

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/09/2019

Contract/Lease Control #: C19-2832-GM

Procurement#: ITN GM 44-19

Contract/Lease Type: CONTRACT

Award To/Lessee: REALTY HOUSE COMMERCIAL PROPERTIES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/06/2019

Expiration Date: 8/06/2022 W/ 2 – 1 YEAR RENEWALS

Description of Contract/Lease: AFFORDABLE HOUSING RENTAL MANAGEMENT SERVICES

Department: GROWTH MANAGEMENT

Department Monitor: KAMPERT

Monitor's Telephone #: 850-609-7180

Monitor's FAX # or E-mail: EKAMPERT@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: ITN GM 44-19 Tracking Number: 339319  
Procurement/Contractor/Lessee Name: Realty House Grant Funded: YES  NO   
Purpose: Rental management contract SITER  
Date/Term: 3 yrs w/ 2 1/2 yr renewal 1.  GREATER THAN \$100,000  
Amount: 12% commission on all properties 2.  GREATER THAN \$50,000  
Department: Om 3.  \$50,000 OR LESS  
Dept. Monitor Name: Kmyat

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeDe Mon Date: 5-20-19  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: NO federal funds - see attached Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 5-20-19  
\_\_\_\_\_ Date: \_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached Date: 5-29-19  
\_\_\_\_\_ Date: \_\_\_\_\_  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:  
\_\_\_\_\_ Date: \_\_\_\_\_  
Finance Manager or designee

## DeRita Mason

---

**From:** Karen Donaldson  
**Sent:** Thursday, May 30, 2019 8:41 AM  
**To:** DeRita Mason  
**Subject:** RE: Draft Contract ITN GM 44-19

DeRita

This is approved by Risk.

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, May 30, 2019 8:03 AM  
**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>  
**Subject:** FW: Draft Contract ITN GM 44-19

I don't see a review approval for this. Can you see if you have looked at it yet?

---

**From:** Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]  
**Sent:** Thursday, May 30, 2019 7:39 AM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Cc:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>; Lynn Hoshihara <[hoshihara@myokaloosa.com](mailto:hoshihara@myokaloosa.com)>  
**Subject:** RE: Draft Contract ITN GM 44-19

I appreciate the track changes. This is approved for legal purposes as revised.

**Kerry A. Parsons, Esq.**

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, May 30, 2019 7:39 AM  
**To:** DeRita Mason  
**Cc:** Karen Donaldson; Lynn Hoshihara  
**Subject:** RE: Draft Contract ITN GM 44-19

I appreciate the track changes. This is approved for legal purposes as revised.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Monday, May 20, 2019 12:46 PM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Parsons, Kerry <KParsons@ngn-tally.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** FW: Draft Contract ITN GM 44-19

Please review the attached.

I left in track changes since you had already previously reviewed the contract in the ITN. I felt it would be easier to review if you knew what had been changed and added. Please let me know if you would like me to send it over to you without track changes.

Thank you,

DeRita

---

**From:** Abra McGill  
**Sent:** Monday, May 20, 2019 11:41 AM  
**To:** Elliot Kampert <ekampert@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>  
**Subject:** Draft Contract ITN GM 44-19

Draft Contract ITN GM 44-19 is attached and ready for final review and then sent to legal so we may present to Realty House.

Thank you

## DeRita Mason

---

**From:** Danielle Garcia  
**Sent:** Wednesday, May 22, 2019 9:56 AM  
**To:** DeRita Mason  
**Subject:** RE: Contract with Realty House

Funds will be appropriated by rental income, no SHIP, NSP or other housing grant funds used at this time.

Regards,  
Danielle Garcia  
850-689-5960 x 6971

---

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Monday, May 20, 2019 11:49 AM  
**To:** Danielle Garcia <dgarcia@myokaloosa.com>  
**Subject:** Contract with Realty House

Please review the attached. It is using the SHIP funds.

Thank you,

DeRita



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

## Jesica Darr

---

**From:** Karen Donaldson  
**Sent:** Wednesday, August 21, 2019 5:13 PM  
**To:** Jesica Darr  
**Subject:** RE: Final Contract for Rental Management C19-2832-GM

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Jesica

Commercial Gen Liability – need to have Okaloosa named as additional insured and the waiver of subrogation. The rest is acceptable.

Thank you

*Karen Donaldson*

Karen Donaldson  
Public Records and Contracts Specialist  
Okaloosa County Risk Management  
5479-B Old Bethel Rd.  
Crestview, Fl. 32536  
850.683.6207  
[KDonaldson@myokaloosa.com](mailto:KDonaldson@myokaloosa.com)



*Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

**From:** Jesica Darr <[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)>  
**Sent:** Wednesday, August 21, 2019 4:31 PM  
**To:** Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>; Kelly Bird <[kbird@myokaloosa.com](mailto:kbird@myokaloosa.com)>  
**Cc:** Jesica Darr <[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)>; Jeffrey Hyde <[jhyde@myokaloosa.com](mailto:jhyde@myokaloosa.com)>  
**Subject:** FW: Final Contract for Rental Management C19-2832-GM

Karen,

Good Afternoon!

The attached insurance is required for the awarded contract

To: Mark Bethea <[markb@realtyhouse.com](mailto:markb@realtyhouse.com)>  
Cc: Jeffrey Hyde <[jhyde@myokaloosa.com](mailto:jhyde@myokaloosa.com)>; DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
Subject: RE: Final Contract for Rental Management C19-2832-GM

Mark,

Good Afternoon!

I haven't received your company's required letter of credit or required insurance.

It is due to our customer by close of business today. Please send asap!

Thank you!

Respectfully,

Jesica



Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)

**Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

**From:** Jesica Darr <[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)>  
**Sent:** Friday, August 16, 2019 7:45 AM  
**To:** 'Mark Bethea' <[markb@realtyhouse.com](mailto:markb@realtyhouse.com)>  
**Cc:** Jeffrey Hyde <[jhyde@myokaloosa.com](mailto:jhyde@myokaloosa.com)>; DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>; Jesica Darr <[jdarr@myokaloosa.com](mailto:jdarr@myokaloosa.com)>  
**Subject:** RE: Final Contract for Rental Management C19-2832-GM

Mark,

Good Morning!



REALT-1

OP ID: WH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Niceville Insurance Agency 109 Bullock Blvd Niceville, FL 32578 Garrett Floyd	850-729-2131	<b>CONTACT NAME:</b> Garrett Floyd <b>PHONE (A/C, No, Ext):</b> 850-729-2131 <b>FAX (A/C, No):</b> 850-729-2134 <b>E-MAIL ADDRESS:</b> garrett@niafl.net
<b>INSURED</b> Realty House Commercial Properties Inc 11 Racetrack Rd NE, Ste H-1 Fort Walton Beach, FL 32547		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	UDC1965899CGL19	05/02/2019	05/02/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

emailed to Insured  
Okaloosa County Purchasing Department is Additional Insured for General Liability & includes a Waiver of Subrogation.  
8/26/19 Watn on WOS approval before sending - WH

**CONTRACT #: C19-2832-GM**  
**REALTY HOUSE COMMERCIAL PROPERTIES**  
**AFFORDABLE HOUSING RENTAL**  
**MANAGEMENT SERVICES**  
**EXPIRES: 08/06/2022 w/2 - 1 yr. Renewals**

<b>CERTIFICATE HOLDER</b>  OKALO28  Okaloosa County 5749 A Old Bethel Road Crestview, FL 32536	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--





Okaloosa County  
Attn: Okaloosa County, Growth Management  
Elliot Kampert  
1250 N Eglin Pkwy  
Shalimar, FL 32579

Re: Letter of Credit #7833970 dated 8/30/19  
Realty House Commercial Properties, Inc.  
Expiration Date: 8/5/2022

Dear Okaloosa County,

We hereby issue in your favor this Irrevocable Standby Letter of Credit for account of Realty House Commercial Properties, Inc., up to an aggregate amount of \$72,000, available by your sight draft on Community Bank of Mississippi accompanied by your signed statement that:

1. A letter stating that Realty House Commercial Properties, Inc is in substantial default of the terms of the Agreement for ITN GM 44-19 Affordable Housing Rental Management Services date of opening March 18, 2019 (and commenced on August 6, 2019).

Drafts drawn under this credit must be marked: "Drawn under Community Bank of Mississippi, Letter of Credit No. 7833970, dated 8/30/2019" and accompanied by the original letter of credit for proper endorsement.

This letter of credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified to reference to any documents, instrument, or agreement referred to herein or in which this letter of credit is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby engage with you that drafts drawn and presented in compliance with the terms of this credit will be duly honored by us if presented at this office on or before 8/5/2022; thereafter, this Letter of Credit is Null and Void unless renewed by Community Bank of Mississippi.

Except so far as otherwise expressly stated, this credit is subject to the ISP 98 International Standard of Practice.

Sincerely,

COMMUNITY BANK OF MISSISSIPPI

Fred O. Leopold, Coast Region Chief Lending Officer

**CONTRACT #: C19-2832-GM**  
**REALTY HOUSE COMMERCIAL PROPERTIES**  
**AFFORDABLE HOUSING RENTAL**  
**MANAGEMENT SERVICES**  
**EXPIRES: 08/06/2022 w/2 - 1 yr. Renewals**

**AGREEMENT  
FOR ITN GM 44-19  
AFFORDABLE HOUSING RENTAL MANAGEMENT SERVICES**

This Agreement is entered into by and between Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1250 N. Eglin Parkway, Shalimar, FL (hereinafter the "County"), and Realty House Commercial Properties, Inc. a Florida Profit Corporation, certified to do business in the state of Florida, whose principal address is 11 Racetrack Rd., Suite H-1, Fort Walton Beach, FL 32547 (hereinafter the "Contractor").

**WITNESSETH**

**WHEREAS**, the Contractor responded to the ITN GM 44-19 for **Affordable Housing Rental Management Services**.

**WHEREAS**, the County has now determined that it is in the best interest of the County to enter into an Agreement with the Contractor.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. INCORPORATION OF DOCUMENTS**

The following documents are incorporated by reference into this Agreement and are attached hereto:

1. Invitation to Negotiate & Respondent's Acknowledgement, ITN GM 44-19, **Affordable Housing Rental Management Services**, date of opening **March 18, 2019** attached hereto as Exhibit "A" and any addendums thereto.
2. Exhibit "B", Standard Contract Clauses, attached hereto and made a part of the agreement.
3. Exhibit "C" NSP Rental Property Monitoring Plan, attached hereto and made a part of the agreement.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

**2. SCOPE OF SERVICES**

The Contractor will provide Affordable Housing Rental Management Services. Further detail of this scope is outlined in attached "Exhibit A" and any addendums attached hereto as well as the NSP Rental Property Monitoring Plan, Exhibit "C".

**CONTRACT #: C19-2832-GM  
REALTY HOUSE COMMERCIAL PROPERTIES  
AFFORDABLE HOUSING RENTAL  
MANAGEMENT SERVICES  
EXPIRES: 08/06/2022 w/2 - 1 yr. Renewals**

### **3. PAYMENT**

1. The Contractor will be paid 12% of all gross rents collected each month for the administration of property management of NSP units described within this agreement. Contractor may withhold their fees from the rental income received for the same month.
2. Contractor is authorized to make routine maintenance and repairs without prior approval for items, material, and/or services equal to or less than \$1000.00. Contractor may pay these costs using rental income for the same month.
3. Contractor must submit a written request to the Department for repairs or services that exceed \$1000.00. Contractor may pay these cost using rental income for the same month.
4. Contractor shall notify County in writing of any repairs or services needed that exceed monthly rental income, and shall obtain estimates for all necessary work (including labor, materials, and other services) in accordance with the County Purchasing Manual in effect at the time of estimates. The Contractor shall submit the estimates in writing to the County for approval. Note: this is not intended to require the Contractor to obtain written estimates when not required by the Purchasing Manual, but rather to ensure that there is a written record of all funds Contactor wishes to expend. Note: for purposes of this section, an email sent to the County's Grants and Housing Programs Coordinator is considered in writing.
5. The County shall upon receipt review the estimates provided by the Contractor and shall notify the Contractor within 5 business days whether such procurement is approved or denied. If approved, County shall provide to the Contractor the funds necessary to accomplish all work (including but not limited to materials, labor, and related services). If denied, County shall advise Contractor in writing of steps needed to correct deficiencies to obtain authorization and payment.
6. Once estimate is approved any contracts and invoices shall be forwarded to the County. The Department of Growth Management shall review and submit for payment. Progress payments shall be paid according to contract or invoice submitted by contractor.
7. The Contractor will be paid for maintenance and repairs based on pricing stated in Exhibit "A", attached hereto and made a part of the contract.

### **4. COUNTY RESPONSIBILITIES**

County will be responsible for paying for the following utilizing NSP program income. If the funds are not available the County will not be required to use other funds.

1. Property insurance for NSP units
2. HOA fees for Rolling Pines Units
3. Maintenance, repairs and services that exceed the amount of monthly rental income collected by Contractor

## **5. DURATION OF AGREEMENT AND TERMINATION**

1. The Agreement will begin once all parties have signed the contract and run for a period of three (3) years from the date of commencement. The contract may be renewed for two (2) additional one (1) year periods with mutual written consent by both parties and subject to all other terms and conditions.
2. The County may terminate this Agreement for cause, if it determines that the Contractor is not satisfactorily performing the requirements under this Agreement, upon thirty (30) days written notice of the deficiency in writing. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. The Contractor shall have ten (10) days to cure the deficiency. If the deficiency is not corrected within the time period provided, the County may either (1) terminate the Agreement, or (2) take whatever action is deemed appropriate by the County to correct the deficiency. In the event that the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.
3. This Agreement may be terminated without cause by the County upon thirty (30) days written notice to Contractor. The County further reserves the right to unilaterally cancel this Agreement for refusal of the Contractor to permit public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt by law.
4. If the County terminates the Agreement with or without cause, the County will notify the Contractor of such termination in writing, with instructions to the effective date of termination. The Contractor shall be paid only for work satisfactorily performed up to the point of termination for which costs can be substantiated.

## **6. AUDIT PROVISION**

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

## **7. INSURANCE PROVISION**

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.

3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

#### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation

insurance shall also include Employer's Liability coverage.

### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

## INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Professional Liability (E&O)	\$1,000,000 each claim

## NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

## CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work.

The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).

3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.

7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

1. Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

2. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

3. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.



4. Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

5. The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

## **8. INDEPENDENT CONTRACTORS**

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

## **9. ASSIGNMENTS**

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

## **10. NOTICES**

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Elliot Kampert, Growth Management  
1250 N Eglin Parkway, Suite 301  
Shalimar, FL 32579  
Phone: 850-651-7180  
Email: [ekampert@myokaloosa.com](mailto:ekampert@myokaloosa.com)

The authorized representative(s) for the Contractor shall be:

Mark Bethea, Treasurer  
11 Racetrack Rd. N.E.  
Suite H-1  
Fort Walton Beach, FL 32547  
Phone: 850-244-9117  
Email: markb@realtyhouse.com

Courtesy copy to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Phone: 850-689-5960  
Fax: 850-689-5998  
Email: dmason@myokaloosa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

## **11. PUBLIC RECORDS**

Contractor shall adhere to the Public Records law of Florida.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: 850-689-5977 ([RISKINFO@MYOKALOOSA.COM](mailto:RISKINFO@MYOKALOOSA.COM)).**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, 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.
3. 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 term and following completion of the agreement if the contractor does not transfer the records to the County.

4. Upon completion of the agreement, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the agreement, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

## **12. GOVERNING LAW & VENUE**

This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings arising out of this Agreement shall be in the state courts of Okaloosa County, Florida.

## **13. THIRD PARTY BENEFICIARIES**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

## **14. TAXES**

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges for the performance of services under this Agreement when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of this Agreement.

## **15. ENTIRE AGREEMENT AND WAIVER**

This Agreement and all Exhibit(s) as incorporated herein contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of

the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

#### **16. SEVERABILITY**

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

#### **17. REPRESENTATION OF AUTHORITY TO CONTRACTOR/SIGNATORY**

The individual signing this Agreement on behalf of Realty House Commercial Properties, Inc. represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Realty House Commercial Properties, Inc. represents and warrants to the County that the execution and delivery of the Agreement and the performance of Realty House Commercial Properties, Inc. obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

#### **18. COMPLIANCE WITH LAWS**

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

#### **19. FEDERAL REGULATIONS**

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this agreement.

#### **20. LIQUIDATED DAMAGES**

Failure to perform in accordance with the performance measures described in Section 1.1, above, shall result in the imposition of liquidated damages according to the following schedule:

- For each day past the 30<sup>th</sup> day that a unit remains unleased, the vendor/contractor shall be assessed 1/30<sup>th</sup> of the monthly rental value of the unit based on its last rental rate. For example, if a unit being rented for \$900 per month remains unleased for more than 30 days, the vendor/contractor shall be assessed \$30 dollars per day starting on the 31<sup>st</sup> day. The assessment shall continue to accrue until the unit is leased. This assessment shall be paid prior to the next invoice submitted to the County for payment, or shall be deducted from the invoice. The County may authorize additional time allowance for units needing extensive repairs. Vendor must request additional time in writing prior to the 30<sup>th</sup> day for approval.
- The vendor/contractor shall be assessed 5 % of the total rental income for all units for every day the vacancy rate exceeds 5 % measured on a monthly basis. The assessment shall continue to accrue until the vacancy rate is equal to or less than 5%. This assessment shall be paid prior to the next invoice submitted to the County for payment, or shall be deducted from the invoice.
- The vendor/contractor will be solely responsible for the cost of any repairs for damage that occurs in a unit while it was not leased.

## **21. Vendors on Scrutinized Companies Lists**

By executing this Agreement, Realty House Commercial Properties, Inc, the Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 20, this Section 20 shall be null and void.

IN WITNESS WHEREFORE, the parties hereto have executed this Agreement as of the day and year written below.

REALTY HOUSE COMMERCIAL  
PROPERTIES, INC.



