

**AGREEMENT BETWEEN INDIAN RIVER COUNTY  
AND  
EVERY DREAM HAS A PRICE, INC.  
FOR  
DONATION OF SURPLUS COUNTY OWNED LANDS**

This Agreement for Donation of Surplus County-Owned Lands ("Agreement") is made and entered as of this 4<sup>th</sup> day of June, 2019 ("Effective Date"), by and between Indian River County, a political subdivision of the State of Florida ("County"), and Every Dream Has a Price, Inc., a Florida not-for-profit corporation ("Applicant").

**BACKGROUND RECITALS:**

WHEREAS, County, pursuant to the requirements of Section 125.379, Florida Statutes, prepared a list of County-owned land appropriate for the provision of affordable housing; and

WHEREAS, County, on June 4, 2019, following a duly noticed public hearing, adopted Resolution 2019-\_\_\_\_, finding that eight (8) County-owned parcels, as set forth therein, were appropriate for the provision of affordable housing; and

WHEREAS, County agreed to donate the parcels to non-profit housing organizations for the construction of rental units for extremely-low-income, very-low-income, and low-income households; and

WHEREAS, Applicant is a Florida non-profit corporation and a corporation organized exclusively for charitable, religious, literary, scientific, and educational purposes as set forth in section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Section 501(c)(3) Entity"), and specifically organized for the purpose of building, rehabbing, and revitalizing homes and/or rental units for very-low--income and low-income households; and

WHEREAS, Applicant has formally requested that the County donate the parcels shown in Exhibit "A" attached hereto and made a part hereof (each such parcel herein referenced as a "Lot") to Applicant for the construction of rental units for extremely-low-income, very-low-income, and low-income households; and

WHEREAS, Applicant has submitted its qualifications demonstrating its ability to construct affordable rental units on the donated parcels.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Applicant agree as follows:

**ARTICLE 1 GENERAL REQUIREMENTS**

1.1. Applicant shall construct and complete, through the receipt of a Certificate of Occupancy, one or more affordable housing rental units on each Lot or combination of lots as permitted by the zoning of each Lot, within three (3) years of the date of the deed of conveyance of the Lots to Applicant. If a Certificate of Occupancy is not issued for any of the single family residences or duplexes on any Lot within the referenced 3 year timeframe, the title to any such Lot shall revert to the County unless an extension of the three (3) year

time frame is approved by the Indian River County Board of County Commissioners at a regularly scheduled meeting thereof.

1.2. With respect to the Lots, Applicant shall, consistent with SHIP program Rule 63-37, Florida Administrative Code ("F.A.C.") verify the income of all original and subsequent applicants/renters and qualify only those applicants/renters whose incomes conform to SHIP approved low-income, very-low-income, or extremely-low-income household criteria.

1.3. The rental amounts for each rental unit to be built on any Lot shall not exceed the maximum rent amount for Indian River County as identified in the most recent **Rent Schedule by Number of Bedrooms in Unit** published by the Florida Housing Finance Corporation ("FHFC").

1.4. By April 1<sup>st</sup> of each year during the term of this Agreement, Applicant shall submit an annual report to the County Community Development Department indicating progress on utilization of the Lots. Once the rental units/homes are constructed and occupied, the annual report shall provide information as to the name of the tenant renting each unit; the total number of household members occupying the unit; the gross household income per rental unit; and the amount of rent that is charged.

1.5. All appropriate building permits must be obtained for construction of rental housing units on the Lots [each such Lot as improved with the residential rental dwelling herein referenced as "Property"]. County agrees to use its best efforts to expedite the review and permitting of affordable housing rental units being built by Applicant.

