

**SEMINOLE COUNTY AND EMBRACE FAMILIES SOLUTIONS, INC.
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM
RAPID RE-HOUSING 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. 1st Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and **EMBRACE FAMILIES SOLUTIONS, INC.**, a Florida Not for Profit corporation, whose address is 4001 Pelee Street, Suite 200, Orlando, Florida 32817, hereinafter referred to as “**SUBRECIPIENT**”.

W I T N E S E T H:

WHEREAS, **COUNTY** participates in the Florida State Housing Initiative Partnership (SHIP) Program to make affordable housing available to citizens of Seminole County who are of low income; and

WHEREAS, in Fiscal Year 2021-2022, **COUNTY** will expend SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) in SHIP funds for the provision of Rapid Re-Housing, which includes housing relocation, stabilization services, and rental assistance; 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; and

WHEREAS, **SUBRECIPIENT** will provide housing relocation, stabilization, and rental assistance services at its home office,

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) “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.

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

(d) “Low Income” means gross combined total household income from all sources that does not exceed eighty percent (80%) of the median household income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

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

(f) “SHIP Regulations and Policies” collectively mean Chapter 67-37, Florida Administrative Code (2020), and Chapter 420, Part VII, Florida Statutes (2020), as those statute may be amended from time to time, as all of these provisions may be amended from time to time.

Section 3. Effective Date and Term. The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties. Notwithstanding the Effective Date, the term of this Agreement begins on October 1, 2021 and continues through September 30, 2022, 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 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, will 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 SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) in SHIP funds for Fiscal Year 2021-2022 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 Rapid Re-Housing Services Program, which is designed to move homeless individuals and households quickly to permanent housing. 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 ten (10) households in Seminole County with SHIP Fiscal Year 2021-2022 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 must use the grant proceeds for eligible expenses permitted under the SHIP 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 SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00).

SUBRECIPIENT will not use any SHIP funds for prohibited activities. SUBRECIPIENT acknowledges and agrees that any funds not used in accordance with permitted SHIP 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 SHIP regulations, COUNTY will pay SUBRECIPIENT for the services described in the Scope of Services/Budget in an amount up to but not exceeding SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00).

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 15th 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 B 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) Payments to SUBRECIPIENT must be made as soon as practicable; except that if SUBRECIPIENT has performed services in full compliance with this Agreement, SHIP regulations, and applicable laws, rules, and regulations, COUNTY will make payment to SUBRECIPIENT within thirty (30) days of receipt of acceptable documentation by COUNTY.

(d) Verification by COUNTY's Community Assistance Homeless Solution Officer that the services for which reimbursement is sought is at or above forty percent (40%) expended by the end of the sixth month of this executed Agreement. SUBRECIPIENT reimbursement expenditures below forty percent (40%) are subject to review, upon which COUNTY has the expressed authority to capture and reallocate remaining funding, provided written notification to SUBRECIPIENT within thirty (30) days of intended capture and reallocation.

Section 7. Reporting. SUBRECIPIENT must submit a report in the formats attached to and incorporated to this Agreement as Exhibit B-1, Program Performance Report, and Exhibit D-1, SHIP Household Expense Report, to COUNTY by the 15th day of each month. Any monthly reports as outlined in this Section or above (Exhibits B and B-1) submitted after the 15th day of the

month will require written justification for the delayed submission. SUBRECIPIENT must submit Exhibits B and B-1 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 narrative assessment of progress toward accomplishing goals and objectives for service to COUNTY. This assessment must be in paragraph form and include such information as the general progress of SUBRECIPIENT, any problems relating to the services to be provided pursuant to this Agreement that might exist for SUBRECIPIENT, and special comments on particular program components.

(c) A personnel activity report must be submitted.

(d) SUBRECIPIENT must submit a financial report reflecting total SUBRECIPIENT receipts and expenditures as set forth in a profit and loss statement acceptable to COUNTY (15) days after the end of each quarter.