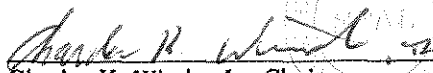
Signature

Mark G. Bethes

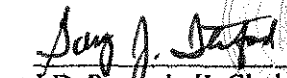
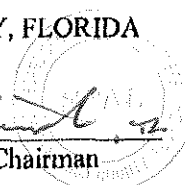
Print Name

Date: 7/18 / 2019

OKALOOSA COUNTY, FLORIDA

  
Charles K. Windes Jr., Chairman

Date: AUG 06 2019

  
A.D. Peacock, II, Clerk

# EXHIBIT "A"



## INVITATION TO NEGOTIATE (ITN) & RESPONDENT'S ACKNOWLEDGEMENT

**ITN TITLE:**  
AFFORDABLE HOUSING RENTAL MANAGEMENT  
SERVICES

**ITN NUMBER:**  
ITN GM 44-19

**ISSUE DATE:** February 25, 2019 at 8:00 A.M. CST  
**LAST DAY FOR QUESTIONS:** March 4, 2019 at 3:00 P.M. CST  
**ITN OPENING DATE & TIME:** March 18, 2019 at 3:00 P.M. CST

**NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.**

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this ITN are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "ITN Title", "ITN Number" and the "ITN Due Date & Time". Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

**RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR RESPONSE. RESPONSES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.**

COMPANY NAME Realty House Commercial Properties, Inc.  
MAILING ADDRESS 11 Race Track Road N.E., Suite H-1  
CITY, STATE, ZIP Fort Walton Beach, FL 32547  
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-3249143  
TELEPHONE NUMBER: 850-244-9117 EXT: \_\_\_\_\_ FAX: 850-664-6622  
EMAIL: markb@realtyhouse.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: [Signature] TYPED OR PRINTED NAME Mark G. Bethea

TITLE: Treasurer DATE 3-16-2019

# NOTICE TO RESPONDENTS

## ITN GM 44-19

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until **3:00 PM (CST)** on **March 18, 2019**, for **Affordable Housing Rental Management Services**.

Units are occupied by tenants under lease. Current leases will continue through term of lease. All tenants must be income certified annually by the County before signing new leases. Rent amounts are determined by the County following the Income and Rent Limits allowed by the Department of Housing and Urban Development.

Interested respondents desiring consideration shall provide one (1) original hard copy and one (1) electronic copy on thumb drive of their Invitation to Negotiate (ITN) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

**The hard copy original must have original signatures in blue ink.**

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>

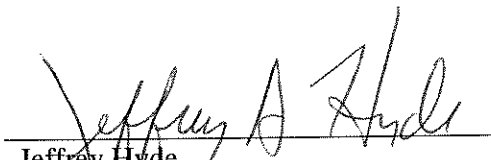
Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later 3:00 PM on March 18, 2019 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "**Affordable Housing Management Services**". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the solicitation and the resulting negotiated agreement that is in its best interest and its decision will be final.

**NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.**

All submittals should be addressed as follows:

**ITN GM 44-19**  
**Affordable Housing Rental Management Services**  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536

  
\_\_\_\_\_  
Jeffrey Hyde  
Purchasing Manager

02/21/19  
Date

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes Jr., Chairman



# INVITATION TO NEGOTIATE REQUIREMENTS

ITN #: GM 44-19

## ITN ITEM: Affordable Housing Rental Management Services

**1. SCOPE OF SERVICES:** Okaloosa County is seeking a qualified vendor/contractor to provide management services for the following:

- 61 two-story townhome units located in Crestview, Florida (Rolling Pines Townhome complex at the end of East Redstone Avenue in Crestview) (Properties are within a quarter mile of each other but not contiguous)
- 2 detached single-family homes located in Crestview, Florida
- 12 two-story multifamily units located in Ft Walton Beach (Palm Village-located on a single 3.79 acre site on Palm Villa Circle off Patrick Drive)

Services to be provided include:

- Advertising of units when such become available
- Coordination with Okaloosa County on qualifying prospective tenants prior to leasing
- Entering into and administering leases on the County's behalf, including:
  - collecting security deposits
  - collecting rent
  - enforcing lease terms
  - evictions as needed
  - verifying adherence of tenants to lease terms
  - all book- and record-keeping associated with these functions; rents, security deposits, and other funds as may be collected must be individually tracked for each unit
- Routine maintenance of units including:
  - Quarterly changing of air conditioner filters
  - Pest control services quarterly.
  - Pre-rental unit cleaning and preparation (aka "turns")
  - All book- and record-keeping associated with these functions
  - When Replacing appliances and HVAC systems, must use models that meet or exceed Energy Star standards
  - When replacing bathroom fixtures low-flow water fixtures should be used.
- Respondent shall be responsible for the security and maintenance of any vacant units.
- Routine Maintenance of Land at Palm Village, mowing, trimming edging, weed flower beds surrounding units, mulch once a year.
- Responding to tenants' requests for maintenance or repairs, complaints, and similar issues
- Coordinating with County on major repairs
- Monitoring of units and premises
- Reports as requested by the County to verify revenue flow, maintenance activities, expenditures, or any other activity associated with the vendor's/contractor's performance
- Making recommendations to the County regarding changes in rental rates or other program aspects.
- There is no office on site for use to the realty company.
- There is a 10x20 shed at Rolling Pines that could be used for storage and a 10x16 shed at the Palm Village location that could be used for storage.

## 1.1 PERFORMANCE MEASURES

Responses shall specifically acknowledge that the respondent selected must meet the following performance standards:

- Unless authorized by the County in writing, no unit may remain unleased for more than 30 consecutive calendar days following its vacation by a tenant. Requests for extensions must be made no less than 14 calendar days prior to the lapse of the 30 day allowable unleased period.
- The vacancy rate may not exceed more than 5 % on any given month.
- Any requested report must be provided within 3 working days of the request.

## 1.2 LIQUIDATED DAMAGES

Failure to perform in accordance with the performance measures described in Section 1.1, above, shall result in the imposition of liquidated damages according to the following schedule:

- For each day past the 30<sup>th</sup> day that a unit remains unleased, the vendor/contractor shall be assessed 1/30<sup>th</sup> of the monthly rental value of the unit based on its last rental rate. For example, if a unit being rented for \$900 per month remains unleased for more than 30 days, the vendor/contractor shall be assessed \$30 dollars per day starting on the 31<sup>st</sup> day. The assessment shall continue to accrue until the unit is leased. This assessment shall be paid prior to the next invoice submitted to the County for payment, or shall be deducted from the invoice. The County may authorize additional time allowance for units needing extensive repairs. Vendor must request additional time in writing no less than 14 calendar days prior to the 30<sup>th</sup> day for approval.
- For every day the vacancy rate exceeds 5%, the vendor/contractor shall be assessed an amount per day equal to the average rent rate at the time of the infraction. The assessment shall continue to accrue until the vacancy rate is equal to or less than 5%. This assessment shall be paid prior to the next invoice submitted to the County for payment, or shall be deducted from the invoice.
- The vendor/contractor will be solely responsible for the cost of any repairs for damage that occurs in a unit while it was not leased.

## 1.3 COUNTY RESPONSIBILITIES The County's responsibilities include:

- Approval of lease rates, including security deposits and money down
- Income certification of applicants prior to leasing units
- Remaining in compliance with the requirements of the Neighborhood Stabilization Program, State Housing Initiatives Partnership program, and other programs as applicable. Establishment of fair policies and structure
- Providing general policy guidance for administration of the housing program.

## 1.4 VENDOR/CONTRACTOR RESPONSIBILITIES The responsibilities of the vendor/contractor will include but are not limited to those listed in the Scope of Services provided in Section 1, above.

**1.5 BUDGET** Responses must include a budget for all services the respondent contemplates providing as well as an estimate of the program income the County will receive from the renting of the units. The budget should include what it would take to complete normal turns on the units. Please provide estimated cost on the following items:

Carpet Cleaning/Repair:  
Painting:  
Janitorial Services:  
Appliance Repair:  
Plumbing Issues:  
HVAC Repairs/Filters:  
Electrical Repairs:  
Landscaping:

Actual costs are subject to contract negotiation. Offerors are cautioned that the County will scrutinize the proposed budget submitted in response to this ITN and, should a contract be awarded, future years' budgets, to guard against an initial low bid subject to substantial increases in future years.

**1.6 COST** Please provide the percent that your company will charge based on the monthly income of units being rented at that time.

Actual costs are subject to contract negotiation. Offerors are cautioned that the County will scrutinize the proposed budget submitted in response to this ITN and, should a contract be awarded, future years' budgets, to guard against an initial low bid subject to substantial increases in future years.

**1.7 FINANCIALS/NEIGHBORHOOD STABILIZATION REPORTS** Attached for your review in submitted your proposals are the Neighborhood Stabilization Program and the Financials for all properties.

**1.8 COMPETITION PROCEDURES** The Invitation to Negotiate (ITN) is a competitive negotiation process that is used when Okaloosa County deems it in their best interest to negotiate with offers to achieve "best value". A short list of acceptable respondents will be created for possible follow-on concurrent negotiation. Okaloosa County reserves the right to create a short list of respondents to whom the County wishes to enter negotiations.

**1.9 TIMELINE GOALS (Tentative)**

Solicitation available to public:	Date: February 25, 2019
Questions from potential proposers due	Date: March 4, 2019
Issue Addendum (if necessary)	Date: March 8, 2019
Proposal Response Due	Date: March 18, 2019
Short List Announcement	Date: April 9, 2019
Oral Presentation/Demonstration with Responses	Date: April 22-24, 2019
Placement on the ITA	Date: April 26, 2019
Board Review and Approval	Date: May 21, 2019
Outsourced Support Transition Begins	Date: June 1, 2019
Transition Complete	Date: June 1, 2019

## 1.9 PROCEDURES

1. Questions from proposers shall be due by March 4, 2019 at 3:00 to dmason@myokaloosa.com.
2. County will respond to and issue an addendum if warranted.
3. Public opening and listing of all proposals received.
4. The evaluation committee will review responses.
5. A short list of proposers will be selected to go forward into final evaluation.
6. Once the short list of Respondents is selected further information may be desired and clarifications sought on proposals.
7. Short-list Respondents may be requested to make additional written submissions with oral presentation/demonstration/samples on site or through a hybrid approach using a webinar to the Evaluation Committee. The location for the oral presentation/demonstration/sample presentation will be Okaloosa County Administration Building, 120 N. Eglin Parkway, Shalimar, FL 32579.
8. Negotiations conducted with best & final offers requested.
9. Best and final offers reviewed.
10. The Evaluation Committee shall recommend to the Board of County Commissioners the proposal or proposals acceptance of which the Evaluation Committee deems to be in the best interest of the County.

## 1.10 EVALUATION OF PROPOSALS:

The selection of a respondent to provide Affordable Housing Rental Management Services will be based on the criteria described below. Responses should address the following areas:

- 1. Approach: (Point Value = 35):** Provide a detailed description of how the requested services will be provided, including organizational structure and strategies (use of in-house vs contracted workers, etc.) that will be used to provide the most efficient and reliable service.
- 2. Staff Experience: (Point Value = 30)** Describe experience and expertise of individuals that manage and direct the program; include copies of resumes, certifications, and information concerning the specific program knowledge that will be brought to the County in the performance of the Scope of Services.
- 3. Cost/Budget (Point Value = 15):** Please provide total percent that your company will charge based on the total income from all units rented. Please provide the budget for items listed in section 1.5 above.
- 4. Similar Services (Point Value = 15):** Provide a list of at least 5 contracts through which your firm is providing rental property (housing) management services. Please include the amount of each contract, a description of services performed, and whether the service was performed within budget. Include names and contact information for references for each contract.
- 5. References (Point Value = 5):** Provide a list of at least 3 references.

**Total Eligible Score for Written Proposal Evaluation = 100 points.**

### **1.11 NEGOTIATION PROCESS:**

1. Vendors selected for the negotiation process will be selected from those who submit responses to this ITN. References shall be provided within your response using the specified format in this ITN. Selection of vendors for this phase will be based on the respective vendor's scores on the criteria outlined in the Evaluation of Proposals section. Selected Proposers chosen to enter into the negotiation phase of this ITN will be notified.
2. During the negotiation process Respondents will be expected to provide responses in writing to questions or requests of clarification from the Okaloosa County Purchasing Department.
3. As a part of the evaluation process, the evaluation committee will schedule presentations from the short-list of respondents selected for the negotiation phase. A standard to follow during the presentations along with time limits will be given to the short-list respondents. Proposer(s) will be expected to follow the presentation standard and a set time limit. Presentation slides containing trade secret or business confidential information will be clearly marked for redaction.
4. The selection committee will choose a vendor/contractor from the respondents that provided presentations. The successful respondent will be notified in writing. If a contract cannot be reached with the first selected respondent, the selection committee shall select another respondent from those who gave presentations and initiate negotiations. This process will be utilized until a contract is negotiated. Respondents are advised that any contracted negotiated will include a not-to-exceed price for between lease unit preparations (aka "turns").

### **1.12 TERM OF CONTRACT:**

The initial term of this contract shall be from completion of signatures by both parties and shall run for a period of three (3) years from the date of commencement.

### **1.13 RENEWAL OPTION:**

The contract may be renewed for two (2) additional one (1) year periods with mutual consent by both parties and subject to all other terms and conditions of the agreement.

## **GENERAL SERVICES INSURANCE REQUIREMENTS W/CYBER LIABILITY**

### **BONDS**

A performance bond in the amount of twenty (20) percent of the total contract will be required for the duration of the contract.

### **CONTRACTORS INSURANCE**

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10)

days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

### **PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

Coverage must be afforded for Wrongful Acts. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

## INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Professional Liability (E&O)	\$1,000,000 each claim

## NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

**Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.**

## CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium).



3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

## **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

## **UMBRELLA INSURANCE**

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

# **GENERAL PROPOSAL CONDITIONS**

## **1. PRE-PROPOSAL ACTIVITY**

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, FL 32536  
Email: [dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)  
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITN & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> . To access the Okaloosa County Web Site go to: <http://www.myokaloosa.com/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No respondent may rely upon any verbal modification or interpretation.

## **2. PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and proposal forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of.

3. **INTEGRITY OF PROPOSAL DOCUMENTS** - Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
4. **SUBMITTAL OF PROPOSAL** - A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the respondent, and shall be accompanied by the proposal security and other required documents. It is the respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

**Note: Crestview is not a next day delivery site for overnight carriers.**

5. **MODIFICATION & WITHDRAWAL OF PROPOSAL** - A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-

proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** – All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
7. **IDENTICAL TIE BIDS** -- In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
8. **CONDITIONAL & INCOMPLETE PROPOSALS** - Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
9. **PROPOSAL PRICE** – The proposal price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the proposal specifications. Respondent must also explain any deviation from the proposal specification in writing, as a foot note on the applicable proposal page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their proposal. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with proposal specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
  - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
  - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
  - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
  - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by Local, State or Federal Government on its barred/suspended vendor list.

#### 14. AWARD OF CONTRACT

**Okaloosa County Review** - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

- 15. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Department of Growth Management, 1250 Eglin Pkwy N Ste. 301, Shalimar FL, 32579, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract number.
- 16. **DISCRIMINATION** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 18. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.**

19. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
20. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
21. **CONE OF SILENCE CLAUSE** - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitations to Negotiate) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

**Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.**

22. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
23. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
24. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

25. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
26. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
27. **AUDIT** - If requested, respondent shall permit the County or its authorized representative to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract. Respondent shall permit access to premises and employees with adequate notice and during reasonable hours for the purpose of examining and assessing controls in place over the work they perform for the County.
28. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
29. **NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
30. **UNAUTHORIZED ALIENS/PATRIOT'S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.



**31. Title VI Solicitation Notice - The Okaloosa County Board of County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.**

**32. The following documents are to be submitted with the proposal packet:**

- A.** Drug-Free Workplace Certification Form
- B.** Conflict of Interest
- C.** Federal E-Verify
- D.** Code of Silence Form
- E.** Recycled Content Form
- F.** Indemnification and Hold Harmless
- G.** Company Data
- H.** System of Awards Management
- I.** Addendum Acknowledgement
- J.** Certification Regarding Lobbying
- K.** Government Debarment and Suspension
- L.** General Grant Funding Special Conditions "Exhibit A "


**[THIS SPACE IS INTENTIONALLY LEFT BLANK]**

## DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 3-16-2019 SIGNATURE: 

COMPANY: Realty House Commercial Properties, Inc. NAME: Mark G. Betler  
(Typed or Printed)

ADDRESS: 11 Racetrack Road N.E. TITLE: Treasurer  
Suite H-1  
Fort Walton Beach, FL 32547

E-MAIL: markb@realtyhouse.com

PHONE NO.: 850-244-9117

## CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_

NO:   X  

**NAME(S)**

**POSITION(S)**

---

---

---

---

FIRM NAME: Realty House Commercial Properties, Inc.

BY (PRINTED): Mark G. Bethea

BY (SIGNATURE): 

TITLE: Treasurer

ADDRESS: 11 Racetrack Road N.E. Suite H-1  
Fort Walton Beach, FL 32547

PHONE NO.: 850-244-9117

E-MAIL: markb@realtyhouse.com

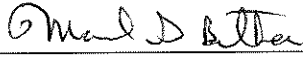
DATE: 3-16-2019

## FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

---

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 3-16-2019 SIGNATURE: 

COMPANY: Realty House Commercial Properties, Inc. NAME: Mark G. Bethe

ADDRESS: 11 Racetrack Rd. N.E. TITLE: Treasurer  
Suite H-1  
Fort Walton Beach, FL 32547

E-MAIL: markb@realtyhouse.com

PHONE NO.: 850-244-9117



# RECYCLED CONTENT FORM

## RECYCLED CONTENT INFORMATION

1. Is the material in the proposal: Virgin N/A or Recycled \_\_\_\_\_ (Check the applicable blank). If recycled, what percentage \_\_\_\_\_ %.

Product Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is your product packaged and/or shipped in material containing recycled content?

Yes N/A No \_\_\_\_\_

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Is your product recyclable after it has reached its intended end use?

