

HOME – ARP (American Rescue Plan)
Tenant Based Rental Assistance (TBRA)
AGREEMENT
Between the Homeless Coalition of Polk County and
the Polk County Housing & Neighborhood Development Office
HOME- ARP TBRA PROGRAM 2024-2025

This agreement, by and between Polk County, a political subdivision of the state of Florida, and the Homeless Coalition of Polk County, Inc. (“HCPC”), a nonprofit corporation, collectively referred to herein as the parties, is made and entered into as of the date of the execution by the parties.

WHEREAS, On April 8, 2021, HUD allocated HOME-ARP funds to Polk County using the HOME formula established at 24 CFR 92.50 and 92.60.

WHEREAS, the purpose of the HOME ARP Program is to address the need for homelessness assistance and supportive services for qualifying households which include the homeless, those individuals at-risk of homelessness, fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; and

WHEREAS, among the eligible uses of HOME-ARP is the provision of Tenant Based Rental Assistance (“TBRA”); and

WHEREAS, in response to and in accordance with 24 CFR 92.209 (j) HUD regulations outlining the Tenant Based Rental Assistance (TBRA) program rules;

WHEREAS, The Housing and Neighborhood Development Office (HND) has determined it will use HOME - ARP funds to fund The Tenant Based Rental Assistance Program (“The Program”) TBRA program administered by the Homeless Coalition of Polk County, Inc. for vouchers to assist eligible homeless families with rental assistance, utility assistance, security deposit assistance, and/or utility deposit assistance; and

WHEREAS, HND has identified the Homeless Coalition of Polk County (**HCPC**) as an eligible “Subrecipient” (as such term is defined in 24 CFR 92.2) capable of administering the Program on behalf of the HND; and

WHEREAS, the approved RESOLUTION 2024 - ____ approving the FY 2024-2025 Annual Action Plan authorizing the award of HOME ARP funds to **HCPC** for the purpose of establishing and operating the Program; and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, HND and HCPC do agree, for themselves and for their respective successors and assigns, as follows:

SECTION 1: GENERAL PROGRAM DESCRIPTION; ROLES & RESPONSIBILITIES

1.1 Program Description:

As further described herein and in **HND’s HOME ARP TBRA Program Guidelines** (the “**Program Guidelines**”), fully incorporated herein by reference, and may be updated from time to time. The Program

provides rental assistance, utility assistance, security deposit assistance, and/or utility deposit assistance, only to eligible low- and/or very low-income families; and persons experiencing homelessness, etc. Units occupied by Home APR TBRA recipients must be located in Polk County, Florida and comply with the Program's property standards as defined in Section 8 of the TBRA Program Guidelines. The **HCPC** will execute a HOME APR Rental Assistance Contract ("**Rental Assistance Contract**") jointly with each assisted household and the owner of the tenant's unit which will be submitted to HND for payment.

1.2 HND's Roles & Responsibilities

HND is responsible to HUD for the operation of the Program and compliance with applicable federal requirements, including the HOME ARP TBRA requirements outlined in 24 CFR part 92. This includes, but is not limited to, the following:

1.2.1 Program Design

HND will furnish **HCPC** with the Program Guidelines and any other Program requirements, including any future changes to HOME-ARP regulations or HOME Program guidance issued by HUD;

1.2.2 Environmental Review

Complete necessary environmental reviews and/or determinations pursuant to 24 CFR 92.352 and 24 CFR 58;

1.2.3 IDIS Setup, Drawdown, and Completion

Enter project setup, drawdown, and completion information along with associated reporting in HUD's Integrated Disbursement and Information System ("**IDIS**"); and

1.2.4 HCPC Monitoring

Complete remote and on-site monitoring reviews of the **HCPC's** operation of the Program.

1.3 HCPC's Roles & Responsibilities

HCPC is responsible for the routine implementation of the Program, including interaction with applicants to the Program, HOME ARP TBRA recipients, and participating property owners. In all cases, **HCPC** will implement the program in compliance with the **HND's** Program Guidelines and all applicable federal requirements. In no case will the **HCPC** be considered the "responsible entity" for environmental reviews required under 24 CFR 58. In its role, **HCPC** will:

1.3.1 Marketing

Market and advertise the Program pursuant to the **HND's** affirmative marketing plan, in accordance with the requirements in 24 CFR 92.351, including the requirements to (i) identify those portions of the population of Polk County that are least likely to apply, (ii) establish specific marketing actions (e.g., advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities;

1.3.2 Application Intake

Develop needed application materials and establish and implement an application process in accordance with the **HND's** Program Guidelines and within HND's Neighborly Software System.

