



2024 HURRICANES HELENE/MILTON POST DISASTER HOUSING PLAN

PURPOSE

This plan serves as a framework for Hernando County government entities' efforts to provide housing alternatives to citizens adversely impacted by hurricanes. It also demonstrates the necessity of multi-agency coordination between local County efforts and those of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Administration (FEMA).

SCOPE

The scope of this plan is limited to the desired housing outcomes necessitated by the impacts on citizens caused by the 2024 hurricanes Helene (DR-4828-FL Incident date: September 23 – October 7, 2024, Declaration date: September 28, 2024) and Milton (DR-4834-FL Incident date: October 5—November 2, 2024, Declaration date: October 11, 2024).

STRATEGY AND DESIRED OUTCOMES

- This plan is designed to:
 - Utilize the established post-disaster temporary housing solutions provided by the identified agencies.
 - Be implemented through case management services contracted by the County, which will develop a comprehensive database of hurricane survivors in Hernando County who require either short-term or long-term housing solutions, in addition to addressing unmet humanitarian needs.
 - Identify survivors who may not qualify for state or federal direct housing assistance. The County will seek to support individuals deemed ineligible by pursuing viable alternative solutions for their post-disaster housing requirements.

The primary goal of this plan is to ensure that all post-disaster hurricane survivors in Hernando County who do not have their own housing solutions are referred to suitable housing programs. These programs may be for-profit (such as insurance), governmental (federal, state, and county), or nonprofit and designed to meet both their immediate and long-term needs.

METHODOLOGY

County

The County shall establish a Disaster Housing Working Group (DHWG). The focus of the DHWG will be to develop processes adequate to identify citizens with post-disaster housing needs, ensure appropriate case management services are afforded to citizens, and make recommendations to the Hernando Board of County Commissioners (HCBOCC). Unless otherwise specified by policy, standard, agreement, or ordinance/law, the DHWG will coordinate, oversee, and approve this multi-agency post-disaster housing plan and determine the specified performance period. Additionally, the DHWG will validate and approve survivor grantees of county programs established under this plan. They shall hold regular meetings as deemed appropriate to accomplish the needs of the citizens, meet the desired outcomes of this plan, and coordinate the efforts of other state and federal agencies meeting the post-disaster housing needs within Hernando County. DHWG shall conduct meetings consistent with locally adopted practice, and the Chairperson shall establish a quorum of the voting members who are present to convene and conduct business at each meeting. At a minimum, the voting membership of the DHWG shall include the following. It may consist of other non-voting representatives as deemed necessary to accomplish this post-disaster housing strategy/plan. These voting members shall be:

- County Administrator or designee (Chairperson)
- Director of Emergency Management (Shall serve as the Chair in the absence of the Chairperson) or designee
- Director of Housing and Supportive Services or designee
- Development Services Director or designee
- Clerk of Court-County Comptroller or designee
- City of Brooksville representative (invitation extended)
- One locally based non-profit director (appointed by the Working Group)

The following will be non-voting members of the Working Group:

- Fire Department Director of Strategic Initiatives
- Others as deemed appropriate by the Working Group

Local Disaster Case-Management Program

- Hernando County will provide qualified Disaster Case Management (DCM) to work directly with residents of the county who request temporary housing or other long-term recovery assistance. The DCM team will employ several outreach methods to ensure that all impacted communities are informed of this resource and that it is easily accessible to all who need it. The DCM team will, at a minimum, undertake the following responsibilities: Establish a secure electronic database where Private

Personal Information (PPI) will be stored for systematic case management and ongoing analysis to inform decision-making and funding allocations continuously

- Create unique case files for each applicant household to maintain and evaluate their unmet needs and program eligibility. This will include but is not limited to the following categories:
 - Household Basic Information
 - Applicant and all household members' full names and ages
 - Damaged Dwelling Address and Current Address where applicable
 - Property Status – owner or renter
 - Insurance Claim Status – Flood and Homeowners
 - FEMA registration number and all award and denial letters
 - Floodplain designation – to be verified by the DCM team
 - State NCS Program/HOPE FL application status
 - Employment Status
 - Proof of Income (3 consecutive years of federal tax return filings)
 - Poverty level designation, if applicable
 - Disability Status, if applicable
 - Veteran Status, if applicable
- Direct survivors to any known nonprofit programs applicable to their specific case.
- Ensure there is NO duplication of benefits, including housing, from any source (insurance, FEMA, Hope FL, or non-profit).