Yes N/A No \_\_\_\_\_

Specify: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: Mark D Belter

E-Mail: markb@realtyhouse.com

## INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Realty House Commercial Properties, Inc.  
Respondent's Company Name

11 Racetrack Road N.E., Suite H-1

Fort Walton Beach, FL 32547  
Physical Address

Same as above  
Mailing Address

850-244-9117  
Phone Number

850-585-6999  
Cellular Number

3-16-2019  
Date



\_\_\_\_\_  
Authorized Signature – Manual

Mark G. Bethea  
Authorized Signature – Typed

Treasurer  
Title

850-664-6622  
FAX Number

850-585-6999  
After-Hours Number(s)

## COMPANY DATA

Respondent's Company Name:

Realty House Commercial Properties, Inc.

Physical Address & Phone #:

11 Racetrack Road N.E., Suite H-1

Fort Walton Beach, FL 32548

850-244-9117

Contact Person (Typed-Printed):

Mark Bethea

Phone #:

850-244-9117

Cell #:

850-585-6999

Email:

markb@realtyhouse.com

Federal ID or SS #:

59-3249143

DUNS #:

018261906

Respondent's License #:

CQ1002484

Fax #:

850-664-6622

Emergency #'s After Hours,  
Weekends & Holidays:

850-585-6999



## SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: Realty House Commercial Properties, Inc  
Entity Address: 11 Racetrack Road N.E., Suite H-1, Fort Walton Beach, FL 32547  
Duns Number: 018261906  
CAGE Code: 6TF94

**ADDENDUM ACKNOWLEDGEMENT**

ITN GM 44-19

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

**ADDENDUM NO.**

**DATE**

Addendum 1

2-25-2019

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

# LOBBYING - 31 U.S.C. 1352, as amended

## CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, <sup>Realty House</sup> ~~Commercial Properties Int~~ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Mark G. Bethea  
Treasurer Name and Title of Contractor's Authorized Official

3-16-2019 Date

## Government Debarment & Suspension

### Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.


**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING  
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
  
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Mark Bethea                      Treasurer  
Printed Name and Title of Authorized Representative

  
Signature

3-16-2019  
Date

## PROPOSAL EVALUATION

**PROPOSAL#:** ITN GM 44-19

**Date Submitted:** \_\_\_\_\_

**PROPOSAL TITLE:** AFFORDABLE HOUSING RENTAL MANAGEMENT SERVICES

QUALIFICATION CRITERIA	Respondent
Approach: 35 points max	
Staff Experience: 30 points	
Cost/Budget: 15 points max	
Similar Services: 15 points max	
References: 5 points max	
<b>Total (100-point scale)</b>	

**Person Scoring (Print)** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**EXHIBIT A**  
**GENERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS**

Either this solicitation is fully or partially Grant funded. Respondents shall comply with the clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:  
  
Florida Department of Management Services (Office of Supplier Diversity)  
Florida Department of Transportation  
Minority Business Development Center in most large cities and  
Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity:** (As per Executive Order 11246) The contractor may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.



8. **Copeland Anti Kick Back Act:** If applicable to this contract, contractors shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.)** and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

14. **Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
15. **Access to Records and Reports:**  
Contractor will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:**  
Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):**  
Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information**  
Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The County will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. **Prohibition on utilization of time and material type contracts:** The County will not award contracts based on a time and material basis if the contract contains Federal funding.


22. **Disputes:** Any dispute arising under this Agreement which is not settled by Agreement of the parties may be settled by mediation, arbitration, or other appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Agreement, shall proceed diligently with the performance of this Agreement in accordance with the decision of the County. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Okaloosa County.

23. **Energy Policy and Conservation Act (43 U.S.C. §6201)**

All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

---

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 3-16-2019 SIGNATURE: 

COMPANY: Realty House Commercial Properties, Inc. NAME: Mark G. Bettes

ADDRESS: 11 Racetrack Road N.E., TITLE: Treasurer  
Suite H-1  
Fort Walton Beach, FL 32547

E-MAIL: markb@realtyhouse.com

PHONE NO.: 850-244-9117

## Standard Contract Clauses

### Exhibit "B"

#### **Title VI Clauses for Compliance with Nondiscrimination Requirements**

##### **Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
  - (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
    - a. All new employees.
      - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
      - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
      - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or  
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.



0273

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

2009 OCT 23 11 3: 57

Contract Number: 10DB-4X-01-56-01-F 18

**FEDERALLY-FUNDED SUBGRANT AGREEMENT  
NEIGHBORHOOD STABILIZATION PROGRAM**

THIS AGREEMENT is entered into by the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Okaloosa County, 1804 Lewis Turner Blvd, Suite 206, Fort Walton Beach, Florida 32547 (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Department has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Department and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A and Activity Work Plans, Attachment I of this Agreement, and the Sub-grant Application submitted by the Recipient including subsequent revisions that are mutually agreed to by both parties, which are incorporated herein by reference ("the Sub-grant Application").

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Department shall be governed by the 2008 State of Florida Action Plan Substantial Amendment and applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end twenty-four (24) months after the date last signed, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Recipient is able to provide substantial justification and the Division Director approves such extension. Extensions will be in accordance with the guidelines established in the 2008 State of Florida Action Plan Substantial Amendment.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of six years from the date the audit report is issued, and shall allow the Department or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department. The six year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six year period expires, and extends beyond the six year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.
3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]

and

Department of Community Affairs  
Florida Small Cities Community Development Block Grant Program/NSP Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]

and  
Department of Community Affairs  
Florida Small Cities Community Development Block Grant Program/NSP Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Department no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Department with monthly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Department.

(b) Monthly reports are due to the Department no later than 15 days following the last day of the preceding month and shall be sent each month until submission of the administrative close-out report. The ending dates for each month shall be the last calendar day of the month.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachments A and I to this Agreement, and reported in the monthly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect, or if the Recipient fails to keep or

perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Department may, upon thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Department any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

4. require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) Pursuing any of the above remedies will not keep the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(12) TERMINATION

(a) The Department may terminate this Agreement for cause with thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Deborah de la O, Grant Manager  
Department of Community Affairs, Division of Housing and Community Development, Small Cities  
Community Development/ Neighborhood Stabilization Program, 2555 Shumard Oak Boulevard, Tallahassee,  
Florida 32399-2100  
Telephone: (850) 922-1791  
Fax: (850) 922-5609  
Email: Deborah.delao@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Mr. William J. Roberts, III, Chairman  
Okaloosa County  
1804 Lewis Turner Boulevard, Suite 206  
Fort Walton Beach, FL 32547  
Telephone: (850) 651-7200  
Fax: (850) 609-5029  
Email: none available

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the monthly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.  
(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments (check all that are applicable):

- Exhibit 1 - Funding Sources
- Attachment A – Budget and Scope of Work
- Attachment B – Program Statutes and Regulations
- Attachment C – Recordkeeping (N/A)
- Attachment D – Reports
- Attachment E – Justification of Advance (N/A)
- Attachment F – Warranties and Representations
- Attachment G – Certification Regarding Debarment
- Attachment H – Statement of Assurances (N/A)
- Attachment I – Activity Work Plans
- Attachment J – Program and Special Conditions
- Attachment K – Signature Authorization Form

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$3,258,435.00, subject to the availability of funds.



(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Department under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. Any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

An advance payment is requested in the amount of \$0.00. (check and complete if applicable)

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer, or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the Department at the following address:

Department of Community Affairs  
Cashier  
Finance and Accounting  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and

void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. Such form must be received by the Department before the Recipient enters into a contract with any subcontractor.**

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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.

(21) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Department for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

**STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS  
FEDERALLY FUNDED SUBGRANT AGREEMENT  
SIGNATURE PAGE**

Contract Number: 10DB-4X-01-56-01-F 18

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth below.

RECIPIENT, OKALOOSA COUNTY

By: William J. Roberts III (Date: \_\_\_\_\_)  
(Authorized Signature)

William J. Roberts III  
(Print Name)

Title: Chairman

Federal Tax ID# 59-6000765

DUNS# 613277649

DEPARTMENT OF COMMUNITY AFFAIRS

By: Janice Browning (Date: 11/24/09)  
(Authorized Signature)

Type Name: Janice Browning

Title: Director, Division of Housing and Community  
Development

**EXHIBIT - 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

	<b>Florida Small Cities Community Development Block Grant Program</b>
Federal agency	U.S. Department of Housing and Urban Development
Catalog of Federal Domestic Assistance title:	Community Development Block Grants/State's Program and Nonentitlement Grants
Catalog of Federal Domestic Assistance #:	14.228
Award amount:	\$3,258,435.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- | <b>Compliance Requirement</b>   | <b>Program</b> |
|---|----------------|
| <i>1. The Recipient will fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement, the subgrant application incorporated herein by reference, 24 C.F.R, Subpart I, Sections 570.480 -- 570.497, the Housing and Economic Recovery Act of 2008 (HERA), the State of Florida 2008 Substantial Amendment, and Federal Register Notice Numbers 5255-N-01 and 5255-N02.</i> |                |
| <i>2. The Recipient shall be governed by Rule Chapter 9B-76, F.A.C. and federal laws, rules and regulations, including but not limited to those identified in Attachments B and J.</i>  |                |

**Attachment A**  
**Scope of Work and Budget**



**ATTACHMENT A: PROJECT BUDGET AND ACCOMPLISHMENTS**

NSP STRATEGY 1: Housing Acquisition/Rehabilitation of homes for sale to individuals and families with incomes less than 120 percent of AMI									
ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
ACTIVITY #	ACTIVITY	UNIT	ESTIMATED NUMBER	50% AMI and below	51% to 80% AMI	81% to 120% AMI	NSP \$	OTHER \$	SOURCE(S)
21B	ENGINEERING								
01	Acquisition	HU	14	1	13	0	\$1,327,807.94		
02	Disposition		0	0	0	0	\$0		
05	Public Services for housing counseling	HU	13	0	13	0	\$0		
08	Relocation		0	0	0	0	\$0		
13	Homeownership Assistance	HU	14	1	13	0	\$0		
14A	Rehabilitation – Single Family	HU	1	1	0	0	\$22,897		
14B	Rehabilitation – Multi Family	HU	13	0	13	0	\$0		
<b>TOTALS</b>			14	1	13	0	\$1,350,704.94		

**ATTACHMENT A: PROJECT BUDGET AND ACCOMPLISHMENTS**

NSP STRATEGY 2: Housing Finance									
ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
ACTIVITY #	ACTIVITY	UNIT	ESTIMATED NUMBER	50% AMI and below	51% to 80% AMI	81% to 120% AMI	NSP \$	OTHER \$	SOURCE(S)
13	Homeownership Assistance (including Administrative Expenses -Necessary to Facilitate Homeownership)	HU	15	0	15	0	\$182,211.68		
<b>Totals</b>			15	0	15	0	\$182,211.68		

**ATTACHMENT A: PROJECT BUDGET AND ACCOMPLISHMENTS**

NSP STRATEGY 3: Establishing Land Banks N/A									
ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
ACTIVITY #	ACTIVITY	UNIT	ESTIMATED NUMBER	50% AMI and below	51% to 80% AMI	81% to 120% AMI	NSP \$	OTHER \$	SOURCE(S)
21B	ENGINEERING								
01	Acquisition								
02	Disposition								
04	Clearance and remediation								
Totals									

**ATTACHMENT A: PROJECT BUDGET AND ACCOMPLISHMENTS**

NSP STRATEGY 4: Demolition and Clearance/Housing Redevelopment									
ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
ACTIVITY #	ACTIVITY	UNIT	ESTIMATED NUMBER	50% AMI and below	51% to 80% AMI	81% to 120% AMI	NSP \$	OTHER \$	SOURCE(S)
21B	ENGINEERING (if applicable)								
01	Acquisition	HU			2		\$100,000		
02	Disposition				0		\$0		
05	Public Services for housing counseling	HU			2		\$0		
08	Relocation				0		\$0		
13	Homeownership Assistance	HU			2		\$0		
04	Clearance and remediation				0		\$0		
12	Housing Replacement	HU			2		\$0		
Totals					2		\$100,000		

**ATTACHMENT A: PROJECT BUDGET AND ACCOMPLISHMENTS**

**NSP STRATEGY 5: Housing Acquisition/Rehabilitation of homes for lease to individuals and families with incomes less than 120 percent of AMI. This page must include funds set-aside for individuals and families with incomes less than 50 percent of AMI.**

ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET			
ACTIVITY #	ACTIVITY	UNIT	ESTIMATED NUMBER	50% AMI and below	51% to 80% AMI	81% to 120% AMI	Total NSP \$ for activities that will benefit persons at or below 50% AMI	REGULAR NSP \$	OTHER \$	SOURCE(S)
21B	ENGINEERING									
01	Acquisition	HU	13	13	0	0	\$802,546	\$354,304.86		
14A	Rehabilitation – Single Family	HU	3	3	0	0	\$46,300.85	\$10,720.85		
14B	Rehabilitation – Multi Family	HU	10	10	0	0	\$154,336.15	\$35,736.15		
02	Disposition		0	0	0	0	\$0	\$0		
08	Relocation		0	0	0	0	\$0	\$0		
Totals			13	13	0	0	\$1,003,183	\$400,761.86		

**ATTACHMENT A: ACTIVITY AND BUDGET SUMMARY**

<b>SUMMARY OF ALL ACTIVITIES</b>										
This form <u>must</u> reflect the summary of all activities to be undertaken as well as administrative costs (not to exceed 6.8% of the allocation). Project delivery administrative costs should be included in the activity budget (not the Administration line item). For example, all costs related to the specific acquisition of a residential property should be included in the acquisition budget.										
ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET			
ACTIVITY #	ACTIVITY	UNIT	ESTIMATED NUMBER	50% AMI and below	51% to 80% AMI	81% to 120% AMI	Total NSP \$ for activities that will benefit persons at or below 50% AMI	REGULAR NSP \$	OTHER \$	SOURCE(S)
21A	ADMINISTRATION							\$221,573.52		
21B	ENGINEERING						0	0		
01	Acquisition	HU	29	14	15	0	\$802,546	\$1,782,112.80		
14A	Rehabilitation – Single Family	HU	6	4	2	0	\$46,300.85	\$33,617.85		
14B	Rehabilitation – Multi Family	HU	23	10	13	0	\$154,336.15	\$35,736.15		
02	Disposition		0	0	0	0	\$0	\$0		
05	Public Services for Housing Counseling	HU	15	0	15	0	\$0	\$0		
08	Relocation		0	0	0	0	\$0	\$0		
13	Homeownership Assistance (including Administrative Expenses to Facilitate Homeownership)	HU	16	1	15	0	\$0	\$182,211.68		
04	Clearance and Remediation		0	0	0	0	\$0	\$0		
<b>Totals</b>			29	14	15	0	\$1,003,183	\$2,255,252		

**Attachment B**  
**Program Statutes and Regulations**

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

**Section I: State and Federal Statutes and Regulations**

- |  |  |
|--|--|
| <p>1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570.602;</p> <p>2. Florida Small and Minority Business Act, s. 288.702-288.714, F.S.;</p> <p>3. Florida Coastal Zone Protection Act, s. 161.52-161.58, F.S.;</p> <p>4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;</p> <p>5. Title I of the Housing and Community Development Act of 1974, as amended</p> <p>6. Treasury Circular 1075 regarding drawdown of NSP funds</p> <p>7. Sections 290.0401-290.049, F.S.;</p> <p>8. Rule Chapter 9B-76, Fla. Admin. Code.;</p> <p>9. Department of Community Affairs Technical Memorandums;</p> <p>10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;</p> <p>11. Single Audit Act of 1984;</p> <p>12. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;</p> <p>13. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 CFR Part 800);</p> <p>14. Preservation of Archaeological and Historical Data Act of 1966;</p> <p>15. Executive Order 11593 - Protection and Enhancement of Cultural Environment;</p> <p>16. Reservoir Salvage Act;</p> <p>17. Safe Drinking Water Act of 1974, as amended;</p> <p>18. Endangered Species Act of 1958, as amended;</p> <p>19. Executive Order 12898 - Environmental Justice</p> <p>20. Executive Order 11988 and 24 CFR Part 55 - Floodplain Management;</p> <p>21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et. seq.);</p> <p>22. Executive Order 11980 - Protection of Wetlands;</p> <p>23. Coastal Zone Management Act of 1968, as amended;</p> <p>24. Wild and Scenic Rivers Act of 1968, as amended;</p> <p>25. Clean Air Act of 1977;</p> <p>26. HUD Environmental Standards (24 CFR Part 58);</p> <p>27. Farmland Protection Policy Act of 1981;</p> <p>28. Clean Water Act of 1977;</p> <p>29. Davis - Bacon Wage Rate Act;</p> <p>30. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.;</p> <p>31. The Wildlife Coordination Act of 1958, as amended;</p> <p>32. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.);</p> <p>33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, and Standards, 24 CFR Part 51, Subpart B;</p> | <p>34. Flood Disaster Protection Act of 1973, P.L. 92-234;</p> <p>35. Protection of Historic and Cultural Properties under HUD Programs, 24 CFR Part 59;</p> <p>36. Coastal Zone Management Act of 1972, P.L. 92-583;</p> <p>37. Architectural and Construction Standards;</p> <p>38. Architectural Barriers Act of 1968, 42 U.S.C. 4151;</p> <p>39. Executive Order 11296, relating to evaluation of flood hazards;</p> <p>40. Executive Order 11288, relating to prevention, control and abatement of water pollution;</p> <p>41. Cost-Effective Energy Conservation Standards, 24 CFR Part 39;</p> <p>42. Section 8 Existing Housing Quality Standards, 24 CFR Part 882;</p> <p>43. Coastal Barrier Resource Act of 1982;</p> <p>44. Federal Fair Labor Standards Act, 29 U.S.C., s. 201 et. seq.;</p> <p>45. Title VI of the Civil Rights Act of 1964 - Non-discrimination;</p> <p>46. Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing;</p> <p>47. Age Discrimination Act of 1975;</p> <p>48. Executive Order 12892- Fair Housing</p> <p>49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;</p> <p>50. Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8;</p> <p>51. Executive Order 11063 - Equal Opportunity In Housing;</p> <p>52. Executive Order 11246 - Non-discrimination;</p> <p>53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment/Training of Lower Income Residents and Local Business Contracting;</p> <p>54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 CFR Part 24;</p> <p>55. Copeland Anti-Kickback Act of 1934;</p> <p>56. Hatch Act;</p> <p>57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.);</p> <p>58. OMB Circulars A-87, A-102, A-122, and A-133, as revised;</p> <p>59. Administrative Requirements for Grants, 24 CFR Part 85;</p> <p>60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 CFR Part 12.</p> <p>61. Title III of Division B of the Housing Recovery and Economic Act of 2008 (HERA), P.L. 110-289.</p> <p>62. Approved State of Florida 2008 Action Plan Substantial Amendment.</p> <p>63. Federal Register Notice Numbers 5255-N-01 and 5255-N-02.</p> |
|--|--|

**Attachment C**  
**Recordkeeping**

Not Applicable



## **Attachment D**

### **Reports**

The following reports must be completed and submitted to the Department in the time frame indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (10) of this Agreement.