1.6. County shall convey each Lot to Applicant by County Deed. Prior to conveyance, County will record covenants running with the land /deed restrictions to ensure that the Lots and each Property are permanently used for affordable rental housing, as such term is defined in Florida Statutes section 420.0004(3). The deed restrictions will also prohibit any Property from being rented: (a) at a rent that causes the household's monthly housing costs to exceed thirty percent (30%) of the annual Adjusted Gross Income for a household that is Extremely-Low-Income, Very-Low-Income, or Low-Income (as such terms are defined in Florida Statutes section 420.0004); or (b) to a renter who is not eligible due to his or her household income exceeding the thresholds set forth in Florida Statutes section 420.0004 for Extremely-Low-Income, Very-Low-Income, or Low-Income (as such terms are defined in Florida Statutes section 420.0004) households. The Applicant acknowledges and agrees that the Lots are, by statute, intended to be used for the construction of permanent affordable rental housing and the deed restrictions may be released only by a written instrument in recordable form, as more specifically set forth in such deed. The Applicant shall pay the costs of: (a) documentary stamps on the deed of conveyance, and (b) recording the deed of conveyance.

1.7. Applicant shall ensure that appropriately licensed persons, as applicable, construct or supervise the construction of the rental housing units built on the Lots. Applicant shall hold County harmless from any claim of lien filed under Chapter 713, Florida Statutes by any contractor, subcontractor or any other person or entity performing work or supplying materials on behalf of Applicant.

1.8. Applicant expressly acknowledges and agrees that: (a) it has inspected the Lots and accepts the same As Is, Where Is in the condition existing as of the Effective Date, together with all defects, latent and patent, if any; (b) County has made no representations or warranties of any nature whatsoever regarding the Lots, including, without limitation, title, the physical conditions of the Lots; any improvements located thereon; the availability of utilities;

or the suitability of the Lots for Applicant's intended use; (c) Applicant is entering into this Agreement based on its own independent investigation of the Lots and has satisfied itself as to the general and local conditions, particularly those bearing on the availability of water, sewer, electric power, communications facilities, and road access; and (d) the County assumes no responsibility or obligation to provide any facilities of any nature whatsoever at the Lots and/or in connection with the construction of the housing units to be constructed thereon.

1.9. Applicant expressly acknowledges and agrees that it shall be solely responsible to obtain water, sewer, electric power, telephone, and television utilities for the Lots, including any associated security deposit or initial set-up charges.

1.10. Applicant acknowledges and agrees that it has the sole responsibility to pay any and all ad valorem taxes levied or assessed against the Lots, while the Lots are owned by the Applicant including any special assessments imposed on or against the Lots and/or a Property for the construction or improvement of public works, and shall pay the same when due, unless exempt.

## **ARTICLE 2 DEFINITIONS**

2.1. County and Applicant agree that the definitions in SHIP Program Rule 67-37 F.A.C; Florida Statutes Chapter 420; and the County's Local Housing Assistance Plan, as any of the foregoing are amended from time to time, apply to terms used in this Agreement. Any term defined in the SHIP Program Rules and not otherwise defined in this Agreement shall have the meaning set forth in the foregoing Statutes and Rules or as amended by the State of Florida through SHIP Program memoranda.

## **ARTICLE 3 COMPLIANCE WITH LAWS**

3.1. Applicant shall maintain its existence as a not-for-profit corporation under the applicable laws of the State of Florida and its qualification as a Section 501(c)(3) Entity during the term of this Agreement. Applicant acknowledges and agrees that, in the event (a) Applicant loses its status as Section 501(c)(3) Entity; or (b) Applicant dissolves its corporate existence, Applicant shall promptly notify County. If either of the foregoing events occur prior to rental of any Property, then all right, title and interest of Applicant in and to the Lots shall automatically terminate and be rendered null and void, and all right, title and interest in and to the Lots shall automatically vest in Indian River County, a political subdivision of the State of Florida. If either of the foregoing events occur after rental of any Property Applicant shall transfer title to the Property to another Section 501(c)(3) Entity specifically organized for the purpose of building, rehabbing, and revitalizing homes and/or rental units for extremely-low-income, very-low-income, and low-income households.