1.3.3 Screening

Review individual applications, including income determinations, in accordance with the **HND's** Program Guidelines and the HOME ARP TBRA requirements in 24 CFR part 92, to establish applicants' eligibility for the Program and notify applicants of their status;

1.3.4 Program Orientation

Provide individual orientations to TBRA recipients and participating property owners explaining the Program requirements;

1.3.5 Inspections

In accordance with **HND's** Program Guidelines, inspect units to ensure that such units meet the Program's property standards, including but not limited to conducting visual assessments of potential lead-based paint hazards in any properties constructed prior to 1978 in accordance with 24 CFR part 35;

1.3.6 Program Policies

HCPC agrees to apply **HND's** Program Guidelines, including any updates thereto provided by **HND** pursuant to the notice provisions in Section 5.2 of this Agreement, ensuring that individual TBRA awards meet all HOME and Program requirements; and

1.3.7 Management of TBRA Recipient and Property Owner

During the term of a Rental Assistance Contract with a TBRA recipient and property owner, address questions, concerns, or disputes between TBRA recipients and property owners, provide clarifications of Program Guidelines, federal, and HOME requirements, and otherwise work with TBRA recipients and owners to ensure effective and compliant delivery of assistance.

1.3.8 Rent and Income Limits Charts

HCPC shall use the most recent HOME Program rent and income limits for the Lakeland-Winter Haven MSA as provided at:

https://www.huduser.gov/portal/datasets/home-datasets/files/HOME_IncomeLmts_State_FL_2023_.pdf

SECTION 2: USE AND DISBURSEMENT OF HOME FUNDS

2.1 HOME Award

As part of this Agreement, **HND** is providing up to \$200,000.00 in HOME ARP funding. Rent assistance is budgeted at \$150,000 and \$50,000 is budget for project expenses and support services (i.e., direct costs of assisting TBRA recipients.) HOME ARP funding shall be used to provide monthly rental and utility assistance paid to the landlord and/or utility company. **HND** will provide **HCPC** funding for HOME ARP TBRA recipients and, as applicable, security deposit and/or utility deposit assistance for TBRA recipients entering a new unit, in accordance with federal requirements, this Agreement, and **HND's** Program Guidelines. **HCPC** will provide administrative funding for this program.

2.2 Term

The term of this Agreement shall ratify back to October 1, 2024. The term which **HCPC** may accept

applications and process project-specific commitments shall expire on September 30, 2026 (“**Commitment Period**”) or the Commitment Period is otherwise extended in writing by both Parties. Upon expiration of the Commitment Period, **HCPC** shall have 30 days to upload all documentation into the Neighborly System. The recordkeeping and reporting requirements of Sections 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those sections.

2.3 Anticipated Production

HND and **HCPC** anticipates approximately 5 eligible families will receive assistance under this Agreement.

2.4 Project Completion Deadlines

HCPC must provide **HND** with all necessary project information (i.e., specific TBRA recipient information) for entry into IDIS within 30 days of the last payment made under any given Rental Assistance Contract.

2.5 Program Income

HND and **HCPC** acknowledge and agree that the design of Program does not anticipate the receipt of “**Program Income**,” as defined in 24 CFR 92.2, by **HCPC**. Notwithstanding, in the event that any Program Income is received by **HCPC**, **HCPC** will promptly remit same to **HND**.

2.6 Rental Assistance Contracts with TBRA Recipients and Property Owners

Using a template provided by **HND**, **HCPC** must execute a Rental Assistance Contract with all TBRA recipients and the owners or authorized lessors of their units prior to the provision of any TBRA assistance under the Program.

2.7 Disbursement of Funds

HCPC must remit disbursement requests (or, in the case where no reimbursement is due, a report explaining inactivity) at least quarterly and may request payments no more than once per month. In all cases, **HCPC** is prohibited from requesting HOME funds from the **HND** until such funds are needed to pay HOME-eligible costs. Requests for disbursements are limited to the amount needed at the time of such request.

SECTION 3: PROGRAM REQUIREMENTS

3.1 Audit

The requirement under 2 CFR 200.501 that **HCPC** must obtain a single- or program-specific audit if, during any given fiscal year, **HCPC** expends more than \$1,000,000 in federal funds;

3.3 Reversion of Assets

Upon receipt of the final payment by **HND** under this Agreement and after payment by **HCPC** of any final eligible costs under this Agreement, **HCPC** must transfer to **HND** any remaining HOME funds on hand and any accounts receivable attributable to the use of HOME funds to the **HND**.