1. The Contractual Obligation and MBE Report must be submitted to the Department by April 15 and October 15 annually. The form must reflect all contractual activity for the period. If no activity has taken place during the reporting period, the form must indicate "no activity".
2. A Monthly Progress Report must be submitted to the Department fifteen (15) days after the end of the month on the report form provided by the Department. The report is due on the 15<sup>th</sup> of the following month.
3. The Administrative Closeout Package must be submitted to the Department forty-five (45) days after the Agreement termination date.
4. In accordance with OMB Circular A-133, revised, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with OMB Circular A-133 and submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year.
5. The Section 3 Summary Report must be completed and submitted to the Department by July 31 annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.

**Attachment E**  
**Justification of Advance Payment**

Not Applicable

**Document1 Attachment F**  
**Warranties and Representations**

**Financial Management**

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

### Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

### Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

### Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

**Attachment G**

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Contractor's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

\_\_\_\_\_  
(Sub-Contractor's Name)

\_\_\_\_\_  
(Recipient's Name)

\_\_\_\_\_  
(Authorized Signature)

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

\_\_\_\_\_  
(Print Name and Title)

10DB-4X-01-56-01-F 18  
(DCA Contract Number)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip)

**Attachment H**  
**Statement of Assurances**

Not Applicable

**Attachment I**  
**Activity Work Plans**



**NEIGHBORHOOD STABILIZATION PROGRAM/CDBG  
DEPARTMENT OF COMMUNITY AFFAIRS  
ACTIVITY WORK PLAN**

**RECIPIENT  
CONTRACT NO.**

**Okaloosa County  
10DB-4X-01-56-01-F 18**

**DATE PREPARED  
ACTIVITY BUDGET \$**

**August 2009  
3,258,435.00**

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
Jan-09	Mar-2013	Okaloosa County Administrative cost			\$221,573.58
Jul-09	Sep-09	Unspecified Site Strategy/ Environmental Reviews			
Sep-09	Sep-09	Public notice for RROF			
Aug-09	Sep-09	Agreement with DCA			
Aug-09	Nov-09	Sub recipient Agreements with Habitat and CDC			
Sep-09	Nov-09	Procurement of professional services( realtors, appraiser)			
Oct-09	Dec-09	Site specific environmental review Checklist			

Oct-09	Dec-09	Acquisition of Foreclosed homes			\$2,584,658.80
Oct-09	Jan-10	Procurement of Contractor			
Oct-09	Dec -12	Rehabilitation of Homes			\$269,991
Oct-09	Dec-12	Identify eligible housing beneficiaries and provide HUD approved training			
Oct-09	Dec-09	Fair Housing Workshop			
Dec-09	Feb-13	All homes rented or sold	29		

Note: More than one activity may be included per form.

(Rev. Aug 2004)

## **Attachment J**

### **Program and Special Conditions**

1. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget/activity line items as defined on Attachment A (Budget) and Attachment I (Work Plans).
2. If necessary, the Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Subgrant Application submitted to the Department, unless pre-agreement costs were approved in writing.
4. For each professional services contract for which NSP funding will be requested, the Recipient shall submit a copy of the following procurement documents:
  - a. Public notice of the request for proposals, including an affidavit of publication;
  - b. List of entities to whom a notification of the request for proposals was provided by mail or fax (if applicable);
  - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
  - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the Recipient (only if short-listing procedure used);
  - e. Completed and signed final evaluation/ranking forms;
  - f. Recipient minutes approving contract award;
  - g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
  - h. Contract (signed or proposed);

- i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
  - j. If a protest was filed, a copy of the protest and documentation of resolution;
  - k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000. Additionally, the Recipient shall not enter into a contract to be paid with NSP funds based on a sole source or single proposal procurement without prior written approval from the Department. Failure to secure prior written approval shall relieve the Department of any obligation to fund said contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient.
  - l. If a regional planning council or local government is performing services, the Recipient shall submit only a copy of the contract and cost analysis information; and
  - m. If professional services procurement will not be undertaken, advise the Department in writing no later than ninety days from the effective date.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed fifty thousand dollars (\$50,000), no later than ninety days from the effective date of this Agreement, the Recipient shall complete the following:
  - a. The documentation required in paragraph 3 above for any professional services contract.
  - b. Comply with procedures set forth in 24 CFR Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 CFR Sections 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a Notice of Removal of Environmental Conditions.
5. The Recipient shall obtain approval from the Department prior to requesting NSP funds for engineering activities and costs which are additional engineering as defined in Rule Chapter 9B-76, Florida Administrative Code.
6. Should the Recipient undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice

to the property owner of his or her rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that the Department can determine whether remedial action may be needed. This program condition shall remain in effect until the Recipient is released by the Department through written notification.

7. The Recipient will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR Part 24, except as those provisions are modified by the Notice for the NSP program published by HUD. NSP requires an exception to the Uniform Relocation Act and purchase price requirements under CDBG regulations. URA requires that sellers of property acquired with CDBG funds be paid an amount equal to the appraised value of the property. Properties receiving NSP funds must be purchased at a price which is at least 1% less than the current appraised value of the property. An appraisal by the purchasing entity is required and must have been done within 60 days of any offer. All other URA requirements, including relocation, continue to apply.
8. If applicable, the Recipient shall, prior to the disbursement of any NSP administrative funds exceeding \$50,000., provide to the Department a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish to the Department, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$25,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until the Department has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
9. The Recipient shall affirmatively further fair housing, which means that it shall conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard. The Recipient shall annually undertake an activity to affirmatively further fair housing pursuant to 24 CFR Section 570.487(b)(4). "Annually" shall be defined as an activity for each year or one-third thereof from the effective date of the Agreement to the date of submission of the administrative closeout package.-
10. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with NSP funds for a period of five (5) years.

11. Any interest in real property (excluding easements) which is assisted, acquired or improved with NSP funds shall be subject, at a minimum, to the affordability requirements of 24 CFR Sections 252 and 254. The restrictive covenants shall be recorded in the public records of the county where the real property is located, and shall be enforceable with respect to the real property for the entire period of affordability. This restriction shall limit the use of that real property to the use stated in the Sub-grant Application. Any future disposition of that real property shall be in accordance with 24 CFR Section 85.31. Any future change of use shall be in accordance with 24 CFR Section 570.489(j).
12. The activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K, and R. For structures constructed prior to 1978, the Recipient shall require that appropriate abatement procedures will be undertaken if lead-based paint is found on a structure scheduled for rehabilitation in whole or in part with NSP funds and that the owners and/or occupants of the building will be advised:
  - a. The property may contain lead-based paint;
  - b. The hazards of lead-based paint;
  - c. The symptoms and treatment of lead poisoning;
  - d. The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
  - e. The need for and availability of blood lead-level screening for children under seven years of age; and
13. The Recipient shall comply with the historic preservation requirements of 24 CFR 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to Section 102(b), Public Law 101-235, 42 U.S.C. Section 3545, the Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
  - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or NSP funded activity; and
  - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or ten percent (10%) of the grant, whichever is less.

15. A final Form HUD 2880, if required, shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; NSP financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 CFR. 570.489(h).
17. The Recipient shall take photographs or video of all activity locations prior to initiating any NSP-assisted activity. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to the Department with the administrative closeout package.
18. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package, and a copy of the certification shall be submitted with the administrative closeout package.
19. The Recipient warrants that it possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.
20. The Recipient shall comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR Part 135.
21. The Recipient will comply with the requirement that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income. All funds allocated to assist the NSP Low-Income (NSPLI) target population must be used to provide rental housing for those individuals and families whose incomes do not exceed 50 percent of area median income.
22. The Recipient will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing such costs against properties owned and occupied by persons of low- or moderate-income. No fee may be charged or assessed as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the portion of a fee or assessment attributable to the capital costs of public improvements assisted in part with NSP funds or financed from other revenue

sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

23. The Recipient certifies that it has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from, a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
24. The NSP grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
25. The Recipient acknowledges and agrees to comply with the requirement that all purchases of foreclosed or abandoned property must be purchased at a price which is at least 1% below appraised value for individual purchase transactions, with the appraisal being conducted within 60 days of the final offer to the purchase being made.

#### **Mitigation of fraud, waste and abuse**

26. Recipient shall warrant and assure that no entity receiving NSP funds has been convicted of a State or Federal felony crime involving fraud, bribery, theft, misrepresentation of material fact, misappropriation of funds, or similar criminal offenses within ten years preceding execution of this Agreement.
27. Recipient shall warrant and assure that no entity receiving NSP funding has defaulted on any obligation covered by a surety or performance bond, or been the subject of a claim under an employee fidelity bond.
28. Recipient shall warrant and assure that no developer (non-profit or for-profit) receiving NSP funds has defaulted on a mortgage or had a mortgage foreclosed during the five years preceding the date of execution of this Agreement.



29. Recipient shall warrant and assure that no entity receiving NSP funds has unresolved findings that were raised as a result of any Department or HUD audit, management review, or other government investigation concerning the entity, its developments, or contracts.
30. Recipient shall warrant and assure that no entity receiving NSP funds has been in breach of any agreement relating to construction, rehabilitation, use, operation, management, or disposition of real property, or had payments suspended or terminated under any state or federal assistance contract.
31. The Department reserves the right to require the Recipient to contract with a third party management or accounting entity to audit any or all real estate and financial transactions involving NSP funds.

#### **Use of Third Party Entities**

1. Before disbursing any NSP funds to any entity, the Recipient must enter into a written agreement with that entity. Before disbursing any NSP funds to any entity, the Recipient must either directly or indirectly oversee the execution of written agreements with that entity, including sub-recipients, contractors, and property owners, that ensure the proper use of funds and compliance with applicable regulations. Sub-recipients must also enter into, or oversee the execution of, written agreements with or between any contractors, property owners, or other entities, prior to disbursing NSP funds.
2. The Recipient shall monitor the day-to-day operations of sub-recipient activities to assure compliance with applicable Federal requirements and performance goals. Recipient monitoring must cover each NSP strategy, function, or activity.

#### **Housing Rehabilitation Standards**

1. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973. This documentation must address, at a minimum, elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a floodplain that is rehabilitated to any extent with NSP funds shall be insured under the National Flood Insurance Program until at least submission of the administrative closeout package.
2. The Recipient must comply with the NSP Housing Assistance Plan (HAP) that was provided to the Department as part of the application process. The Recipient agrees that this Housing Assistance Plan will be followed unless waived by the local governing body and approved by the Department. Department approval is required for HAP revisions made after application deadline.

3. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors who are properly licensed by the State of Florida, Department of Business and Professional Regulation and any local government agency responsible for oversight.
5. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor and a representative of the local government prior to initiation of work based on that change order.
6. To document completion of construction, each housing unit case file shall contain the following information:
  - a. A statement from the contractor that all items on the initial work write-up and those modified through change orders are complete;
  - b. An acknowledgment that the housing unit meets the applicable local code and Section 8 Housing Quality Standards, signed and dated by the local building inspector or the local government's housing rehabilitation specialist;
  - c. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or their representative refuse to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal;
7. Recipients are responsible for verifying and maintaining documentation verifying that households receiving direct benefit, in the form of hook-ups to potable water and/or sewage collection lines, meet program requirements regarding the low-, moderate- and middle income national objective. The filing system must be maintained locally and at a minimum contain the following:
  - a. The name of the owner, the address of the property, and family size;
  - b. The method and source of how household income was verified;
  - c. Documentation that reflects the income of the household is below NSP income limits based on family size;
  - d. The method and source of home ownership was verified with official documentation; and,

- e. An acceptable written agreement with the owner(s) as to affordability and subsequent rate increase, if rental property is involved.

The information must be maintained for review and verification during on-site monitoring visits; and,

- 8. The following data will be provided by housing unit as part of the administrative closeout for each NSP activity providing direct benefit (i.e. down payment assistance, temporary relocation, rehabilitation, etc.) and summarized by activity and submitted with the administrative closeout package:
  - a. Address of each housing unit acquired and/or rehabilitated with NSP funds, the date the construction or sale was completed on the housing unit, and the amount of NSP funds spent on that housing unit;
  - b. Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMMI status of the household;
  - c. The number of occupants in the household, categorized by gender; and
  - d. The racial demographics of the household by number (white, black, Hispanic, Asian/Pacific Islander, Hasidic Jew or American Indian/Alaskan native.

**Attachment K**  
**Signature Authorization Form**

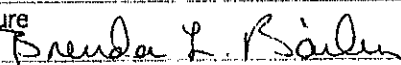
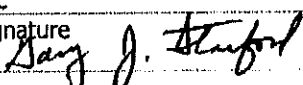
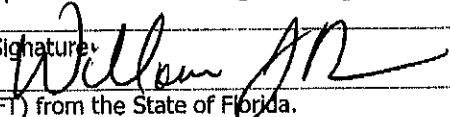
## Attachment K

**Department of Community Affairs**  
**Neighborhood Stabilization Program**  
**Florida Small Cities Community Development Block Grant (CDBG) Program** **CDBG**

**SIGNATURE AUTHORITY FORM**

2009 OCT 29 PM 3: 57

*Submit an original Signature Authority Form with each contract.*

Recipient Okaloosa County Board of County Commissioners	Contract # 10DB-4X-01-56-01-F 18	Local Government DUNS Number 613277649
Mailing Address (Street or Post Office Box) 1804 Lewis Turner Blvd. Suite 206		
City, State and Zip Code Fort Walton Beach, Florida 32547		
Project Contact Person Abra McGill	Telephone # (850) 833-9173	E-mail Address amcgill@co.okaloosa.fl.us
Financial Contact Person Brenda L. Bailey	Telephone # (850) 651-7200-4381	E-mail Address bbailey@clerkofcourts.cc
Requests for Funds (RFFs) from the Florida Small Cities CDBG Program require ( <i>check one</i> ): <input checked="" type="checkbox"/> <b>one signature</b> <input type="checkbox"/> <b>two signatures</b> of individuals authorized below. No more than two individuals can be authorized to use FloridaPAPERS. <b>CDBG contracts require that at least one (1) RFFs must be submitted each quarter and should reflect all expenditures incurred during that reporting period.</b>		
Typed Name Brenda L. Bailey	Date 10-20-09	Signature 
<input checked="" type="checkbox"/> Check here if the above person will be the designated FloridaPAPERS user.	E-mail Address bbailey@clerkofcourts.cc	
Typed Name Gary Stanford	Date 10/20/09	Signature 
<input type="checkbox"/> Check here if the above person will be the designated FloridaPAPERS user.	E-mail Address gstanford@clerkofcourts.cc	
Typed Name	Date	Signature
<input type="checkbox"/> Check here if the above person will be the designated FloridaPAPERS user.	E-mail Address	
I certify, as the recipient's Chief Elected Official, that the above signatures are of the individuals authorized to sign Requests for Funds and to submit RFF's electronically to the Small Cities Community Development Block Grant Program using FloridaPAPERS.		
Typed Name William J. Roberts, III	Date	Signature 
<input checked="" type="checkbox"/> Check here if your local government utilizes Electronic Funds Transfer (EFT) from the State of Florida.		
<input checked="" type="checkbox"/> Check here if your local government will be working on a reimbursement basis.		
<input type="checkbox"/> If this signature authority form pertains to a <u>housing</u> grant, check here if your local government will use an escrow account for housing activities.		
CDBG payments to local governments using EFT are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. Please call the CDBG Program at 850/922-1878 or 487-3644 if you have questions. You can check the status of your deposit at the Comptroller's website: <a href="http://flair.dbf.state.fl.us/">http://flair.dbf.state.fl.us/</a> .		
Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.		
Name of Financial Institution	Account Number	
Street Address or Post Office Box	Telephone Number	
City, State and Zip Code		

