

TERMS AND CONDITIONS

ELIGIBILITY RELEASE:

It is required that you sign this form with an original signature, which allows Lake County and/or its duly authorized representatives to request information from Third Parties concerning your eligibility and participation in this program.

Information Covered: Inquiries may be made about items initialed below by the landlord.

Instructions to landlord: Your signature on this Eligibility Release authorizes the County or any of its duly authorized representatives to obtain information from a third party regarding your eligibility.

Information provided by the applicant(s) may be subject to Chapter 119, Florida Statutes, regarding Open Records.

TERMS OF AWARD:

Subrecipient Agreement with Pass-Through Entity

In applying for this assistance, the landlord ("Subrecipient") enters into a legal agreement ("Agreement") with Lake County ("Awarding Agency" or "Pass-Through Entity") to receive funding ("Subaward") for the payment of rental arrears or prospective rent for the tenant applicant ("Beneficiary"). Funds available under this program are Federal funds originally appropriated by Congress as part of section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the "Act"). The Pass-Through Entity is awarding these funds to members of the community in accordance with applicable rules and regulations.

Federal Award identification

Subrecipient Name Reference - Attachment 1

Subrecipient's Unique Entity Identifier - N/A

Federal Award Identification Number (FAIN) - ERA0284

Agreement Number - Reference - Attachment 2

Federal Award Date - January 20, 2021

Sub award Period of Performance - March 13, 2020 - September 30, 2022

Amount of Federal Funds Obligated - Reference - Attachment 2

Federal Award Project Description - CARES Act

Name of Federal Awarding Agency - U.S. Department of Treasury

Name of Pass-Through Entity - Lake County

Contact Information for Awarding Official of the Pass-Through Entity - Jennifer Barker, Executive Director of Administrative Services, P.O. Box 7800, Tavares, Florida 32778

CFDA Number at time of disbursement - 21.023

CFDA Name - Emergency Rental Assistance Program

Dollar amount made available under the Federal award - \$11,085,380.50

Identification of whether the award is R&D - This award is not R&D

Indirect cost rate for the Federal award - N/A

¹For Full Program rules and eligibility requirements, visit: <https://lakecountyfl.gov/COVID-19/>

Attachments to this Agreement

Attachment 1. The signed Rental Ledger complete with original signature from the landlord. Signature verification may be completed at the discretion of the Pass-Through Entity and may require, as necessary, supplemental documentation from the Subrecipient.

Attachment 2. The application approval email providing for the total benefit amount awarded is considered Attachment 2 to this Agreement.

Subrecipient in applying for Emergency Rental Assistance (ERA) program funds to provide funding for one of the following activities for the property identified in Attachment 1: pay outstanding rent for arrearages incurred since March 13, 2020 or prospective rent for a period not to exceed three months, as documented by the Subrecipient, hereby agrees as follows:

Federal Benefits and Charitable Donations

Subrecipient agrees that if he/she receives further federal benefits or charitable donations to (pay outstanding rent and applicable fees incurred since March 13, 2020, as documented by the applicant) in connection with the COVID-19 response, the Subrecipient will report receiving benefits by emailing sokeefe@lakecountyfl.gov or calling (352) 253-6180 within one (1) month of receipt of additional proceeds and/or benefits.

Audits

Subrecipient agrees that if he/she receives funding, the Subrecipient may need to provide additional supporting documentation to justify the Subaward, including any claims made in the Application.

The Subrecipient further agrees to allow Federal awarding agency, Inspectors General, the Comptroller General of the United States, the Lake County Clerk of the Circuit Court and Comptroller and the Pass-Through Entity, or any of their authorized representatives, the right to access any documents, papers or other records of the Subrecipient which are pertinent to the Federal award.

Records

Subrecipient agrees that if he/she receives funding, the Subrecipient will maintain records related to the program until September 30, 2027.

Recovery of Misspent or Misawarded Funds

Subrecipient agrees that if he/she receives funding which was unintentionally awarded or if the funds are misspent, Subrecipient will return the funds to the Pass-Through Entity.

Failure to return funds may result in the Pass-Through Entity seeking any available legal remedy.

Duplication of Benefits

Subrecipient agrees that if benefits received before or after the receipt of ERA funds for the same costs as covered by the ERA are a duplication of benefits (DOB) received from other sources such as federal benefits or charitable donations, that the following shall apply:

- 1) If the Subaward has been fully expended by the Pass-Through Entity, any Subsequent DOB Proceeds shall be repaid by Subrecipient to the Pass-Through Entity up to the amount of the Subaward.
- 2) If no portion of the Subaward has been expended by the Pass-Through Entity, any Subsequent DOB Proceeds shall be paid by Subrecipient to the Pass-Through Entity and used to reduce the Subaward. If the application of the Subsequent DOB Proceeds would reduce the Subaward to zero, all Subsequent DOB Proceeds and any funds

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previously paid by the Subrecipient to the Pass-Through Entity shall be returned to the Subrecipient, and this Agreement shall terminate.