3.4 Compliance with Other Federal Requirements

HCPC must comply with all applicable federal requirements, including those listed in 24 CFR part 92,

Subpart H and 24 CFR part 5, Subpart A, and the nondiscrimination requirements of section 282 of the Act, as amended. This includes, but is not limited to, compliance with:

3.4.1 Equal Opportunity and Fair Housing

In accordance with 24 CFR 92.350 and 92.351, no person shall on the ground of race, color, religion, sex, disability, familial status, national origin, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program activity funded in whole or in part from HOME funds. In addition, **HCPC** shall develop and operate the Program in accordance with the requirement contained in 24 CFR 5.105, including but not limited to the following requirements:

- a) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
- b) The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146,
- c) The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
- d) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;
- e) The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;
- f) The requirements of 24 CFR 92.351, 2 CFR 200.321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and
- g) The requirements of 24 CFR 5.105(a)(2) requiring that HUD-assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting **HCPCs**, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

3.4.2 Lobbying Disclosure Requirements

In accordance with the requirements of 24 CFR part 87, **HCPC** certifies, to the best of its knowledge

and belief, that:

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

3.4.3 Drug-Free Workplace

The drug-free workplace requirements of 2 CFR part 2429;

3.4.4 Debarred or Suspended Entities

By signing this Agreement, **HCPC** certifies that it is not presently listed by any federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, **HCPC** shall notify **HND** without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment. Further, in carrying out its responsibilities hereunder, **HCPC** will not employ, contract with, or otherwise make use of subcontractors, service providers, consultants, or any other party that is debarred, suspended, or proposed for debarment from any federal contract activity.

3.4.5 Environmental Review

While **HND** is responsible for environmental reviews and determinations under this Agreement, **HCPC** will cooperate and assist in documenting the environmental status of each assisted unit, including but not limited to the initial preparation of an *Environmental Review for Activity/Project that is Exempt or*

Categorically Excluded Not Subject to Section 58.5 checklist. In no case will **HCPC** execute a Rental Assistance Contract with respect to a specific unit to be assisted without notification from **HND** that the project is either exempt from environmental review or that needed reviews have been completed. As of the October 1, 2023, HND staff have completed the environmental review process for the Program, determining that the activities included are Categorically Excluded Not Subject to the requirements of 24 CFR 58.5. None of the requirements in 24 CFR 58.6 apply to the Program, so no further action is necessary under the applicable requirements of 24 CFR part 58, and the activity may proceed.

3.4.6 Lead Based Paint

HCPC will ensure that all assisted units in properties which were originally constructed prior to 1978 pass a visual assessment pursuant to the requirements of 24 CFR 35.

3.4.7 Conflict of Interest

Pursuant to 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of **HND** or **HCPC**, individually known as a “**Covered Person**,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under the Program or to have a financial interest or financial benefit in any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the **HND** or **HCPC** or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. In the event a Covered Person, or a person with whom the Covered Person has business or family ties, is otherwise eligible and applies to the Program, **HCPC** will immediately notify **HND**. **HND**, in its sole discretion, may pursue an exception from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such an exception; neither **HND** nor **HCPC** may grant such an exception on its own. Moreover, **HND** and **HCPC** shall comply with the conflict-of-interest requirements in 2 CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

3.4.8 Faith-based organizations

Faith-based organizations are eligible to participate in the HOME program on the same basis as any other organization but must comply with the requirements of 24 CFR 5.109.

3.4.9 SAMS Registration and FFATA Compliance

The **HCPC** shall maintain a current registration in the federal System for Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25 and 2 CFR part 170. If **HCPC** is not currently registered, it must do so within ten (10) days of the date **HCPC** executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration. **HCPC** must also comply with FFATA, which includes requirements on executive compensation, and implementing regulations in 2 CFR part 170, which includes requirements on reporting subaward and executive compensation information. **HCPC** shall complete and sign the Affidavit attached hereto as **Appendix "B"** in conjunction with its execution of this Agreement and provide any supporting documentation, if required.

