliance with such rules, regulations and orders. In general, SUBRECIPIENT and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under this Agreement.
- (5) **Sanctions.** In the event of SUBRECIPIENT's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and SUBRECIPIENT may be declared ineligible for further COUNTY contracts by rule, regulation or order of the Board

of County Commissioners of Seminole County, or as otherwise provided by law.

(6) **Federal Requirements.** In the event this Agreement is paid in whole or in part from any Federal governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

(7) **Subcontractors.** SUBRECIPIENT will include the provisions of paragraphs (1) through (6) in every subcontract under this Agreement so that such provisions will be binding upon each subcontractor. SUBRECIPIENT will take such action with respect to any subcontractor as COUNTY may direct as a means of enforcing such provisions including sanctions for noncompliance.

### **APPLICABLE STATUTES, ORDERS AND REGULATIONS**

#### **FEDERAL**

- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 2 CFR Part 2400
- Section 1 of the Fourteenth Amendment to the United States Constitution
- Title VI of the Civil Rights act of 1964
- Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 and 1975
- Civil Rights Acts of 1866 and 1870
- Standards for a Merit System of Personnel Administration, 45 CFR Part 70
- Revised Order Number 4, 41 CFR § 60-2.10
- Rehabilitation Act of 1973, P. L. 93-112
- Interagency Agreement dated March 23, 1973
- Executive Order 11914, Nondiscrimination with Respect to the Handicapped in Federally Assisted Programs
- Age Discrimination Act of 1975, P. L. 94-135
- Civil Rights Action of 1968, P. L. 90-284
- Veterans Readjustment Act
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
- Office of Management and Budget Circular 102, Attachment O
- Age Discrimination in Employment Act, as amended
- Civil Rights Restoration Act of 1987
- Federal Civil Rights Act of 1991
- Americans with Disabilities Act
- Clean Air Act, 42 USC § 7606
- Clean Water Act 33 USC § 1368
- Executive 11738
- Environmental Protection Agency Regulations, 40 CFR Part 15
- Religious and Political Activities 24 CFR Part 570.200(j), 570.207

## **STATE**

- State Constitution, Preamble and Article 1, Section 2 protects citizens from discrimination because of race, national origin and religion.
- Section 112.042, Florida Statutes, requires non-discrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed.
- Section 112.043, Florida Statutes, prohibits age discrimination in employment.
- Section 413.08, Florida Statutes, prohibits discrimination against physically disabled persons in employment.
- Section 448.07, Florida Statutes, prohibits wage rate discrimination based on sex.
- Florida Civil Rights Act of 1992, as amended

**TBRA/HOME PROGRAM LEASE ADDENDUM**

Tenant	Owner/Managing Agent	Unit No. & Address

1) This Lease Addendum is attached to and made part of the lease agreement between the parties identified above (as may be amended from time to time, collectively the "Lease").

2) The designation of fees or surcharges as "additional rent" in the Lease is deemed as an incorrect designation. Any fees or surcharges in the Lease shall not be considered as "additional rent" but as separate from the agreed-upon contract rent which is the direct cost of renting the unit.

3) The parties to this Lease agree that any provision of this Lease that falls within any classification below are prohibited by the HOME program and shall be deemed null and void:

(a) Agreement to be sued: Agreement by the Tenant to be sued, to admit guilt or to a judgment in favor of the Owner/Managing Agent in a lawsuit brought in connection with the Lease.

(b) Treatment of property: Agreement by the tenant that the Owner/Managing Agent may seize or sell personal property of household members without notice to the Tenant and a court decision on the rights of the parties. This provision does not apply to disposition of personal property left by a tenant who has vacated a property.

(c) Excusing owner from responsibility: Agreement by the Tenant not to hold the Owner/Managing Agent legally responsible for any action or failure to act, whether intentional or negligent.

(d) Waiver of Legal Notice: Agreement by the Tenant that the Owner/Managing Agent may institute a lawsuit without notice to the Tenant.

(e) Waiver of Legal proceedings: Agreement by the Tenant that the Owner/Managing Agent may evict the Tenant or other household members without instituting a civil court proceeding in which the Tenant has the opportunity to present a defense, or before a decision by the court on the rights of the parties.

(f) Waiver of a Jury Trial: Agreement by the Tenant to waive the Tenant's right to trial by jury.

(g) Waiver of Right To Appeal Court Decision: Agreement by the Tenant to waive the Tenant's right to appeal or otherwise challenge a court decision.

(h) Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit: Agreement by the Tenant to pay attorney's fees or other legal costs whenever the Owner/Managing Agent decides to sue, whether or not the Tenant wins in court.

(i) Mandatory Supportive Services. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

\_\_\_\_\_  
Owner/Managing Agent Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Tenant Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Tenant Printed Name Signature

**LEASE ADDENDUM**  
**VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013**

TENANT	LANDLORD	UNIT NO. & ADDRESS
--------	----------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
 Tenant

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Landlord

\_\_\_\_\_  
 Date