(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 a Low Income Household. This information must be documented upon the commencement of service by SUBRECIPIENT for each household in the format attached to and incorporated to this Agreement as Exhibit G, SHIP Tracking Sheet Information. At the end of the program year, SUBRECIPIENT must submit a 2021-2022 Demographic Report, and a Performance Measurement form compiling the total demographics of the households that were provided services by SUBRECIPIENT with funding derived under this Agreement. The 2021-2022

Demographic Report, and Performance Measurement form are attached to and incorporated to this Agreement as Exhibits D, and E respectively.

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 SHIP 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 (2020), 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 SHIP Program.
- (d) Chapter 67-37, Florida Administrative Code.
- (e) Chapter 420, Florida Statutes (2020).

(f) Section 216.347, Florida Statutes (2020) (prohibiting use of monies received via this Agreement for lobbying the State legislature, the judicial branch of State government, or a State agency).

(g) Chapter 119, Florida Statutes (2020), dealing with public records.

(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 (2020), 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 119.0701, Florida Statutes (2020), 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 COUNTY 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 must 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.

(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 407-665-2389, CLONGSWORTH@SEMINOLECOUNTYFL.GOV, 534 W. 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 SHIP 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. Maintenance of Records.

(a) SUBRECIPIENT must, at a minimum, maintain all records required by applicable Federal, State, and local laws, regulations, and procedures.

(b) SUBRECIPIENT must maintain such records, accounts, and property and personnel records as deemed necessary by Florida law and COUNTY or otherwise typical in sound business practices to assure proper accounting of SHIP funds and compliance with this Agreement. These records must include program records, financial records, program administration records, equal opportunity and fair housing records, affirmative marketing, client data, income determination records, debarment and suspension certifications, conflict of interest prohibition documentation, and any other records necessary to assure proper accounting and monitoring of SHIP funds.

(c) All records of whatsoever type or nature required by this Agreement must be available for inspection and copying in accordance with Chapter 119, Florida Statutes (2020), as that statute may be amended from time to time. These records must be available at reasonable times for inspection, review, or audit by State personnel and other personnel authorized by COUNTY or FHFC. "Reasonable" means normal business hours of 8:00 am to 5:00 pm, local time, Monday through Friday, except for legal holidays.

(d) COUNTY has the right to obtain and inspect any audit pertaining to this Agreement made by any Federal, State, or local agency. SUBRECIPIENT must retain records and supporting documentation related to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law, except that if litigation ensues from any matter arising pursuant to this Agreement, then such records must be maintained until the litigation is concluded, even if longer than five (5) years.

Section 14. 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 (2020), 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 (30) 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 must 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 15. 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 16. 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 17. 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 the SUBRECIPIENT. The combined limits for this coverage amount may be found in Exhibit C, Insurance Requirements, attached to and incorporated 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 (2020), as that statute may be amended from time to time. SUBRECIPIENT is legally prohibited from adding any individuals or entity as "Additional Insured".

Section 18. 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 must ensure that any subcontractors are properly licensed and subject to the insurance requirements as directed by COUNTY.

Section 19. 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 20. 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 21. 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 22. Use and Reversion of Assets. Within thirty (30) days following the expiration, cancellation, or termination of this Agreement, SUBRECIPIENT will 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 23. 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 24. 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 B-1, 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 25. 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 26. 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 and agrees to follow the guidance attached to and incorporated to this Agreement as Exhibit F, 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 27. 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 28. 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 29. 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 30. 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 31. 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, B-1, C, D, D-1, E, and F to this Agreement are deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 32. 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 33. 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:

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

For SUBRECIPIENT:

Director
Embrace Families Solutions, Inc.
4001 Pelee Street, Suite 200,
Orlando, Florida 32817

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

Section 34. 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 to and will not benefit any third party. No third party has any rights under this Agreement or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 35. 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 36. 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 37. 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:


SHANNON CARUSO
SANDY PORCHE

[CORPORATE SEAL]

EMBRACE FAMILIES SOLUTIONS, INC.