3.5 Violence Against Women Act (VAWA) Regulations

HND and **HCPC** both acknowledge and agree that each are subject to the requirements of 24 CFR 92.359 and 24 CFR 5, Subpart L, which implements provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA). **HCPC** also agrees to follow and implement the applicable VAWA requirements contained in the **HND's** Program Guidelines and the **HND's** Emergency Transfer Plan, as required by 24 CFR 92.359(g), for all applicants to the Program, and all TBRA recipients for the period that tenant based rental assistance is provided. Moreover, **HCPC** agrees that all leases that are approved by the **HCPC** shall contain **HND's** required VAWA lease term/addendum, as described in 24 CFR 92.359(e) and **HND's** Program Guidelines. **HCPC** agrees to include form HUD-5380, Notice of Occupancy Rights under VAWA attached in Appendix A in the client rental application packet.

VAWA protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. On March 15, 2022, President Biden signed into law the Violence Against Women Act Reauthorization Act of 2022 (VAWA 2022), which enhances housing protections for survivors applying for and living in units assisted by HUD programs. VAWA 2022 protects an individual's right to call emergency services and report crime from their homes. The protections also ensure that individuals do not have to fear retaliation from their housing provider for exercising their rights under VAWA or assisting others in doing so, including filing VAWA complaints. For more information about the rights and responsibilities under VAWA, please visit <https://www.hud.gov/vawa>.

3.6 Recordkeeping

HCPC shall maintain detailed records of all its activities under this Agreement, including records on all persons served pursuant to this Agreement, and all required Program records applicable to TBRA assistance that are described in 24 CFR 92.508. Representatives of the **HND** staff, HUD (including HUD's Office of Inspector General), the Comptroller General of the United States (aka the U.S. Government Accountability Office or "**GAO**"), or their designees may examine any records or information accumulated pursuant to this Agreement. All confidential information shall be treated as such by all aforementioned **HND**, HUD, or GAO representatives or designees. **HCPC** will maintain financial records as required by 24

CFR 92.508, applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

3.6.1 General Administrative and Financial Records

- a) Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-debarment and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 24 and 2 CFR part 2424);
- b) Information including, but not necessarily limited to, audits and related correspondence, and internal controls and reconciliations.
- c) Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as well as underlying documentation.

3.6.2 TBRA Recipient Records

TBRA recipient records in accordance with 24 CFR 92.508(a)(3) that demonstrate that each HOME-ARP assisted tenant met the requirements of the HOME-ARP TBRA program, including but not limited to:

- a) Full descriptions of each tenant or family assisted with Program funds, including the location (address of each unit) and the form of TBRA assistance (e.g., TBRA vouchers to assist eligible homeless families to pay rental assistance, utility assistance, security deposit assistance, and/or utility deposit assistance only.)
- b) The source and application of funds for each TBRA recipient, including supporting documentation in accordance with 2 CFR 200.302; and records to document the eligibility and permissibility of the TBRA recipient's costs;
- c) Records, consistent with the Program Guidelines, demonstrating that each TBRA-assisted unit meets the Program's property standards;
- d) Records demonstrating that each assisted tenant or family is income eligible in accordance with 24 CFR 92.203;
- e) Copies of all Rental Assistance Contracts between the HCPC and TBRA recipients and their property owners.

3.6.3 Records of Other Federal Requirements

Other records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Program:

- a) Documentation of **HCPC's** efforts to affirmatively further fair housing, including both marketing

efforts and records on the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Program;

- b) Records concerning lead-based paint in accordance with 24 CFR Part 35;
- c) Records related to compliance with the VAWA provisions of 24 CFR 92.359, including but not limited to evidence proper notices were provided to applicants and TBRA recipients and summaries of requests for VAWA protections and actions taken; and
- d) Records supporting any requests for exceptions to the conflict-of-interest provisions in accordance with 24 CFR 92.356.

3.7 Record Retention

All Program records shall be maintained by **HCPC** for a minimum of five (5) years beyond the final payment under this Agreement. Notwithstanding, if there are litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the retention period, whichever occurs later.

3.8 Reporting Requirements

HCPC agrees to submit any, and all reports required by **HND** or **HUD** within 30 days of **HND's** or **HUD's** request. **HCPC** will provide updates on Program implementation to **HND** on a monthly basis. Using forms provided by **HND**, such reports may be submitted either in hard-copy or electronically and will include information on the marketing and startup of the Program, number of applications received, challenges or concerns about implementation, and estimates of the timing of upcoming commitments and expenditures of HOME funds. **HND** reserves the right to unilaterally alter, supplement, or otherwise modify the frequency, content, or form of delivery of required reports as needed to maintain adequate oversight of the Program, address changes to HOME regulations, or to address findings related to noncompliance by **HCPC**.