3.2. Applicant shall comply with all applicable Federal, State and local laws in its performance under this Agreement, including, without limiting the generality of the foregoing, all regulations applicable to the SHIP Program found in Chapter 67-37, Florida Administrative Code; Section 420 Part VII, Florida Statutes; and the Indian River County Local Housing Assistance Plan, as any or all of the foregoing are amended from time to time.

3.3 Applicant understands and agrees that the use of the Lots must comply with all state and local regulations applicable to construction of rental unit residential dwellings.

3.4 The County and the Applicant acknowledge and agree that the clauses in this Agreement with respect to reversion of the Lots are governed by the exception found in Florida Statutes section 689.18(5): "Any and all conveyances of real property in this state heretofore or hereafter made to any governmental, educational, literary, scientific, religious, public utility, public transportation, charitable or nonprofit corporation or association are hereby excepted from the provisions of this section [reverter or forfeiture provisions of unlimited duration in the conveyance of real estate]."

## **ARTICLE 4 PROJECT AND PUBLIC RECORDS COMPLIANCE**

4.1. Applicant covenants to maintain complete and accurate project records; building inspection and site monitoring reports; and any other documentation necessary or required to assure compliance with this Agreement (the foregoing herein collectively "Records"); and to retain all such Records for five years after the Certificate of Occupancy is issued for the last new rental housing unit constructed under this Agreement. Applicant shall maintain and retain, at its usual place of business, all required Records to demonstrate compliance with this Agreement and the County's Local Housing Assistance Plan. Records must be kept for each Lot; Property; and each household assisted to demonstrate that each household assisted is in compliance with County's Local Housing Assistance Plan.

### **4.2 Public Record Compliance**

A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. Every Dream Has a Price, Inc. shall comply with Florida's Public Records Law. Specifically, Every Dream Has a Price shall:

- (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 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 contract term and following completion of the contract if Every Dream Has a Price, Inc. does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of Every Dream Has a Price, Inc. or keep and maintain public records required by the County to perform the service. If Every Dream Has a Price, Inc. transfers all public records to the County upon completion of the contract, Every Dream Has a Price, Inc. shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Every Dream Has a Price, Inc. keeps and maintains public records upon completion of the contract, Every Dream Has a Price, Inc. shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF EVERY DREAM HAS A PRICE, INC. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EVERY DREAM HAS A PRICE, INC. DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**  
**publicrecords@ircgov.com**  
**Indian River County Office of the County Attorney**  
**1801 27<sup>th</sup> Street**  
**Vero Beach, FL 32960**

C. Failure of Every Dream Has a Price, Inc. to comply with these requirements shall be a material breach of this Agreement.

#### **ARTICLE 5 EVALUATION AND MONITORING**

5.1. Applicant agrees that County may carry out periodic monitoring and evaluation activities as determined necessary by County. Applicant agrees to furnish information, reports, files, and Records upon request to County or its designees, and make copies and/or transcriptions of such records and information, as is determined necessary by County.

5.2. County, the State, or any of their duly authorized representatives, upon giving five (5) days notice to Applicant, shall at all times have the right and option to monitor, inspect, audit, and review Applicant's compliance with this Agreement. All of the above mentioned entities shall have the right to inspect any and all Records, books, documents, or papers of Applicant in connection with this Agreement for the purpose of making audit examinations, excerpts, and transcriptions.

5.3. Applicant agrees that continuation of this Agreement is dependent upon satisfactory monitoring and evaluation of activities and timely completion of the project according to the terms of this Agreement.

#### **ARTICLE 6 NON-DISCRIMINATION CERTIFICATE**

6.1. In connection with its performance under this Agreement, Applicant certifies that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in connection with, any application for rental of the homes to be built on the Lots because of race, creed, color, national origin, gender, familial status, handicap, religion, or age.

## **ARTICLE 7 INDEPENDENT CONTRACTOR**

7.1. It is specifically acknowledged and agreed by the parties hereto that the Applicant is and shall be, in the performance of all activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the activities or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Applicant's sole direction, supervision, and control, and in all respects the Applicant's relationship and the relationship of its employees to the County shall be that of an independent contractor performing solely under the terms of this Agreement and not as employees, agents, or servants of the County.