By: 
MICHAEL BRYANT, COO

Date: 9-13-2021

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
LEE CONSANTINE, 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

RM/lpk

9/1/21

T:\Users\Legal Secretary CSB\Community Services\2021 Agreements\Embrace Families SHIP Rapid Rehousing.docx

Attachments:

- Exhibit A - Scope of Services/Budget
- Exhibit B - Request for Payment
- Exhibit B-1 - Program Performance Report
- Exhibit C - Insurance Requirements
- Exhibit D - 2021-2022 SHIP Demographic Report
- Exhibit D-1 – SHIP Household Expense Report
- Exhibit E - Performance Measurement
- Exhibit F - Equal Opportunity Clause, Applicable Laws, Statutes, Orders, Ordinances, and Regulations
- Exhibit G – SHIP Tracking Sheet Information

EXHIBIT A
SCOPE OF SERVICES

Section I. SERVICES TO BE RENDERED BY SUBRECIPIENT.

SUBRECIPIENT will be reimbursed for eligible expenses associated with the provision of services associated with the Rapid Re-Housing of families. SUBRECIPIENT will be responsible to contribute and input data regarding all assisted households with SHIP funds into the local Continuum of Care (CoC) HMIS database.

Rapid Re-Housing Component:

This component is designed to move homeless families with children quickly to permanent housing. Eligible activities under the Rapid Re-Housing Component:

- Housing Relocation & Stabilization Services
 - Rental Application Fees;
 - Security Deposits;
 - Last Month's Rent;
 - Utility Deposits;
 - Utility Payments; and/or
 - Moving Costs.
- Rental Assistance
 - Rental Arrears; and
 - Short-term rental assistance (up to three (3) months); or
 - Medium-term rental assistance (up to twelve (12) months).

An eligible household for Rapid Re-Housing Component services must meet the following criteria:

- At or below 80% of median income (as evident from income certification);
- Literally homeless (referred to as Category 1 in the Homeless Definition Final Rule); and
- Reside in Seminole County.

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

- Unit must pass HUD Habitability Standards;
- Rental assistance must be at or below the Fair Market Rent (FMR) for a unit; 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:

Service	Number Served
Rapid Re-Housing: Rental Application Fees, Security Deposits, Last Month's Rent, Utility Deposits, Utility Payments; and/or Moving Costs. Rental Assistance; Rental Arrears, Short-term rental assistance (up to three (3) months); or Medium-term rental assistance (up to twelve (12) months).	10 Households*

*50% of the households must be new to the program and not have received services from the previous 2019/2020 Fiscal Year funding received from Seminole County.

SUBRECIPIENT will document the following services:

- Rental Assistance;
- Utility Assistance;
- Rental Deposits;
- Utility Deposits; and/or
- Moving costs.

Section II. PAYMENT SCHEDULE/BUDGET.

For its performance under this Agreement, SUBRECIPIENT will receive State FY 2021/2022 SHIP funds from COUNTY in an amount not to exceed SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) (hereinafter referred to as "Grant Funds"), which may be requested on or after October 1, 2021.

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 B. All requests for payment must comply with the requirements in Article I of this Agreement and the Scope of Services (Exhibit A). The last payment request of the project should indicate Closeout.

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

Strategy	SHIP Grant Funds
Rapid Re-Housing Services	\$65,000.00

Section III. PERFORMANCE MEASURES.

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

Section IV. PROGRAM REPORTS.

Service	Number Served
Rapid Re-Housing: Rental Application Fees, Security Deposits, Last Month's Rent, Utility Deposits, Utility Payments; and/or Moving Costs. Rental Assistance; Rental Arrears, Short-term rental assistance (up to three (3) months); or Medium-term rental assistance (up to twelve (12) months).	10 Households

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 B-1, attached hereto and made a part hereof. The last Program Report should indicate that it 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

REQUEST FOR PAYMENT

SUBRECIPIENT: Embrace Families Solutions, Inc.