1:17 PM  
12/31/18  
Cash Basis

**Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018**

	301 Dahlquist	309 Dahlquist	2071 Villa Palms circle (Palm Village)	2073 Villa Palms circle (Palm Village)	2075 Villa Palms Circle (Palm Village)	2077 Villa Palms Circle (Palm Village)
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
47400 - Rental Income (Rents received)						
70300 - Late Fees Income (Income fr	0.00	0.00	17.54	0.00	0.00	0.00
47400 - Rental Income (Rents receiv	0.00	900.00	262.46	805.00	805.00	805.00
<b>Total 47400 - Rental Income (Rents recei</b>	<b>0.00</b>	<b>900.00</b>	<b>300.00</b>	<b>805.00</b>	<b>805.00</b>	<b>805.00</b>
<b>Total Income</b>	<b>0.00</b>	<b>900.00</b>	<b>300.00</b>	<b>805.00</b>	<b>805.00</b>	<b>805.00</b>
<b>Gross Profit</b>	<b>0.00</b>	<b>900.00</b>	<b>300.00</b>	<b>805.00</b>	<b>805.00</b>	<b>805.00</b>
<b>Expense</b>						
60000 - Administrative (Includes all administrative expenses)						
64100 - Management Fees- ODCG (Fees paid to outside company for property management)						
64110 - Greg Chapel AME MGT	0.00	0.00	0.00	0.00	0.00	0.00
64120 - Macedonia Mgt Fee	0.00	0.00	0.00	0.00	0.00	0.00
64100 - Management Fees- ODC	0.00	90.00	30.00	80.50	80.50	80.50
<b>Total 64100 - Management Fees- OC</b>	<b>0.00</b>	<b>90.00</b>	<b>30.00</b>	<b>80.50</b>	<b>80.50</b>	<b>80.50</b>
<b>Total 60000 - Administrative (Includes all</b>	<b>0.00</b>	<b>90.00</b>	<b>30.00</b>	<b>80.50</b>	<b>80.50</b>	<b>80.50</b>
64200 - Maintenance						
64200.2 - Repairs	0.00	0.00	0.00	0.00	0.00	0.00
64200.4 - Major Appliance Replacem	0.00	0.00	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	0.00	0.00	18.61	18.61	18.61	18.61
64200.8 - Finance Charges (The fina	0.00	0.00	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00
69000 - Lawn Maintenance- Palm Vil	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 64200 - Maintenance</b>	<b>0.00</b>	<b>0.00</b>	<b>18.61</b>	<b>18.61</b>	<b>18.61</b>	<b>18.61</b>
66000 - Payroll Expense						
66000.1 - Maintenance Payroll Expe	78.90	19.38	0.00	0.00	0.00	0.00
<b>Total 66000 - Payroll Expense</b>	<b>78.90</b>	<b>19.38</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
66700 - Professional Fees (Payments to	0.00	0.00	0.00	0.00	0.00	0.00
68000 - Taxes & Insurance	0.00	0.00	20.00	20.00	20.00	20.00
68801 - Operating Expenses						
68800 - Electric, Water, garbage (Wa	60.00	0.00	0.00	0.00	0.00	0.00
69100 - Pest Control	0.00	0.00	34.50	34.50	34.50	34.50
<b>Total 68801 - Operating Expenses</b>	<b>60.00</b>	<b>0.00</b>	<b>34.50</b>	<b>34.50</b>	<b>34.50</b>	<b>34.50</b>
<b>Total Expense</b>	<b>138.90</b>	<b>109.38</b>	<b>103.11</b>	<b>153.61</b>	<b>153.61</b>	<b>153.61</b>
<b>Net Ordinary Income</b>	<b>-138.90</b>	<b>790.62</b>	<b>196.89</b>	<b>651.39</b>	<b>651.39</b>	<b>651.39</b>
<b>Other Income/Expense</b>						
<b>Other Expense</b>						
67201 - Transferred to reserve CHOC (Funds t	0.00	0.00	0.00	0.00	0.00	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>-138.90</b>	<b>790.62</b>	<b>196.89</b>	<b>651.39</b>	<b>651.39</b>	<b>651.39</b>

1:17 PM  
12/31/18  
Cash Basis

**Okaloosa CDC CHOC**  
**Profit & Loss by Class**  
December 2018

	2079 Villa Palms Circle (Palm Village)	2081 Villa Palms Circle (Palm Village)	2085 Villa Palms Circle (Palm Village)	2087 Villa Palms Circle (Palm Village)	2089 Villa Palms Circle (Palm Village)	2091 Villa Palms Circle (Palm Village)
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
47400 - Rental Income (Rents received)						
70300 - Late Fees Income (Income fr	0.00	0.00	0.00	0.00	0.00	0.00
47400 - Rental Income (Rents receiv	805.00	0.00	736.00	0.00	900.00	766.02
<b>Total 47400 - Rental Income (Rents recei</b>	<b>805.00</b>	<b>0.00</b>	<b>736.00</b>	<b>0.00</b>	<b>900.00</b>	<b>766.02</b>
<b>Total Income</b>	<b>805.00</b>	<b>0.00</b>	<b>736.00</b>	<b>0.00</b>	<b>900.00</b>	<b>766.02</b>
<b>Gross Profit</b>	<b>805.00</b>	<b>0.00</b>	<b>736.00</b>	<b>0.00</b>	<b>900.00</b>	<b>766.02</b>
<b>Expense</b>						
60000 - Administrative (includes all admin						
64100 - Management Fees - OCDC (F						
64110 - Greg Chapel AME MGT	0.00	0.00	0.00	0.00	0.00	0.00
64120 - Macedonia's Mgt Fee	0.00	0.00	0.00	0.00	0.00	0.00
64100 - Management Fees - OGD	80.50	0.00	73.60	0.00	90.00	76.60
<b>Total 64100 - Management Fees - OC</b>	<b>80.50</b>	<b>0.00</b>	<b>73.60</b>	<b>0.00</b>	<b>90.00</b>	<b>76.60</b>
<b>Total 60000 - Administrative (includes all</b>	<b>80.50</b>	<b>0.00</b>	<b>73.60</b>	<b>0.00</b>	<b>90.00</b>	<b>76.60</b>
64200 - Maintenance						
64200.2 - Repairs	0.00	0.00	0.00	0.00	0.00	0.00
64200.4 - Major Appliance Replacem	0.00	0.00	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	202.60	18.82	22.33	22.33	22.33	22.33
64200.8 - Finance Charges (The fina	0.00	0.00	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00
69800 - Lawn Maintenance- Palm Vil	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 64200 - Maintenance</b>	<b>202.60</b>	<b>18.82</b>	<b>22.33</b>	<b>22.33</b>	<b>22.33</b>	<b>22.33</b>
66000 - Payroll Expense						
66000.1 - Maintenance Payroll Expel	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 66000 - Payroll Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
65700 - Professional Fees (Payments to	0.00	0.00	0.00	0.00	0.00	0.00
68000 - Taxes & Insurance	20.00	20.00	20.00	20.00	20.00	20.00
68601 - Operating Expenses						
68600 - Electric, Water, garbage (Wa	0.00	0.00	0.00	0.00	0.00	0.00
69100 - Pest Control	34.50	34.50	34.50	34.50	34.50	34.50
<b>Total 68601 - Operating Expenses</b>	<b>34.50</b>	<b>34.50</b>	<b>34.50</b>	<b>34.50</b>	<b>34.50</b>	<b>34.50</b>
<b>Total Expense</b>	<b>337.60</b>	<b>73.12</b>	<b>150.43</b>	<b>76.83</b>	<b>166.83</b>	<b>153.43</b>
<b>Net Ordinary Income</b>	<b>467.40</b>	<b>-73.12</b>	<b>585.57</b>	<b>-76.83</b>	<b>733.17</b>	<b>612.59</b>
<b>Other Income/Expense</b>						
<b>Other Expense</b>						
67201 - Transferred to reserve CHOC (Funds t	0.00	0.00	0.00	0.00	0.00	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>467.40</b>	<b>-73.12</b>	<b>585.57</b>	<b>-76.83</b>	<b>733.17</b>	<b>612.59</b>

1:17 PM  
12/31/18  
Cash Basis

**Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018**

	2093 Villa Palms Circle (Palm Village)	2095 Villa Palms Circle (Palm Village)	Palm Village - Other (Palm Village)	Total Palm Village	Reserve Account	372 Crooked Pine (Gregg Chapel Rolling Pines)
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
47400 - Rental Income (Rents received)						
70300 - Late Fees Income (Income fr	0.00	0.00	0.00	17.54	0.00	0.00
47400 - Rental Income (Rents receiv	0.00	729.77	0.00	6,634.25	0.00	805.00
<b>Total 47400 - Rental Income (Rents recei</b>	<b>0.00</b>	<b>729.77</b>	<b>0.00</b>	<b>6,651.79</b>	<b>0.00</b>	<b>805.00</b>
<b>Total Income</b>	<b>0.00</b>	<b>729.77</b>	<b>0.00</b>	<b>6,651.79</b>	<b>0.00</b>	<b>805.00</b>
<b>Gross Profit</b>	<b>0.00</b>	<b>729.77</b>	<b>0.00</b>	<b>6,651.79</b>	<b>0.00</b>	<b>805.00</b>
<b>Expense</b>						
60000 - Administrative (Includes all admin						
64100 - Management Fees- OCDC (F						
64110 - Greg Chapel AME MGT	0.00	0.00	0.00	0.00	0.00	80.50
64120 - Macedonia Mgt Fee	0.00	0.00	0.00	0.00	0.00	0.00
64100 - Management Fees- OCC	0.00	72.98	0.00	665.18	0.00	0.00
<b>Total 64100 - Management Fees- OC</b>	<b>0.00</b>	<b>72.98</b>	<b>0.00</b>	<b>665.18</b>	<b>0.00</b>	<b>80.50</b>
<b>Total 60000 - Administrative (Includes all</b>	<b>0.00</b>	<b>72.98</b>	<b>0.00</b>	<b>665.18</b>	<b>0.00</b>	<b>80.50</b>
64200 - Maintenance						
64200.2 - Repairs	0.00	0.00	0.00	0.00	0.00	0.00
64200.4 - Major Appliance Replacem	0.00	0.00	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	22.33	22.35	0.00	429.66	0.00	16.87
64200.8 - Finance Charges (The fina	0.00	0.00	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00
69000 - Lawn Maintenance- Palm VII	0.00	0.00	725.00	725.00	0.00	0.00
<b>Total 64200 - Maintenance</b>	<b>22.33</b>	<b>22.35</b>	<b>725.00</b>	<b>1,154.66</b>	<b>0.00</b>	<b>16.87</b>
66000 - Payroll Expense						
66000.1 - Maintenance Payroll Expe	0.00	0.00	39.68	39.68	0.00	0.00
<b>Total 66000 - Payroll Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>39.68</b>	<b>39.68</b>	<b>0.00</b>	<b>0.00</b>
68700 - Professional Fees (Payments to	0.00	0.00	150.00	150.00	0.00	0.00
68800 - Taxes & Insurance	20.00	20.00	0.00	240.00	0.00	0.00
68801 - Operating Expenses						
68600 - Electric, Water, garbage (Wa	0.00	0.00	57.04	57.04	0.00	0.00
69100 - Pest Control	34.50	34.50	105.00	519.00	0.00	0.00
<b>Total 68801 - Operating Expenses</b>	<b>34.50</b>	<b>34.50</b>	<b>162.04</b>	<b>576.04</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Expense</b>	<b>76.83</b>	<b>149.83</b>	<b>1,076.72</b>	<b>2,825.66</b>	<b>0.00</b>	<b>97.37</b>
<b>Net Ordinary Income</b>	<b>-76.83</b>	<b>579.94</b>	<b>-1,076.72</b>	<b>3,826.23</b>	<b>0.00</b>	<b>707.63</b>
<b>Other Income/Expense</b>						
<b>Other Expense</b>						
67201 - Transferred to reserve CHOC (Funds t	0.00	0.00	0.00	0.00	16,782.48	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>16,782.48</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-16,782.48</b>	<b>0.00</b>
<b>Net Income</b>	<b>-76.83</b>	<b>579.94</b>	<b>-1,076.72</b>	<b>3,826.23</b>	<b>-16,782.48</b>	<b>707.63</b>



1:17 PM  
12/31/18  
Cash Basis

**Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018**

	374 Crooked Pine (Gregg Chapel Rolling Pines)	376 Crooked Pine (Gregg Chapel Rolling Pines)	378 Crooked Pines (Gregg Chapel Rolling Pines)	380 Crooked Pine (Gregg Chapel Rolling Pines)
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
47400 - Rental Income (Rents received)				
70300 - Late Fees Income (Income fr	0.00	0.00	0.00	0.00
47400 - Rental Income (Rents receiv	613.32	0.00	0.00	805.00
<b>Total 47400 - Rental Income (Rents recei</b>	<b>613.32</b>	<b>0.00</b>	<b>0.00</b>	<b>805.00</b>
<b>Total Income</b>	<b>613.32</b>	<b>0.00</b>	<b>0.00</b>	<b>805.00</b>
<b>Gross Profit</b>	<b>613.32</b>	<b>0.00</b>	<b>0.00</b>	<b>805.00</b>
<b>Expense</b>				
60000 - Administrative (Includes all admini				
64100 - Management Fees- ODDC (F				
64110 - Greg Chapel AME MGT	61.33	0.00	0.00	80.50
64120 - Macedonia Mgt Fee	0.00	0.00	0.00	0.00
64100 - Management Fees- ODD	0.00	0.00	0.00	0.00
<b>Total 64100 - Management Fees- OC</b>	<b>61.33</b>	<b>0.00</b>	<b>0.00</b>	<b>80.50</b>
<b>Total 60000 - Administrative (Includes all</b>	<b>61.33</b>	<b>0.00</b>	<b>0.00</b>	<b>80.50</b>
64200 - Maintenance				
64200.2 - Repairs	0.00	0.00	0.00	0.00
64200.4 - Major Appliance Replacem	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	16.87	16.87	2,891.87	16.88
64200.8 - Finance Charges (The fina	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00
69000 - Lawn Maintenance - Palm VII	0.00	0.00	0.00	0.00
<b>Total 64200 - Maintenance</b>	<b>16.87</b>	<b>16.87</b>	<b>2,891.87</b>	<b>16.88</b>
66000 - Payroll Expense				
66000.1 - Maintenance Payroll Expe	0.00	0.00	77.51	0.00
<b>Total 66000 - Payroll Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>77.51</b>	<b>0.00</b>
66700 - Professional Fees (Payments to	0.00	0.00	0.00	0.00
68000 - Taxes & Insurance	0.00	0.00	0.00	0.00
88801 - Operating Expenses				
88800 - Electric, Water, garbage (Wa	0.00	0.00	74.88	0.00
69100 - Pest Control	0.00	0.00	0.00	0.00
<b>Total 88801 - Operating Expenses</b>	<b>0.00</b>	<b>0.00</b>	<b>74.88</b>	<b>0.00</b>
<b>Total Expense</b>	<b>78.20</b>	<b>16.87</b>	<b>3,044.26</b>	<b>97.38</b>
<b>Net Ordinary Income</b>	<b>535.12</b>	<b>-16.87</b>	<b>-3,044.26</b>	<b>707.62</b>
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
67201 - Transferred to reserve CHOC (Funds 1	0.00	0.00	0.00	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>535.12</b>	<b>-16.87</b>	<b>-3,044.26</b>	<b>707.62</b>

1:17 PM  
12/31/18  
Cash Basis

**Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018**

	382 Crooked Pine (Gregg Chapel Rolling Pines)	384 Crooked Pine (Gregg Chapel Rolling Pines)	386 Crooked Pine (Gregg Chapel Rolling Pines)	Total Gregg Chapel Rolling Pines (Rolling Pines)
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
47400 - Rental Income (Rents received)				
70300 - Late Fees Income (Income fr	0.00	0.00	0.00	0.00
47400 - Rental Income (Rents receiv	805.00	0.00	0.00	3,028.32
<b>Total 47400 - Rental Income (Rents recei</b>	<b>805.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,028.32</b>
<b>Total Income</b>	<b>805.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,028.32</b>
<b>Gross Profit</b>	<b>805.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,028.32</b>
<b>Expense</b>				
60000 - Administrative (Includes all admini				
64100 - Management Fees- OCDC (F				
64110 - Greg Chapel AME MGT	80.50	0.00	0.00	302.83
64120 - Macadonia Mgt Fee	0.00	0.00	0.00	0.00
64100 - Management Fees- ODC	0.00	0.00	0.00	0.00
<b>Total 64100 - Management Fees- OC</b>	<b>80.50</b>	<b>0.00</b>	<b>0.00</b>	<b>302.83</b>
<b>Total 60000 - Admlstrative (Includes all</b>	<b>80.50</b>	<b>0.00</b>	<b>0.00</b>	<b>302.83</b>
64200 - Maintenance				
64200.2 - Repairs	0.00	0.00	0.00	0.00
64200.4 - Major Appliance Replacem	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	16.88	16.88	16.88	3,010.00
64200.8 - Finance Charges (The fina	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00
69000 - Lawn Maintenance- Palm Vil	0.00	0.00	0.00	0.00
<b>Total 64200 - Maintenance</b>	<b>16.88</b>	<b>16.88</b>	<b>16.88</b>	<b>3,010.00</b>
66000 - Payroll Expense				
86000.1 - Maintenance Payroll Expe	0.00	58.13	0.00	135.64
<b>Total 66000 - Payroll Expense</b>	<b>0.00</b>	<b>58.13</b>	<b>0.00</b>	<b>135.64</b>
66700 - Professional Fees (Payments to	0.00	0.00	0.00	0.00
68000 - Taxes & Insurance	0.00	0.00	0.00	0.00
68601 - Operating Expenses				
88600 - Electric, Water, garbage (Wa	0.00	60.00	0.00	134.88
69100 - Pest Control	0.00	0.00	0.00	0.00
<b>Total 68601 - Operating Expenses</b>	<b>0.00</b>	<b>60.00</b>	<b>0.00</b>	<b>134.88</b>
<b>Total Expense</b>	<b>97.38</b>	<b>135.01</b>	<b>16.88</b>	<b>3,683.35</b>
<b>Net Ordinary Income</b>	<b>707.62</b>	<b>-135.01</b>	<b>-16.88</b>	<b>-555.03</b>
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
67201 - Transferred to reserve CHOC (Funds t	0.00	0.00	0.00	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>707.62</b>	<b>-135.01</b>	<b>-16.88</b>	<b>-555.03</b>