3.9 Florida Public Records Laws

HCPC agrees to abide by the provision of Chapter 112.3135, Florida Statutes, pertaining to Nepotism in their performance under this Agreement. **HCPC** also agrees to abide by Chapter 119, Public Records, of the Florida Statutes, as the same may be amended or restated during the term of this Agreement to include without limitation, the following:

- a) Compliance. **HCPC** acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and to comply in the handling of the materials created under this Agreement. **HCPC** further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, **HCPC** shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all Applicable Laws.

- b) b. Obligations. Without in any manner limiting the generality of the foregoing, to the extent applicable, HCPC acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- I. keep and maintain public records required by the County to perform the services required under this Agreement;
 - II. upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - III. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement and following completion of its term if the HCPC does not transfer the records to the County; and
 - IV. upon completion of the Agreement transfer, at no cost, to the County, all public records in possession of the HCPC or keep and maintain public records required by the County to perform the service. If the HCPC transfers all public records to the County upon completion of the Agreement the HCPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the HCPC keeps and maintains public records upon completion of the agreement, HCPC shall meet all applicable requirements for retaining public records. Upon receipt of a request from the County's Custodian of Public Records, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.
- c) Contact. IF HCPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HCPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:
- RECORDS MANAGEMENT LIASION OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7532
EMAIL: RMLO@POLK-COUNTY.NET
- d) If applicable, HCPC agrees to comply with Section 286.011, F.S., relating to public meetings and records, and chapter 119 F.S., relevant to public records.
- e) If applicable, HCPC attests that the County's procurement requirements were adhered to in the procurement of goods and services purchased pursuant to this Agreement.
- f) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

- g) HCPC shall assure that records regarding project requirements that apply for the duration of the Agreement, the written Agreement, and inspection and monitoring reports will be retained for a period of five years. HCPC shall also assure if any litigation, claim, negotiation, audit, or other action has been started before the expiration of the above-mentioned five-year term, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five-year period, whichever is later.
- h) The County and HCPC agree that all activities shall be governed in all respects by the laws of the State of Florida, venue in the courts of Polk County, State of Florida.
- i) All notices required by this Agreement shall be in writing.
- j) Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the Parties. HCPC shall at all times remain an “independent contractor” with respect to the services to be performed under this agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, Retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the HCPC is an independent contractor.
- k) If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
- l) HCPC shall comply with the requirements of Florida Statutes, Section 448.095, Employment Eligibility. Prior to entering the Agreement HCPC shall execute and deliver the Employment Eligibility Certification attached as Appendix C to County.
- m) This agreement constitutes the entire Agreement between the County and HCPC for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and HCPC with respect to this Agreement.

SECTION 4: DEFAULT, REMEDIES, AND TERMINATION

4.1 Default

The following are considered a default by **HCPC** under this Agreement:

- a) **HCPC** fails, in any manner, to fully perform and carry out any of the terms, covenants, and conditions of this Agreement;
- b) **HCPC** refuses or fails to proceed with the work and tasks contemplated in this Agreement in accordance with such diligence as will ensure their completion within the time fixed by the schedule set forth in this Agreement;
- c) Material noncompliance with any applicable HOME regulatory requirements in 24 CFR part 92 or any other applicable federal requirements; or any applicable State or local law, regulation, ordinance, or requirement related to the Program; and

- d) Dissolution or other termination of existence; insolvency; forfeiture of right to do business in the State of Florida or business failure; appointment of a receiver of any part of **HCPC's** property; the calling of any meetings of, or the assignment for the benefit of, creditors of **HCPC**; or the commencement of any proceedings under any bankruptcy or insolvency laws by or against **HCPC** which are not dismissed within 60 days.

4.2 Remedies

In the event of default by **HCPC** hereunder, which is not cured within 10 days of the mailing of written notice by **HND** as described in Section 5.4, **HND** may seek any combination of the following remedies:

- a) Suspend payments under this Agreement pending the correction of a default or deficiency;
- b) Disallow part or all of any of the Program or cost hereunder which is not in compliance with this Agreement, the Program Guidelines, applicable federal requirements, or HOME regulations;
- c) Suspend, in whole or part, this Agreement pending correction; or, following any cure period provided by **HND**, terminate this Agreement for cause as provided in 2 CFR 200.339;
- d) Recommend to HUD that it initiate suspension or debarment proceedings as authorized under 2 CFR Part 180;
- e) Take any other action available under 2 CFR 200.339;
- f) Require the repayment of previously disbursed HOME funds for questioned costs;
- g) Require **HCPC** to participate in training or technical assistance; and/or
- h) Make use of any other remedies that may be legally available to **HND**.