- 3) If some portion of the Subaward has been expended by the Pass-Through Entity, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (1) Subsequent DOB Proceeds shall first be paid by Subrecipient to the Pass-Through Entity to reduce the unexpended portion of the Subaward; (2) if the application of the Subsequent DOB Proceeds would reduce the unexpended Subaward to zero, any remaining subsequent DOB Proceeds shall be applied to expended portion of the Subaward and retained by the Pass-Through Entity; (3) if the application of the Subsequent DOB Proceeds reduces both the unexpended and the expended portions of the Subaward to zero, any remaining Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.
- 4) If the Pass-Through Entity makes the determination that the Beneficiary or Subrecipient does not qualify to participate in the Program or the Beneficiary or Subrecipient decides not to participate in the Program, the subsequent DOB Proceeds and any funds previously paid by the Pass-Through Entity to the Subrecipient that have not been used or obligated by the Program shall be returned to the Subrecipient, Beneficiary, or Pass-Through Entity, and this Agreement shall terminate.
- 5) Once the Pass-Through Entity has recovered an amount equal to the Subaward, the Pass-Through Entity will reassign to Subrecipient any rights assigned to the Pass-Through Entity pursuant to this Agreement.

Eligibility

Subrecipient certifies that he/she has provided complete, accurate, and current information regarding the financial impact of COVID-19 to demonstrate Subrecipient's eligibility to receive ERA funds on behalf of Beneficiary.

Receipt of Award

Subrecipient agrees the payment for eligible rental expense arrearages and prospective expenses, as determined by the Pass-Through Entity, will be applied directly to the Beneficiary's account, as verified by the Pass-Through Entity.

If the Subrecipient does not agree to participate in this program, the Beneficiary will receive the award for application to the eligible rental expense arrearages only; prospective rental costs will not be awarded directly to the Beneficiary.

Enforcement

The Subrecipient and the Pass-Through Entity acknowledge that the Pass-Through Entity has the right and responsibility to enforce this agreement.

Termination

In accordance with the terms of the ERA funding, the Pass-Through Entity may contact the Subrecipient to complete Subaward closeout activities, as necessary. If the

Subrecipient does not violate any of the terms listed in this agreement, then this agreement will be considered released on the day of September 30, 2022.

This Agreement is entered into by the Subrecipient via the Subrecipient's signature as provided in Attachment 2. This agreement is entered into by the Pass-Through Entity upon transmittal of the Subaward approval email as provided in Attachment 3.

APPLICANT'S CERTIFICATION:

- 1) I hereby certify that the information on this application and supplemental reports and forms are true and accurate and that my original signature shall have the same legal effect as if made under oath. By signing this

application to verify the information contained, the Subrecipient authorizes the County or any of its duly authorized representatives to verify the information listed herein.

- 2) I understand the information provided above is collected to determine if my applicant tenant (“Beneficiary”) is eligible to receive assistance under the Program.
- 3) I hereby certify that all the information provided herein is true and correct.
- 4) I understand that providing false statements or information for the purpose of obtaining assistance is grounds for termination of assistance and is punishable under Chapter 817 of the Florida Statutes as a first-degree misdemeanor.
- 5) I authorize Lake County and/or any of its duly authorized representatives to verify all information provided in this application and supplemental reports and forms.
- 6) I understand that additional information will likely be required to move forward with this program and I agree to provide this additional information in a timely manner.

APPLICANT'S AUTHORIZATION:

I authorize Lake County and/or any of its duly authorized representatives to obtain information about me and my household that is pertinent to determining my eligibility for participation in the Program. I acknowledge that:

- 1) A photocopy of this form is as valid as the original; AND
- 2) I have the right to review information received using this form; AND
- 3) I have the right to a copy of information provided and to request correction of any information I believe to be inaccurate; AND
- 4) I will sign this form and cooperate with Lake County and/or its duly authorized representatives in the eligibility verification process; AND
- 5) If I falsified information to obtain assistance, all funds paid on my behalf must be repaid to the program.

RELEASE OF INFORMATION FOR DATA SHARING:

Lake County is part of MFIN (Mid Florida Information Network). MFIN is a system that uses computers to collect information about homelessness. MFIN operates over the Internet and uses many security protections to keep your information safe. Because many service providers across Citrus, Lake, Hernando, and Sumter counties use MFIN, your information will be shared with other service providers from which you might be seeking services. No personally identifying information will be shared by MFIN with any department of the State of Florida or the Federal Government.

The agency is asking your permission to share information with other agencies in the planning and delivery of services to you. Basic information about you, including your name, address, birthdate, and delivery of services, will be available to Partner Agencies through MFIN for seven years from the last date of service.

By signing this form, you are consenting to allow us to share information with other agencies in the planning and delivery of services to you. Basic information including your name, address, delivery of service status which will be available to Partner Agencies through MFIN for seven years from the last date of service.