PROGRAM NAME: SHIP Rapid Re-Housing

FOR THE MONTH OF: _____ **REQUEST NO:** _____

Budget Categories	Total Approved Budget	Expenditur			Remaining Balance
		Previous Payments	Amount of this Request	Payments Made to Date	
Rapid Re-Housing Case Management and Services (Deposits/Rental/Utility Assistance)	\$65,000.00				
TOTAL	\$65,000.00				

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

Please attach documentation substantiating expenditures.

Affordable Housing
Date Received

EXHIBIT B-1

PROGRAM PERFORMANCE REPORT

SUBRECIPIENT: Embrace Families Solutions, Inc

PROGRAM: SHIP Rapid Re-Housing

REPORT PERIOD _____ THROUGH _____

PERCENTAGE OF CONTRACT COMPLETED: _____ %

I. ACCOMPLISHMENTS:

II. PROBLEMS:

III. STATUS REPORT ON GOALS AND OBJECTIVES:

Units of Service Provided	Annual Program Goal	Report Period Assisted	Year to Date	% of Goal Completed
Rapid Re-Housing: Rental Application Fees, Security Deposits, Last Month's Rent, Utility Deposits, Utility Payments; and/or Moving Costs. Rental Assistance; Rental Arrears, Short- term rental assistance (up to three (3) months); or Medium-term rental assistance (up to twelve (12) months).	10 Households			

IV. OTHER COMMENTS:

EXHIBIT C
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.

[illegible]

SHIP HOUSEHOLD EXPENSE REPORT

[illegible]

	Total	Invoiced
2017	100%	100%
2018	100%	100%
2019	100%	100%
2020	100%	100%
2021	100%	100%
2022	100%	100%
2023	100%	100%
2024	100%	100%
2025	100%	100%
2026	100%	100%
2027	100%	100%
2028	100%	100%
2029	100%	100%
2030	100%	100%
2031	100%	100%
2032	100%	100%
2033	100%	100%
2034	100%	100%
2035	100%	100%
2036	100%	100%
2037	100%	100%
2038	100%	100%
2039	100%	100%
2040	100%	100%
2041	100%	100%
2042	100%	100%
2043	100%	100%
2044	100%	100%
2045	100%	100%
2046	100%	100%
2047	100%	100%
2048	100%	100%
2049	100%	100%
2050	100%	100%
2051	100%	100%
2052	100%	100%
2053	100%	100%
2054	100%	100%
2055	100%	100%
2056	100%	100%
2057	100%	100%
2058	100%	100%
2059	100%	100%
2060	100%	100%
2061	100%	100%
2062	100%	100%
2063	100%	100%
2064	100%	100%
2065	100%	100%
2066	100%	100%
2067	100%	100%
2068	100%	100%
2069	100%	100%
2070	100%	100%
2071	100%	100%
2072	100%	100%
2073	100%	100%
2074	100%	100%
2075	100%	100%
2076	100%	100%
2077	100%	100%
2078	100%	100%
2079	100%	100%
2080	100%	100%
2081	100%	100%
2082	100%	100%
2083	100%	100%
2084	100%	100%
2085	100%	100%
2086	100%	100%
2087	100%	100%
2088	100%	100%
2089	100%	100%
2090	100%	100%
2091	100%	100%
2092	100%	100%
2093	100%	100%
2094	100%	100%
2095	100%	100%
2096	100%	100%
2097	100%	100%
2098	100%	100%
2099	100%	100%
2100	100%	100%

\$	-	TOTAL EXPENSES
		INVOICED
		OTHER
		<hr/>

1
\$

EXHIBIT E

SEMINOLE COUNTY/EMBRACE FAMILIES SOLUTIONS, INC.