4.3 Termination for Convenience

In addition to any termination for cause provided herein, this Agreement may be terminated for convenience by **HND** upon 10 days written notice. In the event of termination under this section, **HCPC** shall suspend the collection of applications and execution of additional Rental Assistance Contracts following receipt of such notice. **HCPC** shall further provide final reporting and a final request for reimbursement within 30 days of any termination under this section. **HCPC** will have no claim of payment or claim of benefit for any cancelled activities undertaken under this Agreement and shall not be entitled to, and hereby waives, all claims for lost profits and all other damages and expenses.

SECTION 5: ADDITIONAL PROVISIONS

5.1 Fees to TBRA Recipients Prohibited

HCPC is prohibited from charging application or other fees for the purpose of covering costs of administering the Program.

5.2 Notice

Except in the case of a notice of default, which must be delivered via mail or delivery service, **HND** may issue written notices as required or anticipated herein to **HCPC** via email, facsimile, mail, delivery service, or in person as may be appropriate. Notices delivered via electronic means or in person will be deemed delivered on the same day. Notices delivered via mail or delivery service shall be deemed delivered two (2) days after being placed in the United States mail or delivery service, postage pre-paid, addressed to **HCPC** as follows:

Homeless Coalition of Polk County, Inc.
5304 S. Florida Ave. Suite 406
Lakeland, Florida 33813
Attention: Bridget Engleman, Executive Director

Notices due to **HND** shall be in writing and may be delivered via email, facsimile, mail, delivery service, or in person as may be appropriate. Notwithstanding, a notice of default to **HND** must be delivered via certified mail with return receipt requested and shall be deemed delivered upon signature of a **HND** representative. Notices to **HND** should be addressed as follows:

Polk County Housing & Neighborhood Development Office
1290 Golfview Ave.
P.O. Box 9005 – Drawer HS04
Bartow, Florida 33831-9005
Attention: Jennifer Cooper, Manager

5.3 HND Liability

HND shall have no liability except as specifically provided in this Agreement. **HND**, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of **HCPC** providing goods or services herein or for injury to any employee, agent, or subcontractor of **HCPC** performing under this Agreement.

5.4 Indemnification

HCPC shall indemnify and save and hold **HND**, and its successors, agents, or assigns, harmless from and against any, and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including without limitations, attorney's fees, costs and expenses incurred through negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited to, to those pertaining to the death of or injury to any person, or damage to any property arising out of or resulting from (i) failure to comply with applicable laws, rules, or regulations, (ii) breach of obligation under this Agreement, (iii) negligent acts or omissions, or intentional or willful misconduct.

HCPC's indemnity shall not expire with the expiration or termination of this agreement but will continue indefinitely.

5.5 Insurance Requirements

HCPC shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, shall be an additional named insured on all policies related to the project, excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's deductible per line of coverage shall not exceed \$25,000 (other than windstorm insurance) without the permission of the County. Policies that include Self Insured Retention may not be accepted, as provided by federal rule or regulation. In the event of any failure by the firm to comply with these provisions, the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute (but only to the extent **HCPC** has employees):

Admitted in Florida - Yes
Employer's Liability - \$200,000
All States Endorsement - Statutory
Voluntary Compensation – Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages; independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

1.1 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

1.2 Any request for an exception to these insurance requirements must be submitted in writing to the County for approval, which County may decline to approve in the County's sole discretion.

1.3 Prior to execution and commencement of any operations/services provided under this Agreement, **HCPC** shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, **HCPC** shall also provide a Blanket Additional Insured Endorsement for each policy as required above. The certificates shall clearly indicate that **HCPC** has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Polk County, a political subdivision of the State of Florida
Attn.: Housing and Neighborhood Development Office
1290 Golfview Ave.
P.O. Box 9005
Bartow, Florida 33831-9005

5.8 Independence of HCPC

Nothing in this Agreement shall be deemed or construed to represent that **HCPC**, or any of **HCPC**'s employees or agents, are the agents, representatives, or employees of **HND**. **HCPC** acknowledges that it is an independent contractor in its performance under this Agreement. Anything in this Agreement that provides **HND** with the right to direct **HCPC** in its performance of its obligations under this Agreement is solely for purposes of compliance with local, state, and federal regulations.

5.9 Assignment

This Agreement is binding on **HND** and **HCPC**, and their respective successors and assigns. **HCPC** shall not assign or transfer its interest in this Agreement without the prior written approval of **HND** which shall be in **HND**'s sole and exclusive discretion.