1:17 PM  
12/31/18  
Cash Basis

Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018

	226 Swaying Pine (Macedonia Rolling Pines)	228 Swaying Pine (Macedonia Rolling Pines)	230 Swaying Pine (Macedonia Rolling Pines)	Total Macedonia Rolling Pines (Rolling Pines)	154 Swaying Pine (OCDC Rolling Pines)
Ordinary Income/Expense					
Income					
47400 - Rental Income (Rents received)					
70300 - Late Fees Income (Income fr	0.00	0.00	0.00	0.00	0.00
47400 - Rental Income (Rents receiv	845.00	0.00	0.00	845.00	1,285.00
Total 47400 - Rental Income (Rents recei	845.00	0.00	0.00	845.00	1,285.00
Total Income	845.00	0.00	0.00	845.00	1,285.00
Gross Profit	845.00	0.00	0.00	845.00	1,285.00
Expense					
60000 - Administrative (Includes all admini					
64100 - Management Fees- OCDC (F					
64110 - Greg Chapel AME MGT	0.00	0.00	0.00	0.00	0.00
64120 - Macedonia Mgt Fee	84.50	0.00	0.00	84.50	0.00
64100 - Management Fees- OCDC	0.00	0.00	0.00	0.00	128.50
Total 64100 - Management Fees- OC	84.50	0.00	0.00	84.50	128.50
Total 60000 - Administrative (Includes all	84.50	0.00	0.00	84.50	128.50
64200 - Maintenance					
64200.2 - Repairs	-11.54	0.00	0.00	-11.54	29.94
64200.4 - Major Appliance Replacem	0.00	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	0.00	0.00	0.00	0.00	2,994.79
64200.8 - Finance Charges (The fina	0.00	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00	0.00
69800 - Lawn Maintenance- Palm VII	0.00	0.00	0.00	0.00	0.00
Total 64200 - Maintenance	-11.54	0.00	0.00	-11.54	2,124.73
66000 - Payroll Expense					
66000.1 - Maintenance Payroll Expes	96.89	292.50	0.00	389.39	631.14
Total 66000 - Payroll Expense	96.89	292.50	0.00	389.39	631.14
68700 - Professional Fees (Payments to	0.00	0.00	0.00	0.00	0.00
68000 - Taxes & Insurance	0.00	0.00	0.00	0.00	0.00
68601 - Operating Expenses					
68600 - Electric, Water, garbage (Wa	0.00	60.00	141.83	201.83	0.00
69100 - Pest Control	6.13	6.13	6.24	18.50	6.13
Total 68601 - Operating Expenses	6.13	66.13	148.07	220.33	6.13
Total Expense	175.98	358.63	148.07	682.68	2,990.50
Net Ordinary Income	669.02	-358.63	-148.07	162.32	-1,605.50
Other Income/Expense					
Other Expense					
67201 - Transferred to reserve CHOC (Funds 1	0.00	0.00	0.00	0.00	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00	0.00
Total Other Expense	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00	0.00
Net Income	669.02	-358.63	-148.07	162.32	-1,605.50

1:17 PM  
12/31/18  
Cash Basis

Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018

	174 Swaying Pine (OCDC Rolling Pines)	188 Swaying Pine (OCDC Rolling Pines)	190 Swaying Pines (OCDC Rolling Pines)	194 Swaying Pine (OCDC Rolling Pines)	196 Swaying Pine (OCDC Rolling Pines)	198 Swaying Pine (OCDC Rolling Pines)
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
47400 - Rental Income (Rents received)						
70300 - Late Fees Income (Income fr	0.00	0.00	0.00	0.00	0.00	0.00
47400 - Rental Income (Rents receiv	766.00	681.00	766.00	449.28	402.50	661.50
<b>Total 47400 - Rental Income (Rents recei</b>	<b>766.00</b>	<b>681.00</b>	<b>766.00</b>	<b>449.28</b>	<b>402.50</b>	<b>661.50</b>
<b>Total Income</b>	<b>766.00</b>	<b>681.00</b>	<b>766.00</b>	<b>449.28</b>	<b>402.50</b>	<b>661.50</b>
<b>Gross Profit</b>	<b>766.00</b>	<b>681.00</b>	<b>766.00</b>	<b>449.28</b>	<b>402.50</b>	<b>661.50</b>
<b>Expense</b>						
60000 - Administrative (includes all admini						
64100 - Management Fees- OCDC (F-						
64110 - Greg Chapel AME MGT	0.00	0.00	0.00	0.00	0.00	0.00
64120 - Macedonia Mgt Fee	0.00	0.00	0.00	0.00	0.00	0.00
64100 - Management Fees- OGD	76.60	68.10	76.60	44.93	40.25	66.15
<b>Total 64100 - Management Fees- OC</b>	<b>76.60</b>	<b>68.10</b>	<b>76.60</b>	<b>44.93</b>	<b>40.25</b>	<b>66.15</b>
<b>Total 60000 - Administrative (includes all</b>	<b>76.60</b>	<b>68.10</b>	<b>76.60</b>	<b>44.93</b>	<b>40.25</b>	<b>66.15</b>
64200 - Maintenance						
64200.2 - Repairs	0.00	298.62	0.00	0.00	0.00	0.00
64200.4 - Major Appliance Replacem	0.00	2,402.05	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	0.00	283.74	0.00	0.00	0.00	0.00
64200.8 - Finance Charges (The fina	0.00	0.00	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00
69000 - Lawn Maintenance- Palm Vil	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 64200 - Maintenance</b>	<b>0.00</b>	<b>2,994.41</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
66000 - Payroll Expense						
66000.1 - Maintenance Payroll Expei	0.00	117.19	0.00	38.75	79.35	0.00
<b>Total 66000 - Payroll Expense</b>	<b>0.00</b>	<b>117.19</b>	<b>0.00</b>	<b>38.75</b>	<b>79.35</b>	<b>0.00</b>
66700 - Professional Fees (Payments to	0.00	0.00	0.00	0.00	0.00	0.00
68000 - Taxes & Insurance	0.00	0.00	0.00	0.00	0.00	0.00
68601 - Operating Expenses						
68600 - Electric, Water, garbage (Wa	0.00	42.10	0.00	0.00	0.00	0.00
69100 - Pest Control	6.13	6.13	6.13	6.13	6.13	6.13
<b>Total 68601 - Operating Expenses</b>	<b>6.13</b>	<b>48.23</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>
<b>Total Expense</b>	<b>82.73</b>	<b>3,227.93</b>	<b>82.73</b>	<b>89.81</b>	<b>125.73</b>	<b>72.28</b>
<b>Net Ordinary Income</b>	<b>683.27</b>	<b>-2,546.93</b>	<b>683.27</b>	<b>359.47</b>	<b>276.77</b>	<b>589.22</b>
<b>Other Income/Expense</b>						
<b>Other Expense</b>						
67201 - Transferred to reserve CHOC (Funds t	0.00	0.00	0.00	0.00	0.00	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>683.27</b>	<b>-2,546.93</b>	<b>683.27</b>	<b>359.47</b>	<b>276.77</b>	<b>589.22</b>

1:17 PM  
12/31/18  
Cash Basis

**Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018**

	208 Swaying Pine (OCDC Rolling Pines)	212 Swaying Pine (OCDC Rolling Pines)	214 Swaying Pine (OCDC Rolling Pines)	216 Swaying Pine (OCDC Rolling Pines)	220 Swaying Pine (OCDC Rolling Pines)	224 Swaying Pine (OCDC Rolling Pines)
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
47400 - Rental Income (Rents received)						
70300 - Late Fees Income (Income fr	0.00	0.00	0.00	0.00	0.00	0.00
47400 - Rental Income (Rents receiv	840.00	840.00	673.00	805.00	805.00	660.00
<b>Total 47400 - Rental Income (Rents recei</b>	<b>840.00</b>	<b>840.00</b>	<b>673.00</b>	<b>805.00</b>	<b>805.00</b>	<b>660.00</b>
<b>Total Income</b>	<b>840.00</b>	<b>840.00</b>	<b>673.00</b>	<b>805.00</b>	<b>805.00</b>	<b>660.00</b>
<b>Gross Profit</b>	<b>840.00</b>	<b>840.00</b>	<b>673.00</b>	<b>805.00</b>	<b>805.00</b>	<b>660.00</b>
<b>Expense</b>						
60000 - Administrative (Includes all adminr						
64100 - Management Fees- OCDC (Fr						
64110 - Greg Chapel AME MGT	0.00	0.00	0.00	0.00	0.00	0.00
64120 - Macadonia Mgt Fee	0.00	0.00	0.00	0.00	0.00	0.00
64100 - Management Fees- OCE	84.00	84.00	67.30	80.50	80.50	66.00
<b>Total 64100 - Management Fees- OC</b>	<b>84.00</b>	<b>84.00</b>	<b>67.30</b>	<b>80.50</b>	<b>80.50</b>	<b>66.00</b>
<b>Total 60000 - Administrative (Includes all</b>	<b>84.00</b>	<b>84.00</b>	<b>67.30</b>	<b>80.50</b>	<b>80.50</b>	<b>66.00</b>
64200 - Maintenance						
64200.2 - Repairs	0.00	0.00	0.00	29.94	0.00	0.00
64200.4 - Major Appliance Replacem	0.00	0.00	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	0.00	0.00	0.00	0.00	0.00	0.00
64200.8 - Finance Charges (The fina	0.00	0.00	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00
69000 - Lawn Maintenance- Palm VII	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 64200 - Maintenance</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>29.94</b>	<b>0.00</b>	<b>0.00</b>
66000 - Payroll Expense						
66000.1 - Maintenance Payroll Expe	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 66000 - Payroll Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
66700 - Professional Fees (Payments to .	0.00	0.00	0.00	0.00	0.00	0.00
68000 - Taxes & Insurance	0.00	0.00	0.00	0.00	0.00	0.00
88801 - Operating Expenses						
68600 - Electric, Water, garbage (Wa	0.00	0.00	0.00	0.00	0.00	0.00
69100 - Pest Control	6.13	6.13	6.13	6.13	6.13	6.13
<b>Total 68601 - Operating Expenses</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>
<b>Total Expense</b>	<b>90.13</b>	<b>90.13</b>	<b>73.43</b>	<b>116.57</b>	<b>86.63</b>	<b>72.13</b>
<b>Net Ordinary Income</b>	<b>749.87</b>	<b>749.87</b>	<b>599.57</b>	<b>688.43</b>	<b>718.37</b>	<b>587.87</b>
<b>Other Income/Expense</b>						
<b>Other Expense</b>						
67201 - Transferred to reserve CHOC (Funds t	0.00	0.00	0.00	0.00	0.00	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>749.87</b>	<b>749.87</b>	<b>599.57</b>	<b>688.43</b>	<b>718.37</b>	<b>587.87</b>

1:17 PM  
12/31/18  
Cash Basis

**Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018**

	236 Swaying Pine (OCDC Rolling Pines)	238 Swaying Pine (OCDC Rolling Pines)	242 Swaying Pine (OCDC Rolling Pines)	248 Swaying Pine (OCDC Rolling Pines)	252 Swaying Pine (OCDC Rolling Pines)	256 Swaying Pine (OCDC Rolling Pines)
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
47400 - Rental Income (Rents received)						
70300 - Late Fees Income (Income fr	0.00	26.85	0.00	0.00	0.00	0.00
47400 - Rental Income (Rents receiv	619.69	373.15	524.40	0.00	0.00	300.00
<b>Total 47400 - Rental Income (Rents recei</b>	<b>619.69</b>	<b>400.00</b>	<b>524.40</b>	<b>0.00</b>	<b>0.00</b>	<b>300.00</b>
<b>Total Income</b>	<b>619.69</b>	<b>400.00</b>	<b>524.40</b>	<b>0.00</b>	<b>0.00</b>	<b>300.00</b>
<b>Gross Profit</b>	<b>619.69</b>	<b>400.00</b>	<b>524.40</b>	<b>0.00</b>	<b>0.00</b>	<b>300.00</b>
<b>Expense</b>						
60000 - Administrative (Includes all admin						
64100 - Management Fees- OCDC (F-						
64110 - Greg Chapel AME MGT	0.00	0.00	0.00	0.00	0.00	0.00
64120 - Macedonia Mgt Fee	0.00	0.00	0.00	0.00	0.00	0.00
64100 - Management Fees- OCDC	61.97	40.00	52.44	0.00	0.00	30.00
<b>Total 64100 - Management Fees- OC</b>	<b>61.97</b>	<b>40.00</b>	<b>52.44</b>	<b>0.00</b>	<b>0.00</b>	<b>30.00</b>
<b>Total 60000 - Administrative (Includes all</b>	<b>61.97</b>	<b>40.00</b>	<b>52.44</b>	<b>0.00</b>	<b>0.00</b>	<b>30.00</b>
64200 - Maintenance						
64200.2 - Repairs	0.00	0.00	0.00	0.00	0.00	0.00
64200.4 - Major Appliance Replacem	0.00	0.00	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	0.00	0.00	0.00	0.00	13,740.00	0.00
64200.8 - Finance Charges (The fina	0.00	0.00	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00
63900 - Lawn Maintenance- Palm VII	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 64200 - Maintenance</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,740.00</b>	<b>0.00</b>
66000 - Payroll Expense						
66000.1 - Maintenance Payroll Expe	0.00	156.41	58.13	0.00	59.52	77.51
<b>Total 66000 - Payroll Expense</b>	<b>0.00</b>	<b>156.41</b>	<b>58.13</b>	<b>0.00</b>	<b>59.52</b>	<b>77.51</b>
66700 - Professional Fees (Payments to .	0.00	0.00	0.00	0.00	0.00	0.00
68000 - Taxes & Insurance	0.00	0.00	0.00	0.00	0.00	0.00
68601 - Operating Expenses						
68600 - Electric, Water, garbage (Wa	0.00	0.00	0.00	0.00	137.07	0.00
69100 - Pest Control	6.13	5.13	6.13	6.13	6.13	6.13
<b>Total 68601 - Operating Expenses</b>	<b>6.13</b>	<b>5.13</b>	<b>6.13</b>	<b>6.13</b>	<b>143.20</b>	<b>6.13</b>
<b>Total Expense</b>	<b>68.10</b>	<b>202.54</b>	<b>116.70</b>	<b>6.13</b>	<b>13,942.72</b>	<b>113.64</b>
<b>Net Ordinary Income</b>	<b>551.59</b>	<b>197.46</b>	<b>407.70</b>	<b>-6.13</b>	<b>-13,942.72</b>	<b>186.36</b>
<b>Other Income/Expense</b>						
<b>Other Expense</b>						
67201 - Transferred to reserve CHOC (Funds t	0.00	0.00	0.00	0.00	0.00	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>551.59</b>	<b>197.46</b>	<b>407.70</b>	<b>-6.13</b>	<b>-13,942.72</b>	<b>186.36</b>

1:17 PM  
12/31/18  
Cash Basis

**Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018**

	<u>258 Swaying Pine</u> <u>(OCDC Rolling Pines)</u>	<u>262 Swaying Pine</u> <u>(OCDC Rolling Pines)</u>	<u>285 Swaying Pine</u> <u>(OCDC Rolling Pines)</u>	<u>297 Swaying Pine</u> <u>(OCDC Rolling Pines)</u>	<u>320 Crooked Pine</u> <u>(OCDC Rolling Pines)</u>	<u>326 Crooked Pine</u> <u>(OCDC Rolling Pines)</u>
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
47400 - Rental Income (Rents received)						
70300 - Late Fees Income (Income fr	0.00	0.00	0.00	0.00	0.00	0.00
47400 - Rental Income (Rents receiv	805.00	895.00	0.00	766.00	0.00	746.00
<b>Total 47400 - Rental Income (Rents recei</b>	<b>805.00</b>	<b>895.00</b>	<b>0.00</b>	<b>766.00</b>	<b>0.00</b>	<b>745.00</b>
<b>Total Income</b>	<b>805.00</b>	<b>895.00</b>	<b>0.00</b>	<b>766.00</b>	<b>0.00</b>	<b>745.00</b>
<b>Gross Profit</b>	<b>805.00</b>	<b>895.00</b>	<b>0.00</b>	<b>766.00</b>	<b>0.00</b>	<b>745.00</b>
<b>Expense</b>						
60000 - Administrative (Includes all admini						
64100 - Management Fees- OCDC (F						
64110 - Greg Chapel AME MGT	0.00	0.00	0.00	0.00	0.00	0.00
64120 - Macedonia Mgt Fee	0.00	0.00	0.00	0.00	0.00	0.00
64100 - Management Fees- OCC	80.50	89.50	0.00	76.60	0.00	74.50
<b>Total 64100 - Management Fees- OC</b>	<b>80.50</b>	<b>89.50</b>	<b>0.00</b>	<b>76.60</b>	<b>0.00</b>	<b>74.50</b>
<b>Total 60000 - Administrative (Includes all</b>	<b>80.50</b>	<b>89.50</b>	<b>0.00</b>	<b>76.60</b>	<b>0.00</b>	<b>74.50</b>
64200 - Maintenance						
64200.2 - Repairs	0.00	0.00	0.00	0.00	0.00	0.00
64200.4 - Major Appliance Replacem	0.00	0.00	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	0.00	0.00	0.00	0.00	0.00	328.00
64200.8 - Finance Charges (The fina	0.00	0.00	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00
69000 - Lawn Maintenance- Palm VII	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 64200 - Maintenance</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>328.00</b>
66000 - Payroll Expense						
66000.1 - Maintenance Payroll Expe	0.00	0.00	0.00	0.00	0.00	77.51
<b>Total 66000 - Payroll Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>77.51</b>
68700 - Professional Fees (Payments to	0.00	0.00	0.00	0.00	0.00	0.00
68000 - Taxes & Insurance	0.00	0.00	0.00	0.00	0.00	0.00
68601 - Operating Expenses						
68600 - Electric, Water, garbage (Wa	0.00	0.00	0.00	0.00	202.86	0.00
69100 - Pest Control	6.13	6.13	6.13	6.13	6.13	6.13
<b>Total 68601 - Operating Expenses</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>	<b>208.99</b>	<b>6.13</b>
<b>Total Expense</b>	<b>86.63</b>	<b>75.63</b>	<b>6.13</b>	<b>82.73</b>	<b>208.99</b>	<b>486.14</b>
<b>Net Ordinary Income</b>	<b>718.37</b>	<b>819.37</b>	<b>-6.13</b>	<b>683.27</b>	<b>-208.99</b>	<b>258.86</b>
<b>Other Income/Expense</b>						
<b>Other Expense</b>						
67201 - Transferred to reserve CHOC (Funds t	0.00	0.00	0.00	0.00	0.00	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>718.37</b>	<b>819.37</b>	<b>-6.13</b>	<b>683.27</b>	<b>-208.99</b>	<b>258.86</b>