SHIP SUBRECIPIENT AGREEMENT PROGRAM YEAR 2021-2022

PERFORMANCE MEASUREMENT

Project Title: Embrace Families Solutions, Inc. – Emergency Family Assistance

Project Activity: Homelessness Prevention and Rapid Re-Housing

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 _____
--------------------------	-------------

Two Parents, under 18	TOTAL _____
-----------------------	-------------

(Above) TOTALS _____

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

Annual number of Adults served	TOTAL _____
--------------------------------	-------------

Annual number of Residential persons served	TOTAL _____
---	-------------

Non-Residential Services:

Annual number of Adults and Children Served	TOTAL _____
---	-------------

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: _____

Annual number served (persons housed) in:

Barracks: _____	Single Room Occupancy: _____
Group/Large House: _____	Mobile Home/Trailer: _____
Scattered Site Apartment: _____	Hotel/Motel: _____
Single Family Detached House: _____	Other: _____

TOTAL NUMBER OF PERSONS HOUSED: _____

EXHIBIT F

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



EXHIBIT G

SHIP Tracking Sheet Information

Application Date: _____

Type of Assistance (Check one):

- ☐ Demo/Replace: ☐ SF Home ☐ Townhome ☐ Condo ☐ Mobile Home ☐ Other
☐ Rehab (Repairs): ☐ SF Home ☐ Townhome ☐ Condo ☐ Mobile Home ☐ Other
☐ Rental Assistance: ☐ Eviction Prevention ☐ Security Deposit ☐ Utility Deposit ☐ Rapid/Rehousing
☐ Purchase Assistance (PA): ☐ With Rehab **OR** ☐ Without Rehab
☐ Emergency Repairs
☐ Disaster Relief

Rental Assistance Strategy Only:

Effective Date: _____

Requested Amount: _____

Total Encumber Amt: _____

Applicant's Last Name: _____

Applicant's First Name: _____

Co-Applicant's Last Name: _____

Co-Applicant's First Name: _____

Current Address:

Street: _____

City: _____ Zip: _____

Cell/Home Number: _____

Address that's being funded: Street Address: _____

City: _____ Zip: _____

Is property that is being funded in an Un-Incorporated area of Seminole County? ☐ Yes ☐ No

Income Amount: _____ Date Income verified: _____

Income Level: ☐ ELI ☐ VL ☐ L ☐ Mod

Head of Household's Age: ☐ 0-25 ☐ 26-40 ☐ 41-61 ☐ 62+

Family Size: _____

Head of Household's Race: ☐ Black ☐ White ☐ Hispanic ☐ Asian ☐ American Indian ☐ Other

Essential Personnel (Please check if any apply to the Head of Household):

☐ Nurse/Healthcare Worker ☐ First Responder ☐ School Employee ☐ Hospitality/Tourism ☐ Retail ☐ Veteran ☐ Active Military

Special needs (if applicable): Answer items #1-6 for any household member with Developmental Disabilities or a person with Special Needs as defined in Section 420.0004, Florida Statutes:

- 1) Young adult formerly in foster care who is eligible for services under s. 409.1451(5)? ☐ Yes ☐ No
2) Receive Social Security Disability Insurance (SSDI)? ☐ Yes ☐ No
3) Receive Supplemental Security Income (SSI)? ☐ Yes ☐ No
4) Receive Veteran's Disability Benefits? ☐ Yes ☐ No
5) Survivor of domestic violence as defined in s. 741.28? ☐ Yes ☐ No
6) Is anyone in the household Developmentally Disabled? ☐ Yes ☐ No

Non-Special needs (if applicable):

Is anyone in the household a Farm Worker? ☐ Yes ☐ No

Is the family Homeless? ☐ Yes ☐ No

Is anyone in the household Elderly? ☐ Yes ☐ No

Completed by: _____

Print Name

Date

Signature