5.10 Amendments

This Agreement may be modified or amended only if the amendment is made in writing and is signed by both Parties. Notwithstanding, in the event that (i) HUD imposes new or modified requirements in the HOME-ARP TBRA Program through regulation, administrative notice, publication, or other notice, or (ii) HUD specifically identifies violations of HOME program requirements pertaining to this Agreement or the Program undertaken hereunder, **HCPC** agrees to comply with any new or modified requirements to ensure this Agreement and the activities hereunder remain in or are brought into compliance with such requirements. **HND** shall provide prompt notice to **HCPC** of any such modifications. **HCPC** further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to formally reflect and implement new HOME requirements or correct identified deficiencies.

5.11 Interpretation

This Agreement is the sole agreement between the two parties, and no prior or subsequent discussions, negotiations, or agreements, whether verbally or in writing, shall be merged with this Agreement. Any question or dispute regarding the interpretation of the terms of this Agreement shall be decided by **HND**.

HND's decision on any dispute under this Agreement, which shall be furnished in a manner of their choosing, shall be final and binding. In the event of a conflict between this Agreement, the Program Guidelines, and/or other regulatory requirements, the regulatory requirements control and **HND** reserves the right to resolve the conflict and determine **HCPC's** compliance with such provisions.

5.12 Applicable Law

This Agreement shall be construed and interpreted in accordance with Florida law. In the event of legal action resulting from a dispute hereunder, the Parties agree that the State and federal courts of the State of Florida shall have jurisdiction and that the proper forum for such action shall be in Bartow, Florida. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination.

HCPC acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement, if **HCPC** fails to correct such non-compliance within thirty (30) days following written notice thereof. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor and **HCPC** shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

5.13 Headings & Pronouns

The headings in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and singular nouns used herein shall include the plural and vice versa.

5.14 Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

The undersigned person signing as an officer on behalf of the SUBRECIPIENT, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said SUBRECIPIENT and to bind the same to this Agreement, and further that

said SUBRECIPIENT has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement. IN WITNESS WHEREOF the parties hereto duly execute this agreement as of the day and year first written above.

ATTEST
STACY M. BUTTERFIELD, CLERK

POLK COUNTY, FLORIDA

Clerk

Rick Wilson, Chairman Board of County Commissioners

DATE: _____

DATE: _____

SUBRECIPIENT – Homeless Coalition of Polk County, Inc.

Witness

Bridget Engleman, Executive Director

Date: _____

Date: November 21, 2024

Reviewed as to form and legal sufficiency:

County Attorney's Office
STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by _____ as _____ (title of officer) of _____ (entity name), on behalf of the company, who is personally known to me or has produced as identification.

(AFFIX NOTARY SEAL)

Notary Public

Print Name _____

My Commission Expires _____

Appendix

- A. **Form HUD-5380**, Notice of Occupancy Rights under VAWA
- B. **AFFIDAVIT Federal Funding Accountability and Transparency Act (FFATA)**
- C. **CERTIFICATION EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**
- D. **Form HUD-5381**, Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking
- E. **Form HUD-5382**, Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, and Alternate Documentation
- F. **Form HUD-5383**, Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
- G. Most current HOME Rent and Income Limits Chart
- H. Foreign Country of Concern Attestation (PUR 1355)
- I. Affidavit Regarding the Use of Coercion for Labor or Services

[Insert Name of Housing Provider]

Notice of Occupancy Rights under the Violence Against Women Act²

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.³ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees the HOME TBRA is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under the (HOME) Housing Opportunities to Maintain Housing (Self Sufficiency Program), you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under (HOME) Housing Opportunities to Maintain Housing (Self Sufficiency Program), you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the (HOME) Housing Opportunities to Maintain Housing (Self Sufficiency Program) solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

¹ The notice uses HP for housing provider, but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer, you would suffer violence in the very near future.

OR

You are a victim of sexual assault, and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a

victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted, and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and

2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the HUD Office in Jacksonville, Florida located at:

Charles Bennett Federal Building
400 West Bay Street, Suite 1015
Jacksonville, Florida 32202-4410
Phone: (904) 232-2627
Fax: (904) 232-3759

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.federalregister.gov/documents/2023/01/04/2022-28073/the-violence-against-women-act-reauthorization-act-of-2022-overview-of-applicability-to-hud-programs>.

Additionally, HND must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact Nancy Hurley, Housing Compliance Manager at (863) 534-5244 or email her at NancyHurley@Polk-County.net.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact Peace River's 24-Hour Sexual Assault Helpline: 863.413.2707.