1:17 PM  
12/31/18  
Cash Basis

**Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018**

	328 Crooked Pine (OCDC Rolling Pines)	330 Crooked Pine (OCDC Rolling Pines)	332 Crooked Pine (OCDC Rolling Pines)	358 Crooked Pine (OCDC Rolling Pines)	360 Crooked Pine (OCDC Rolling Pines)	362 Crooked Pine (OCDC Rolling Pines)
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
47400 - Rental Income (Rents received)						
70300 - Late Fees Income (income fr	0.00	0.00	0.00	0.00	0.00	0.00
47400 - Rental Income (Rents receiv	533.00	812.93	775.00	0.00	529.49	730.00
<b>Total 47400 - Rental Income (Rents receiv</b>	<b>533.00</b>	<b>812.93</b>	<b>775.00</b>	<b>0.00</b>	<b>529.49</b>	<b>730.00</b>
<b>Total Income</b>	<b>533.00</b>	<b>812.93</b>	<b>775.00</b>	<b>0.00</b>	<b>529.49</b>	<b>730.00</b>
<b>Gross Profit</b>	<b>533.00</b>	<b>812.93</b>	<b>775.00</b>	<b>0.00</b>	<b>529.49</b>	<b>730.00</b>
<b>Expense</b>						
60000 - Administrative (Includes all admr						
64100 - Management Fees- OCDC (Fi						
64110 - Greg Chapel AME MGT	0.00	0.00	0.00	0.00	0.00	0.00
64120 - Macedonia Mgt Fee	0.00	0.00	0.00	0.00	0.00	0.00
64100 - Management Fees- OCC	53.30	81.29	77.50	0.00	52.95	73.00
<b>Total 64100 - Management Fees- OC</b>	<b>53.30</b>	<b>81.29</b>	<b>77.50</b>	<b>0.00</b>	<b>52.95</b>	<b>73.00</b>
<b>Total 60000 - Administrative (includes all</b>	<b>53.30</b>	<b>81.29</b>	<b>77.50</b>	<b>0.00</b>	<b>52.95</b>	<b>73.00</b>
64200 - Maintenance						
64200.2 - Repairs	0.00	0.00	0.00	857.03	0.00	0.00
64200.4 - Major Appliance Replacem	0.00	0.00	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	0.00	0.00	189.00	0.00	0.00	0.00
64200.8 - Finance Charges (The fina	0.00	0.00	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00
69000 - Lawn Maintenance- Palm Vll	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 64200 - Maintenance</b>	<b>0.00</b>	<b>0.00</b>	<b>189.00</b>	<b>857.03</b>	<b>0.00</b>	<b>0.00</b>
66000 - Payroll Expense						
66000.1 - Maintenance Payroll Expe	0.00	0.00	58.13	0.00	39.68	36.75
<b>Total 66000 - Payroll Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>58.13</b>	<b>0.00</b>	<b>39.68</b>	<b>36.75</b>
66700 - Professional Fees (Payments to .	0.00	0.00	0.00	0.00	0.00	0.00
69000 - Taxes & Insurance	0.00	0.00	0.00	0.00	0.00	0.00
68601 - Operating Expenses						
68600 - Electric, Water, garbage (Wa	0.00	0.00	0.00	0.00	0.00	0.00
69100 - Pest Control	6.13	6.13	6.13	6.13	6.13	6.13
<b>Total 68601 - Operating Expenses</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>
<b>Total Expense</b>	<b>59.43</b>	<b>87.42</b>	<b>330.76</b>	<b>863.16</b>	<b>98.76</b>	<b>117.88</b>
<b>Net Ordinary Income</b>	<b>473.57</b>	<b>725.51</b>	<b>444.24</b>	<b>-863.16</b>	<b>430.73</b>	<b>612.12</b>
<b>Other Income/Expense</b>						
<b>Other Expense</b>						
67201 - Transferred to reserve CHOC (Funds I	0.00	0.00	0.00	0.00	0.00	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>473.57</b>	<b>725.51</b>	<b>444.24</b>	<b>-863.16</b>	<b>430.73</b>	<b>612.12</b>



1:17 PM  
12/31/18  
Cash Basis

**Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018**

	364 Crooked Pine (OCDC Rolling Pines)	366 Crooked Pine (OCDC Rolling Pines)	368 Crooked Pine (OCDC Rolling Pines)	373 Crooked Pine (OCDC Rolling Pines)	375 Crooked Pine (OCDC Rolling Pines)	390 Crooked Pine (OCDC Rolling Pines)
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
47400 - Rental Income (Rents received)						
70300 - Late Fees Income (Income fr	0.00	0.00	0.00	0.00	0.00	0.00
47400 - Rental Income (Rents receiv	853.00	0.00	630.00	666.62	500.00	0.00
<b>Total 47400 - Rental Income (Rents receiv</b>	<b>853.00</b>	<b>0.00</b>	<b>630.00</b>	<b>666.62</b>	<b>500.00</b>	<b>0.00</b>
<b>Total Income</b>	<b>853.00</b>	<b>0.00</b>	<b>630.00</b>	<b>666.62</b>	<b>500.00</b>	<b>0.00</b>
<b>Gross Profit</b>	<b>853.00</b>	<b>0.00</b>	<b>630.00</b>	<b>666.62</b>	<b>500.00</b>	<b>0.00</b>
<b>Expenses</b>						
60000 - Administrative (Includes all admin						
64100 - Management Fees- OCDC (Fi						
64110 - Greg Chapel AME MGT	0.00	0.00	0.00	0.00	0.00	0.00
64120 - Macedonia Mgt Fee	0.00	0.00	0.00	0.00	0.00	0.00
64100 - Management Fees- OCC	85.30	0.00	63.00	66.66	50.00	0.00
<b>Total 64100 - Management Fees- OC</b>	<b>85.30</b>	<b>0.00</b>	<b>63.00</b>	<b>66.66</b>	<b>50.00</b>	<b>0.00</b>
<b>Total 60000 - Administrative (Includes all</b>	<b>85.30</b>	<b>0.00</b>	<b>63.00</b>	<b>66.66</b>	<b>50.00</b>	<b>0.00</b>
64200 - Maintenance						
64200.2 - Repairs	0.00	0.00	0.00	0.00	0.00	251.88
64200.4 - Major Appliance Replacem	0.00	0.00	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	0.00	0.00	0.00	0.00	0.00	1,130.00
64200.8 - Finance Charges (The fina	0.00	0.00	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00
69000 - Lawn Maintenance- Palm VII	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 64200 - Maintenance</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,381.88</b>
66000 - Payroll Expense						
66000.1 - Maintenance Payroll Expe	0.00	0.00	0.00	98.73	0.00	78.43
<b>Total 66000 - Payroll Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>98.73</b>	<b>0.00</b>	<b>78.43</b>
66700 - Professional Fees (Payments to	0.00	0.00	0.00	0.00	0.00	0.00
68000 - Taxes & Insurance	0.00	0.00	0.00	0.00	0.00	0.00
68601 - Operating Expenses						
68600 - Electric, Water, garbage (Wa	0.00	0.00	0.00	0.00	0.00	0.00
69100 - Pest Control	6.13	6.13	6.13	6.13	6.13	6.13
<b>Total 68601 - Operating Expenses</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>
<b>Total Expense</b>	<b>91.43</b>	<b>6.13</b>	<b>69.13</b>	<b>171.52</b>	<b>56.13</b>	<b>1,466.24</b>
<b>Net Ordinary Income</b>	<b>761.57</b>	<b>-6.13</b>	<b>560.87</b>	<b>495.10</b>	<b>443.87</b>	<b>-1,466.24</b>
<b>Other Income/Expense</b>						
<b>Other Expense</b>						
67201 - Transferred to reserve CHOC (Funds t	0.00	0.00	0.00	0.00	0.00	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>761.57</b>	<b>-6.13</b>	<b>560.87</b>	<b>495.10</b>	<b>443.87</b>	<b>-1,466.24</b>

1:17 PM  
12/31/18  
Cash Basis

Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018

	392 Crooked Pine (OCDC Rolling Pines)	394 Crooked Pine (OCDC Rolling Pines)	400 Crooked Pine (OCDC Rolling Pines)	401 Crooked Pine (OCDC Rolling Pines)	402 Crooked Pine (OCDC Rolling Pines)	404 Crooked Pine (OCDC Rolling Pines)
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
47400 - Rental Income (Rents received)						
70300 - Late Fees Income (Income fr	0.00	0.00	0.00	0.00	0.00	0.00
47400 - Rental Income (Rents receiv	0.00	0.00	0.00	0.00	633.00	662.00
<b>Total 47400 - Rental Income (Rents receal</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>633.00</b>	<b>662.00</b>
<b>Total Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>633.00</b>	<b>662.00</b>
<b>Gross Profit</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>633.00</b>	<b>662.00</b>
<b>Expense</b>						
60000 - Administrative (Includes all admin						
64100 - Management Fees- OCDC (F						
64110 - Greg Chapel AME MGT	0.00	0.00	0.00	0.00	0.00	0.00
64120 - Macedonia Mgt Fee	0.00	0.00	0.00	0.00	0.00	0.00
64100 - Management Fees- OGC	0.00	0.00	0.00	0.00	63.30	66.20
<b>Total 64100 - Management Fees- OC</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>63.30</b>	<b>66.20</b>
<b>Total 60000 - Administrative (Includes all</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>63.30</b>	<b>66.20</b>
64200 - Maintenance						
64200.2 - Repairs	0.00	0.00	926.82	0.00	0.00	0.00
64200.4 - Major Appliance Replacemr	0.00	0.00	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	0.00	0.00	0.00	148.00	0.00	0.00
64200.8 - Finance Charges (The fina	0.00	0.00	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00
69000 - Lawn Maintenance- Palm Vi	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 64200 - Maintenance</b>	<b>0.00</b>	<b>0.00</b>	<b>926.82</b>	<b>148.00</b>	<b>0.00</b>	<b>0.00</b>
66000 - Payroll Expense						
66000.1 - Maintenance Payroll Expe	78.43	0.00	38.75	97.61	0.00	0.00
<b>Total 66000 - Payroll Expense</b>	<b>78.43</b>	<b>0.00</b>	<b>38.75</b>	<b>97.61</b>	<b>0.00</b>	<b>0.00</b>
66700 - Professional Fees (Payments to .	0.00	0.00	0.00	0.00	0.00	0.00
68000 - Taxes & Insurance	0.00	0.00	0.00	0.00	0.00	0.00
68601 - Operating Expenses						
68600 - Electric, Water, garbage (Wa	52.41	0.00	0.00	60.00	0.00	0.00
69100 - Pest Control	6.13	6.13	6.13	6.13	6.13	6.13
<b>Total 68601 - Operating Expenses</b>	<b>58.54</b>	<b>6.13</b>	<b>6.13</b>	<b>66.13</b>	<b>6.13</b>	<b>6.13</b>
<b>Total Expense</b>	<b>136.97</b>	<b>6.13</b>	<b>971.70</b>	<b>311.94</b>	<b>69.43</b>	<b>72.33</b>
<b>Net Ordinary Income</b>	<b>-136.97</b>	<b>-6.13</b>	<b>-971.70</b>	<b>-311.94</b>	<b>563.57</b>	<b>589.67</b>
<b>Other Income/Expense</b>						
<b>Other Expense</b>						
67201 - Transferred to reserve CHOC (Funds t	0.00	0.00	0.00	0.00	0.00	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>-136.97</b>	<b>-6.13</b>	<b>-971.70</b>	<b>-311.94</b>	<b>563.57</b>	<b>589.67</b>

1:17 PM  
12/31/18  
Cash Basis

**Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018**

	408 Crooked Pine (OCDC Rolling Pines)	418 Crooked Pine (OCDC Rolling Pines)	420 Crooked Pine (OCDC Rolling Pines)	422 Crooked Pine (OCDC Rolling Pines)	424 Crooked Pine (OCDC Rolling Pines)	426 Crooked Pine (OCDC Rolling Pines)
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
47400 - Rental Income (Rents received)						
70300 - Late Fees Income (Income fr	0.00	50.00	0.00	0.00	27.93	0.00
47400 - Rental Income (Rents receiv	730.00	695.00	697.00	0.00	337.07	695.00
<b>Total 47400 - Rental Income (Rents recei</b>	<b>730.00</b>	<b>745.00</b>	<b>697.00</b>	<b>0.00</b>	<b>425.00</b>	<b>695.00</b>
<b>Total Income</b>	<b>730.00</b>	<b>745.00</b>	<b>697.00</b>	<b>0.00</b>	<b>425.00</b>	<b>695.00</b>
<b>Gross Profit</b>	<b>730.00</b>	<b>745.00</b>	<b>697.00</b>	<b>0.00</b>	<b>425.00</b>	<b>695.00</b>
<b>Expense</b>						
60000 - Administrative (Includes all admin						
64100 - Management Fees- OCDC (Fi						
64110 - Greg Chapel AME MGT	0.00	0.00	0.00	0.00	0.00	0.00
64120 - Macdonia Mgt Fee	0.00	0.00	0.00	0.00	0.00	0.00
64100 - Management Fees- OGC	73.00	74.50	69.70	0.00	42.50	69.50
<b>Total 64100 - Management Fees- OC</b>	<b>73.00</b>	<b>74.50</b>	<b>69.70</b>	<b>0.00</b>	<b>42.50</b>	<b>69.50</b>
<b>Total 60000 - Administrative (Includes all</b>	<b>73.00</b>	<b>74.50</b>	<b>69.70</b>	<b>0.00</b>	<b>42.50</b>	<b>69.50</b>
64200 - Maintenance						
64200.2 - Repairs	0.00	0.00	119.88	-29.97	0.00	0.00
64200.4 - Major Appliance Replacerr	0.00	0.00	0.00	0.00	0.00	0.00
64200.5 - Service Contracts	0.00	0.00	180.00	0.00	0.00	0.00
64200.6 - Finance Charges (The fina	0.00	0.00	0.00	0.00	0.00	0.00
64200.9 - Supplies	0.00	0.00	0.00	0.00	0.00	0.00
69000 - Lawn Maintenance- Palto Vit	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total 64200 - Maintenance</b>	<b>0.00</b>	<b>0.00</b>	<b>299.88</b>	<b>-29.97</b>	<b>0.00</b>	<b>0.00</b>
66000 - Payroll Expense						
66000.1 - Maintenance Payroll Expe	117.19	0.00	0.00	58.13	0.00	0.00
<b>Total 66000 - Payroll Expense</b>	<b>117.19</b>	<b>0.00</b>	<b>0.00</b>	<b>58.13</b>	<b>0.00</b>	<b>0.00</b>
66700 - Professional Fees (Payments to	0.00	0.00	0.00	0.00	0.00	0.00
69000 - Taxes & Insurance	0.00	0.00	0.00	0.00	0.00	0.00
68801 - Operating Expenses						
68800 - Electric, Water, garbage (Wa	0.00	0.00	0.00	27.07	0.00	0.00
69100 - Pest Control	6.13	6.13	6.13	6.13	6.13	6.13
<b>Total 68801 - Operating Expenses</b>	<b>6.13</b>	<b>6.13</b>	<b>6.13</b>	<b>33.20</b>	<b>6.13</b>	<b>6.13</b>
<b>Total Expense</b>	<b>196.32</b>	<b>80.63</b>	<b>375.71</b>	<b>61.36</b>	<b>48.63</b>	<b>75.63</b>
<b>Net Ordinary Income</b>	<b>533.68</b>	<b>664.37</b>	<b>321.29</b>	<b>-61.36</b>	<b>376.37</b>	<b>619.37</b>
<b>Other Income/Expense</b>						
<b>Other Expense</b>						
67201 - Transferred to reserve CHOC (Funds t	0.00	0.00	0.00	0.00	0.00	0.00
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>533.68</b>	<b>664.37</b>	<b>321.29</b>	<b>-61.36</b>	<b>376.37</b>	<b>619.37</b>

1:17 PM  
12/31/18  
Cash Basis

**Okaloosa CDC CHOC  
Profit & Loss by Class  
December 2018**

	436 Crooked Pine (OCDC Rolling Pines)	Total OCDC Rolling Pines (Rolling Pines)	Rolling Pines - Other (Rolling Pines)	Total Rolling Pines	Tools	Unclassified	TOTAL
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
47400 - Rental Income (Rents received)							
70300 - Late Fees Income (Income fr	0.00	104.78	0.00	104.78	0.00	0.00	122.32
47400 - Rental Income (Rents receiv	730.00	25,731.63	0.00	29,604.95	0.00	0.00	37,139.20
<b>Total 47400 - Rental Income (Rents recel</b>	<b>730.00</b>	<b>25,836.41</b>	<b>0.00</b>	<b>29,709.73</b>	<b>0.00</b>	<b>0.00</b>	<b>37,281.52</b>
<b>Total Income</b>	<b>730.00</b>	<b>25,836.41</b>	<b>0.00</b>	<b>29,709.73</b>	<b>0.00</b>	<b>0.00</b>	<b>37,281.52</b>
<b>Gross Profit</b>	<b>730.00</b>	<b>25,836.41</b>	<b>0.00</b>	<b>29,709.73</b>	<b>0.00</b>	<b>0.00</b>	<b>37,261.52</b>
<b>Expense</b>							
60000 - Administrative (Includes all admnt							
64100 - Management Fees- OCDC (Fr							
64110 - Greg Chapel AME MGT	0.00	0.00	0.00	302.83	0.00	0.00	302.83
64120 - Macedonia Mgt Fee	0.00	0.00	0.00	84.50	0.00	0.00	84.50
64100 - Management Fees- OCC	73.00	2,583.64	0.00	2,583.64	0.00	0.00	3,339.82
<b>Total 64100 - Management Fees- OC</b>	<b>73.00</b>	<b>2,583.64</b>	<b>0.00</b>	<b>2,970.97</b>	<b>0.00</b>	<b>0.00</b>	<b>3,726.15</b>
<b>Total 60000 - Administrative (Includes all</b>	<b>73.00</b>	<b>2,583.64</b>	<b>0.00</b>	<b>2,970.97</b>	<b>0.00</b>	<b>0.00</b>	<b>3,726.15</b>
64200 - Maintenance							
64200.2 - Repairs	158.94	2,642.88	8.97	2,640.31	0.00	0.00	2,640.31
64200.4 - Major Appliance Replacem	0.00	2,402.05	0.00	2,402.05	0.00	0.00	2,402.05
64200.5 - Service Contracts	6,544.00	24,547.53	0.00	27,657.53	0.00	0.00	28,087.19
64200.8 - Finance Charges (The fina	0.00	0.00	104.57	104.57	0.00	0.00	104.57
64200.9 - Supplies	0.00	0.00	0.00	0.00	102.88	0.00	102.88
69000 - Lawn Maintenance- Palm Vll	0.00	0.00	0.00	0.00	0.00	0.00	725.00
<b>Total 64200 - Maintenance</b>	<b>6,702.94</b>	<b>29,692.46</b>	<b>113.54</b>	<b>32,804.46</b>	<b>102.88</b>	<b>0.00</b>	<b>34,062.00</b>
66000 - Payroll Expense							
66000.1 - Maintenance Payroll Expe	59.52	2,059.06	494.58	3,078.67	0.00	0.00	3,216.63
<b>Total 66000 - Payroll Expense</b>	<b>59.52</b>	<b>2,059.06</b>	<b>494.58</b>	<b>3,078.67</b>	<b>0.00</b>	<b>0.00</b>	<b>3,216.63</b>
66700 - Professional Fees (Payments to	0.00	0.00	0.00	0.00	0.00	0.00	150.00
68000 - Taxes & Insurance	0.00	0.00	0.00	0.00	0.00	0.00	240.00
88801 - Operating Expenses							
88600 - Electric, Water, garbage (Wa	0.00	521.51	0.00	858.22	0.00	0.00	975.26
89100 - Pest Control	6.13	306.50	0.00	325.00	0.00	0.00	844.00
<b>Total 88601 - Operating Expenses</b>	<b>6.13</b>	<b>828.01</b>	<b>0.00</b>	<b>1,183.22</b>	<b>0.00</b>	<b>0.00</b>	<b>1,819.26</b>
<b>Total Expense</b>	<b>6,841.59</b>	<b>35,163.17</b>	<b>608.12</b>	<b>40,037.32</b>	<b>102.88</b>	<b>0.00</b>	<b>43,214.04</b>
<b>Net Ordinary Income</b>	<b>-6,111.59</b>	<b>-9,326.76</b>	<b>-608.12</b>	<b>-10,327.59</b>	<b>-102.88</b>	<b>0.00</b>	<b>-5,952.52</b>
<b>Other Income/Expense</b>							
<b>Other Expense</b>							
67201 - Transferred to reserve CHOC (Funds 1	0.00	0.00	0.00	0.00	0.00	0.00	16,782.48
67203 - Operating Reserve Mid South (Funds	0.00	0.00	0.00	0.00	0.00	-22,735.00	-22,735.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-22,735.00</b>	<b>-5,952.52</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>22,735.00</b>	<b>5,952.52</b>
<b>Net Income</b>	<b>-6,111.59</b>	<b>-9,326.76</b>	<b>-608.12</b>	<b>-10,327.59</b>	<b>-102.88</b>	<b>22,735.00</b>	<b>0.00</b>