## **ARTICLE 8 PUBLIC ENTITY CRIMES; DISCLOSURE OF RELATIONSHIPS**

8.1. Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

8.2. Pursuant to Section 105.08 of The Code of Indian River County, prior to signing this Agreement, the Applicant shall complete and return a duly notarized "Disclosure of Relationships" in the form set forth on Exhibit "B" attached hereto and made a part hereof.

## **ARTICLE 9 REMEDIES; NO ASSIGNMENT**

9.1. Applicant acknowledges that the County is donating the Lots pursuant to Florida Statutes section 125.379 for the construction of permanent affordable rental housing. Accordingly, the parties acknowledge and agree that the County's remedy for breach of this Agreement by Applicant shall be as follows:

(a) Any use of any Lot and/or any Property by Applicant in violation of this Agreement shall result in reversion of the Lot and whatever that has been built on this lot to the County and Applicant shall, immediately upon request of County, execute and record a Quitclaim Deed conveying such Lot to the County;

(b) Any other default by Applicant under this Agreement that remains uncured for 30 days following notice thereof from the County to the Applicant shall be cause for the County to declare this Agreement in default and, thereafter, the Applicant shall be removed from the lists of: (i)

(c) eligible recipients of, and may not apply for, donation of future surplus lots; and (ii) eligible purchasers of future surplus lots, all of the foregoing as contemplated to occur pursuant to Florida Statutes section 125.379 in 2018.

9.2. No Assignment. Applicant shall not in any manner, assign, transfer, mortgage, pledge, encumber, or otherwise convey an interest in this Agreement or any part hereof (any one of the foregoing events hereinafter referenced as an "Assignment of the County, which consent shall not be unreasonably delayed, conditioned, or withheld. Any such attempted Assignment without County approval shall be null and void."), without the prior written consent

## **ARTICLE 10 TERMINATION**

TERMINATION IN REGARDS TO F.S. 287.135: EVERY DREAM HAS A PRICE, INC. certifies that it and those related entities of EVERY DREAM HAS A PRICE, INC. as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, EVERY DREAM HAS A PRICE, INC. certifies that it and those related entities of EVERY DREAM HAS A PRICE, INC. as defined by Florida law are not 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 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if EVERY DREAM HAS A PRICE, INC. is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, 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 been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if EVERY DREAM HAS A PRICE, INC., including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

## **ARTICLE 11 MISCELLANEOUS**

10.1. This Agreement shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

10.2. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter hereof that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether

oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the Applicant and the County.

10.3. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

10.4. The Applicant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10.5. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Applicant shall survive the termination or expiration of this Agreement.

10.6. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The terms "hereof", "hereby", "herein", "hereto", and similar terms, refer to this Agreement

10.7. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

10.8. The Applicant shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law) in connection with this Agreement.

10.9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

10.10. The Background Recitals are true and correct and form a material part of this Agreement.

10.11. Any notices required or allowed hereunder shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery, to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

APPLICANT:	<u>Julianne Price, President</u> <u>Every Dream Has a Price, Inc.</u> <u>2179 10<sup>th</sup> Avenue</u> <u>Vero Beach, FL 32960</u>
COUNTY:	<u>Indian River County Community Development Director</u> <u>1801 27<sup>th</sup> Street</u> <u>Vero Beach, FL 32960</u>

10.12. The County and the Applicant mutually represent and warrant to each other that there are no brokers involved in this transaction.

10.13. Time shall be of the essence of the obligations of the parties under this Agreement



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names as the date first set forth above.