Victims of stalking seeking help may contact:

Attachment: Certification form HUD-5382 [form approved for this program to be included]

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e., prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the County to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

AFFIDAVIT

I, _____ (print name), hereby swear or affirm that:

I read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

I attest that _____ (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

I attest that _____ (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

*If agency meets the above threshold, the agency MUST attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Signature of President/Executive Director/Board Chair

Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by _____ as _____ (title of officer) of _____ (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

(AFFIX NOTARY SEAL)

Notary Public _____

Print Name _____

My Commission Expires _____

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: _____

The undersigned, as an authorized officer of the contractor identified below (the “**Contractor**”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “**County**”), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “**Contract**”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 2024.

ATTEST:

CONTRACTOR:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____

Polk County Housing & Neighborhood Development Office

Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

The Polk County Housing & Neighborhood Development Office (**HND**) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),¹ **HND** allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of **HND** to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether **HND** and **HCPC** has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees the HOME funding is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify **HND**'s management office and submit a written request for a transfer to The Polk County Housing & Neighborhood Development Office at 1290 Golfview Ave., Bartow, Florida 33831-9005. **HND** will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under HP's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

HND will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HP written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HP's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

HND cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. **HND** will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. **HND** may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit. If **HND** has no safe and available units for which a tenant who needs an emergency is eligible, **HND** will assist the tenant in identifying

other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HP will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Peace River Center Domestic Violence Services/Emergency Shelter
24/7 Hotline: (863) 413-2700
Peace River Center Domestic Violence Services - Bartow
1239 East Main Street
Bartow, FL - 33830

Lake Wales Care Center Transitional Housing
Phone: (863) 676-6678
Address: 140 Est Park Avenue, Lake Wales, FL 33853

Women's Resource Center
165 Avenue A Northwest,
Winter Haven, Florida 33881
Phone: (863) 294-5318
<https://www.wrcfl.org/>

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s): _____ _____ _____ _____
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This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer, you would suffer violence in the very near future.

OR

You are a victim of sexual assault, and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

U.S. DEPARTMENT OF HUD
STATE: FLORIDA

		----- HOME PROGRAM RENTS -----					
PROGRAM	<u>EFFICIENCY</u>	<u>1 BR</u>	<u>2 BR</u>	<u>3 BR</u>	<u>4 BR</u>	<u>5 BR</u>	<u>6 BR</u>
Lakeland-Winter Haven, FL MSA							
LOW HOME RENT LIMIT	\$668	\$716	\$860	\$993	\$1,108	\$1,223	\$1,337
HIGH HOME RENT LIMIT	\$850	\$912	\$1,096	\$1,257	\$1,383	\$1,507	\$1,632
<u>For Information Only:</u>							
FAIR MARKET RENT	\$1,006	\$1,012	\$1,250	\$1,679	\$2,121	\$2,439	\$2,757
50% RENT LIMIT	\$668	\$716	\$860	\$993	\$1,108	\$1,223	\$1,337
65% RENT LIMIT	\$850	\$912	\$1,096	\$1,257	\$1,383	\$1,507	\$1,632

For all HOME projects, the maximum allowable rent is the HUD calculated High HOME Rent Limit and/or Low HOME Rent Limit.

Effective Date: June 1, 2024

U.S. DEPARTMENT OF HUD
STATE: FLORIDA

		----- 2024 ADJUSTED HOME INCOME LIMITS -----							
PROGRAM	<u>1 PERSON</u>	<u>2 PERSON</u>	<u>3 PERSON</u>	<u>4 PERSON</u>	<u>5 PERSON</u>	<u>6 PERSON</u>	<u>7 PERSON</u>	<u>8 PERSON</u>	
30% LIMITS	\$16,050	\$18,350	\$20,650	\$22,900	\$24,750	\$26,600	\$28,400	\$30,250	
VERY LOW INCOME	\$26,750	\$30,600	\$34,400	\$38,200	\$41,300	\$44,350	\$47,400	\$50,450	
60% LIMITS	\$32,100	\$36,720	\$41,280	\$45,840	\$49,560	\$53,220	\$56,880	\$60,540	
LOW INCOME	\$42,800	\$48,900	\$55,000	\$61,100	\$66,000	\$70,900	\$75,800	\$80,700	

Lakeland-Winter Haven, FL MSA

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ (Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

NONGOVERNMENTAL ENTITY

SIGNATURE

PRINT NAME

TITLE

DATE