# REALTY HOUSE COMMERCIAL PROPERTIES, INC.

---

11 Racetrack Road, N.E., Suite H-1  
Fort Walton Beach, FL 32547  
Telephone 850-244-9117 • Fax 850-664-6622  
[www.RealtyHouse.com](http://www.RealtyHouse.com)

March 18, 2019

Mr. Jeffrey Hyde  
Okaloosa County Purchasing Manager.  
5479A Old Bethel Road  
Crestview, FL 32536

Dear Mr. Hyde,

Thank you for this opportunity to respond to the Request for Proposal regarding affordable housing rental management for Okaloosa County. I hope you find the information in our proposal helpful in evaluating Realty House Commercial Properties, Inc.'s qualification to meet the requirements outlined in the RFP.

Realty House opened for business in Okaloosa County in 1970. The firm was founded by Basil Bethea Jr., who is still active in the family business today. Combined, our brokers have 180 years of real estate transaction and consulting experience with our "least experienced" agent having 30 years in the business.

We have handled property management lease transactions working with a number of governmental or quasi-governmental agencies to include the Corps of Engineers (D.C.M.A.); General Services Administration (Social Security Administration, D.C.A.A. and the Veterans Administration); The U.S. Government (Congressman Jeff Miller District Office); Florida Department of Education; Florida Dept. of State (Department of Children and Families and State Fire Marshall); State of Florida (Florida Unemployment Office, Representative Ray Sansom and Representative Mel Ponder); Okaloosa County Tourist Development Council; Workforce Development Board of Okaloosa County (4 locations for Career Source); Early Childhood Coalition; Private Industry Council; Okaloosa County Tax Collector; Okaloosa County Property Appraiser; University of West Florida; Florida Department of Financial Services; United States Marshall Service; Okaloosa County and the City of Fort Walton Beach.

I will be our firm's primary contact regarding this proposal, and if you or your Evaluation Committee have any questions, please do not hesitate to call or email me. I can be reached by calling our office at 850-244-9117 or my cell phone at 850-585-6999 or by email at [markb@realtyhouse.com](mailto:markb@realtyhouse.com).



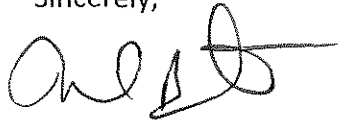
Individual Members

Your Professional Commercial-Investment Real Estate Source

Mr. Jeffrey Hyde  
Page 2  
March 18, 2019

Supporting me with this proposal if our firm is selected will be Maria Henriquez and Kevin Bethea.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark G. Bethea', with a long horizontal flourish extending to the right.

Mark G. Bethea, CCIM,CMD,GRI  
Realty House Commercial Properties, Inc.

# **REALTY HOUSE COMMERCIAL PROPERTIES**

## **APPROACH TO PROPERTY MANAGEMENT**

### **Marketing Your Property**

- Yard Signs
- Internet Advertising
- Broker Referral Program
- Tenant Referral Program
- Property posted on Multiple Listing Service (MLS)

### **Placing the Right Tenant**

- Criminal Search for felonies
- Sexual Predator Search
- Credit Check to determine how applicant handles personal obligations
- Social Security number verification
- Pre-Qualify tenant to verify general income requirements for Affordable Housing Program

### **Leasing and Lease Execution**

After potential tenants are identified, they will be referred to the County to be income qualified. After the tenant has been approved by the County, Realty House will collect the security deposit, and prepare and have the tenant sign the lease. Tenant responsibilities are clearly defined, giving Realty House the ability to enforce lease requirements.

### **Collection and Distribution of Rents and Security Deposits**

Our collection and distribution of rents is a vital part of our service. We offer tenants the option to pay rent by ACH, money order or check. Tenants that have not paid rent to Realty House by the tenth of each month will receive a 3 day notice to vacate the unit. If the tenant's rent has not been received by the twentieth day of the month, Realty House will file for eviction, unless otherwise directed by the County. Computerized income and expense reports as well as the net rental proceeds will be provided to the County at the end of each month. All security deposits collected by Realty House will also be given to the County at the end of each month.

## **Maintenance and Inspections**

Our office is open from 8:00 am to 5:30 pm Monday through Friday. Tenants will have access to an after-hours emergency number for issues relating to the lease that are life-threatening or affect the integrity of the property. All maintenance emergencies are handled quickly and in a cost efficient manner. Realty House uses only licensed and insured independent contractors for the owner's protection. We will conduct regular inspections of the properties to ensure tenants are complying with the terms of the rental agreement.

## **PROPERTY MANAGEMENT FEE**

12 percent of the gross rents collected each month

## **ESTIMATED COST OF MAINTENANCE AND REPAIR SERVICES**

Carpet Cleaning: \$125.00 to \$150.00 per unit as needed

Painting: \$1200.00 to \$1,650 per unit for labor and material. Additional cost if paint color is changed or sheetrock repair is needed.

Janitorial Services: \$50.00 to \$180.00 per unit as needed.

Appliance Repair: \$65.00 service call plus labor and materials.

Plumbing Issues: Service Calls are \$65.00 plus labor and materials.

HVAC repairs/filters: Quarterly inspections, clean drain lines and filter change is \$50.00 per unit each quarter

Electrical repairs: To be determined based on repair needed

Landscaping: Landscaping at Rolling Pines would be covered in the HOA dues. Landscaping at Palm Village will be approximately \$900.00 per month. The landscaping for the two houses on Dahlquist Dr. will be handled by the tenants. If needed when vacant, the cost will be \$60.00 per house per visit by the lawn service.



# **REALTY HOUSE SIMILAR SERVICES**

## **SAMPLING OF RESIDENTIAL PROPERTIES MANAGED BY REALTY HOUSE**

- 1) Single Family home: 207 Kettering Court, Fort Walton Beach, FL 32548
- 2) Condominium at the Cedars: 209 Miracle Strip Parkway, #106C  
Mary Ester, FL 32569
- 3) Duplexes: 1860 Edge Avenue, Valparaiso, FL
- 4) Mobile Home: 4617 Eagle Way, Crestview, FL
- 5) Single Family Homes: 13, 20 and 22 Lucille Street, Cinco Bayou

**Note: This is only a sample. Realty House also currently manages City Plaza a 51,000 sq. ft. mixed use project, Executive Park a 20,000 sq. ft. office complex, Mixon Plaza a mixed use project on Beal Parkway and more.**

## **REFERENCES**

Steve Mixon  
Mixon Plaza, LLC  
850-376-5893 (mobile)

Joe Watson  
Freedom Media, LLC  
850-642-0170 (mobile)

Bill Peacock  
Southeastern Sash and Door  
850-664-5252 (office)

## **REALTY HOUSE TEAM OF PROFESSIONALS**

### **Basil Bethea Jr. – President**

Mr. Bethea has been actively involved in sales and management of real estate in Okaloosa County for over forty-five years. Mr. Bethea advises commercial real estate users on the development and execution of occupancy strategies that are aligned with and support their business objectives and goals.

Mr. Bethea has led his clients through a variety of real estate assignments both in Okaloosa County and the surrounding area, including space acquisition and disposition, build-to-suits, ground leases, and the restructuring of leases. The hallmark of Mr. Bethea's success has been his commitment to his client relationships as a trusted advisor and his commitment to all aspects of their needs, whether large or small.

Mr. Bethea is a long time member of the International Council of Shopping Centers and the Florida Commercial Broker Network. In addition, he has held leadership positions as President of the Emerald Coast Association of Realtors, District Vice President for the Florida Association of Realtors and three years as Director of the National Association of Realtors. Basil has volunteered and served on the board of numerous charitable organizations to include the Boys and Girls Club of Okaloosa County, YMCA, United Way, Shalimar United Methodist Church, and has sponsored dozens of youth sports teams in the local area.

### **Mark Bethea, CCIM, CMD, CRI – Real Estate Broker**

As an advocate and advisor for companies who lease and own real estate, Mark has worked for over 31 years to help business leadership translate business and investment strategy into real estate solutions. Having been involved in over 800 commercial lease and sales transactions in Okaloosa County, Mark brings a wealth of knowledge and experience to enable high level business performance and, when executed, serve to differentiate smart companies from their competition.

A 1987 graduate of Baylor University with a Bachelor of Business degree and a concentration in Real Estate studies, Mark was prepared to earn the highly sought-after CCIM designation. Mark is also a member of the International Council of Shopping Centers (ICSC) and has earned the Certified Marketing Director (CMD) certification from ICSC.

Mark is an active member of Shalimar United Methodist Church, having served on the Building Committee, the Master Planning Committee, the Finance Committee, the Staff Parish Relations Committee and, for three years, as Chairperson of the Church Council. His passion within the church is working with youth where he served for eleven years as a volunteer youth worker.

### **Sally C. Bethea, GRI - Office Manager**

Sally Bethea has been a licensed real estate agent in Florida since 1979. She earned her broker's license in 1981. Duties have included receptionist, bookkeeper, sales, and office management. Over the years, she has perfected her skills as an office manager, using these skills to establish efficient office policies and ensure all Realty House Commercial Properties, Inc. clients feel welcome. Currently she is Vice President of the company. She has served as secretary of the Fort Walton Beach Board of Realtors and is a member of the National Association of Realtors, the Emerald Coast Association of Realtors and the Florida Commercial Brokers Network. Sally is a graduate of the Realtors Institute, has taken several CCIM courses and Institute of Real Estate Management courses, and acquired the e-PRO Technology Certification in 2005. In the local community, Sally volunteered in the school system as a tutor for children with learning disabilities and with the Fort Walton Beach Meals on Wheels program. Sally has been a member of the American Business Women, Fort Walton Beach Junior Women's League and the Board of Trustees for Shalimar United Methodist Church, where she is still actively involved.

### **M. Kevin Bethea, CCIM – Broker/Associate**

Active with Realty House Commercial Properties since 1987, Kevin has a proven track record of representing clients through strategic planning, site selection, implementation and leading contract negotiations. Kevin drives costs out of transactions and saves his clients critical time. Working with clients like Discount Auto Parts and Sonic, Kevin used his well-developed technical knowledge and experience of local markets to assist with the acquisition of sites in Fort Walton Beach, Crestview, Niceville, Gulf Breeze, Defuniak Springs and Chipley.

Kevin joined Realty House after graduation from Samford University with a Bachelor of Science degree in Business Administration. He has served as Treasurer of the Emerald Coast Association of Realtors, Chairman of the Commercial Industrial Development Council and District Vice President for the Florida Chapter of CCIM. He has earned the coveted CCIM designation and is a member of the International Council of Shopping Centers. Kevin is a former member of the Board of Adjustments for the City of Fort Walton Beach. He has been active in the community volunteering as a basketball coach for the YMCA and a baseball coach for the City of Fort Walton Beach. In addition, he has served in his local church in a number of positions.

### **Basil Bethea, III -- Broker**

Basil is a commercial real estate broker who adds value to his clients by lowering occupancy costs, improving quality and diminishing risk. Having entered the real estate business in 1979, he has an almost forty year track record of staying fully engaged in the real estate transaction process. An example of this is when Basil was selected to help revive the Fort Walton Square (now Uptown Station). The property had a declining occupancy rate and had experienced a substantial decline in value. With strategic planning, proper management, leasing and effective promotion, he helped take a struggling retail property and make this 260,000 square foot shopping center one of Fort Walton Beach's leading shopping destinations. The results of his efforts led to the property owners realizing their goals of selling the property as a result of it being 100% occupied.

Basil is involved with the International Council of Shopping Centers and has taken several CCIM and IREM courses. He has recently led the Realty House expansion into Escambia County and runs that office from Pensacola, Florida. He is an active member of Olive Baptist Church and volunteers coaching local youth soccer, basketball and baseball teams.

### **Maria Henriquez – Property Manager**

Maria is the property manager for Realty House Commercial Properties, Inc. and is responsible for the coordination and oversight of property maintenance, rent collection, and disbursement of funds to the property owners. Maria is proficient in many software programs. She has been a licensed real estate agent since 2005 as well as a Notary Public. In 2005 she also received her e-PRO Technology Certification. Maria is bilingual, fluent in both English and Spanish. She attended Broward Community College in Fort Lauderdale prior to her involvement in real estate in Fort Walton Beach. Maria has been with Realty House Commercial Properties, Inc. since 1993.



## **ADDENDUM 1**

February 25, 2019

ITN GM 44-19

### **Affordable Housing Rental Management Services**

The following changes have been made to Section 1.1 of the ITN and section 19 of the draft contract. Please use the updated section when responding to the ITN.

The opening date for this ITN remains March 18, 2019 at 3:00 P.M.

#### **1.1 LIQUIDATED DAMAGES**

Failure to perform in accordance with the performance measures described in Section 1.1, above, shall result in the imposition of liquidated damages according to the following schedule:

- It is the County's intention that the vacancy rate remain as low as possible throughout the term of the Contract. To this end, it is expected that no unit will remain vacant in excess of 30 days unless authorized by the County in writing no less than seven (7) calendar days prior to the 30<sup>th</sup> day. The written request for additional time must state the reason for the extended vacancy and explain what efforts the vendor/contractor has undertaken to rent the unit and/or remedy the circumstances precluding its rental. The County shall authorize additional time:
  - a. for units requiring repairs or preparations in excess of that typically required for a turn; painting walls, replacing carpet, or replacing appliances such as washers, dryers, refrigerators, ceiling fans, are examples of repairs and preparations routinely expected in turns; work requiring the issuance of County or municipal permits (building, mechanical, plumbing, electrical, etc.) will justify an extension beyond 30 days if contractor/vendor verifies that final inspections for permitted work were requested no fewer than twenty-seven (27) days from the date the unit became vacant;
  - b. when the delay is caused by circumstances beyond the vendor/contractor's control such as, for example:
    - i. if the extended vacancy is due to lack of applicants and the vendor/contractor can demonstrate that efforts have been made to find applicants such as, for instance, by advertising in local newspapers, circulars, or on-line media during the subject period,

- ii. the failure of the County or a municipality to conduct an inspection within three (3) working days of such an inspection being requested (vendor/contractor must be able to document that the request was made); it is the intention that vendor contractors will not be penalized for weekends, County or municipal holidays, or other days during which County or municipal offices are closed;
- iii. when a delay is caused by a would-be tenant's failure to provide to the County information necessary (such as for income qualification) in a timely manner that allows occupancy within 30 days of a unit's vacancy; or
- iv. catastrophic damage such as caused by hurricanes, floods, fire, or other event that renders a unit uninhabitable without extensive structural repair.

Unless excused for reasons described above, the vendor/contractor shall be assessed \$25 for each day past the 30<sup>th</sup> day that a unit remains unleased. The assessment shall continue to accrue until the unit is leased. This assessment shall be paid prior to the next invoice submitted to the County for payment, or shall be deducted from the invoice.

- Except when vacancy is due to authorized extended vacancy as described above, for every day the vacancy rate exceeds 5%, the vendor/contractor shall be assessed an amount per day equal to the average rent rate at the time of the infraction. The assessment shall continue to accrue until the vacancy rate is equal to or less than 5%. This assessment shall be paid prior to the next invoice submitted to the County for payment, or shall be deducted from the invoice.
- The vendor/contractor will be solely responsible for the cost of any repairs for damage that occurs in a unit while it is not leased, unless such damage is caused by a hurricane or other natural disaster or, in the case of vandalism, that the damage was not due to any act or omission of the vendor/contractor such as, for example, failing to secure the premises against unauthorized entry. This shall also not apply to damage caused by a tenant following the issuance of an eviction notice but prior to vacating the unit.

These liquidated damages are subject to negotiation through this competitive ITN process.