Attest: Jeffrey R. Smith, Clerk

INDIAN RIVER COUNTY  
BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Bob Solari, Chairman

BCC approval date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Jason Brown County Administrator

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Dylan Reingold, County Attorney

WITNESSES:

sign \_\_\_\_\_

print name \_\_\_\_\_

sign \_\_\_\_\_

print name \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

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

**EXHIBIT A \* Donated Lots**

1.1. Applicant shall construct and complete, through the receipt of a Certificate of Occupancy, one or more affordable housing rental units on each Lot as permitted by the zoning of each Lot, within three (3) years of the date of the deed of conveyance of the Lots to Applicant. If a Certificate of Occupancy is not issued for any of the single family residences on any Lot within the referenced 3 year timeframe, the title to any such Lot shall revert to the County unless an extension of the three (3) year time frame is approved by the Indian River County Board of County Commissioners at a regularly scheduled meeting thereof.

3.1. Applicant shall maintain its existence as a not-for-profit corporation under the applicable laws of the State of Florida and its qualification as a Section 501(c)(3) Entity during the term of this Agreement. Applicant acknowledges and agrees that, in the event (a) Applicant loses its status as Section 501(c)(3) Entity; or (b) Applicant dissolves its corporate existence, Applicant shall promptly notify County. If either of the foregoing events occur prior to rental of any Property, then all right, title and interest of Applicant in and to the Lots shall automatically terminate and be rendered null and void, and all right, title and interest in and to the Lots shall automatically vest in Indian River County, a political subdivision of the State of Florida. If either of the foregoing events occur after rental of any Property Applicant shall transfer title to the Property to another Section 501(c)(3) Entity specifically organized for the purpose of building, rehabbing, and revitalizing homes and/or rental units for very-low-income and low-income households.

9.1. Applicant acknowledges that the County is donating the Lots pursuant to Florida Statutes section 125.379 for the construction of permanent affordable rental housing. Accordingly, the parties acknowledge and agree that the County's remedy for breach of this Agreement by Applicant shall be as follows:

(a) Any use of any Lot and/or any Property by Applicant in violation of this Agreement shall result in reversion of the Lot and whatever has been built on the lot to the County and Applicant shall, immediately upon request of County, execute and record a Quitclaim Deed conveying such Lot to the County;

Lots to be donated to Every Dream Has a Price, Inc.

	<b>Address</b>	<b>Tax ID#</b>	<b>Legal Description</b>
#1	4255 32 <sup>nd</sup> Avenue	32392700005000000021.0	REEDWOOD SUB – N ½ OF LOT 21 PBI 3-83
#2	4245 32 <sup>nd</sup> Avenue	32392700005000000021.1	REEDWOOD SUB – S ½ OF LOT 21 PBI 3-83
#3	4205 24 <sup>th</sup> Court	32392600000300000022.1	COM AT SE COR OF ANNA GRAY BATTLE TR, RUN W ALONG S LINE OF SAID TR, 712.89 FT, TH NLY ALONG UNDEDICATED RD WAY 70.03 FT TO POB, TH W & PARALLEL TO SAID S LINE OF TR, 60 FT, TH N 35 FT, TH E & PARALLEL TO S LINE OF TR, 60 FT, TH S 35 FT TO POB.

**Exhibit B. Disclosure of Relationships**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted with that certain Agreement for Donation of Surplus County-Owned Lands

1. This sworn statement is submitted by: \_\_\_\_\_  
(Name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and \_\_\_\_\_

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

2. My name is \_\_\_\_\_  
(Please print name of individual signing)

And my relationship to the entity named above is \_\_\_\_\_

3. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

4. I understand that the relationship with a County Commissioner or County employee that must be disclosed is as follows:

*Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, step-brother, stepsister, half-brother, half-sister, grandparent or grandchild.*

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in Section 105.08, Indian River County Code, with any County Commissioner or County employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity have the following relationships with a County Commissioner or County employee:

	Name of Affiliate or Entity	Name of County Commissioner or employee	Relationship
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

STATE OF: FLORIDA  
COUNTY OF: INDIAN RIVER

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

by \_\_\_\_\_ of \_\_\_\_\_ who is  
personally known to me or has produced \_\_\_\_\_ as  
identification.

Notary Public Name \_\_\_\_\_ (affix seal)

Notary Public Signature \_\_\_\_\_

My Commission Expires: \_\_\_\_\_