Travel Trailer Units (TTU) [State Donated] Program

Travel Trailer Units (TTU) [State Donated] Program, made possible by TTU donated by FDEM to requesting counties within Florida, will be overseen by the DHWG. The DHWG will determine the survivor's eligibility to be granted one of these donated TTUs to satisfy the survivor's short-term or long-term post-disaster housing needs. This process ensures that the TTUs are allocated to those most in need.

DONATION REQUEST

The Emergency Management Director will request donated TTUs via WebEOC mission request(s) from FDEM. The number of TTUs requested from FDEM shall be based upon preliminary DCM analysis and any subsequent determination of need, with the following request based upon FDEM TTU availability.

LEGAL EXECUTION:

Memorandum of Agreement (MOA) for the collective TTU request will be legally executed by FDEM and provided to Hernando County for legal execution. Upon receipt of the executed MOA from FDEM, the County Attorney for Hernando County shall review and likewise legally execute the MOA and then return certified copies as appropriate to FDEM.

FDEM will then initiate delivery of the TTU to Hernando County, along with a transferable ownership title for each unit.

LOGISTICAL COORDINATION:

The DCM Team and Fire Department Director of Strategic Initiatives (FDDSI) shall be responsible for:

- Coordinating the delivery to Hernando County and receiving the requested TTU from FDEM support contractors.
- Coordinate the execution of title transfer from FDEM to Hernando County.
- Coordinating the language and the final form of the Grantee Agreement which will contain all conditions of the donation of the TTU to eligible survivor households and will be required for the title transfer process and recorded with the Hernando County Clerk of Courts. is A blank copy of the Grantee Agreement may be found in Appendix I of this document.
- Ensuring all grant paperwork has been legally executed by both Hernando County legal representatives and the intended survivor grantee, as well as appropriate legal execution for the ownership title transfer to the approved survivor grantee. NOTE: The monetary cost of ownership title transfer from Hernando County to the survivor grantee shall be the financial obligation of the survivor grantee, where possible. Should grantees have a proven financial need to cover these costs or suffer an additional financial burden as demonstrated by a review of their current financial resources, the DCM team will seek financial support for these costs from other available county and non-profit resources
- Develop a request for proposal (RFP) to hire a qualified contractor to facilitate the eligibility and logistics associated with granting TTUs and completing the installation of TTUs at designated locations as applicable.
- Coordinating the actual delivery utilizing contractor support to the intended survivor grantee.
- Verify and file all documentation as deemed appropriate by the County Attorney and County Comptroller (to account for and record the transfer of donated property).

SURVIVOR GRANTEE SELECTION CRITERIA:

DCM shall utilize the following criteria to determine TTU grant eligibility for Hernando County post-disaster survivors.

- DCM receipt and verification of the following paperwork:
 - Valid government-issued identification.
 - Valid FEMA registration number.
 - Verification of State NCS ineligibility when applicable
 - Proof of Hernando County residency and property ownership.

- Verification that no other source of housing is available until home reconstruction is complete (Insurance, FEMA, State NCS).
- Primary residence in Hernando County.
- Income verification with three consecutive years of federal tax return filings.
- Must demonstrate that insurance proceeds will NOT provide long-term housing.
- The Hernando County pre-disaster homesteaded/primary residence must be uninhabitable or alternately determined to be more than 50% substantially damaged due to impacts sustained from Hurricane Helene or Hurricane Milton as determined by County inspection

PRIORITY CONSIDERATION FOR AWARD: (any or all as determined by the DHWG)

- Households who can demonstrate that their combined income is at or below the Federal Poverty Level (FPL) as designated by the Department of Housing and Urban Development (HUD) annually.
- By county inspection, the dwelling is determined to have more than 50% substantial damage, health/safety hazards, or permanently uninhabitable. The property is located in a flood zone.
- Persons or households with documented disabilities with verification via SSI/SDI determination letters.
- Elderly persons are defined as those aged 65+.
- Military veterans.
- The damaged dwelling has been identified as having verifiable and significant health or safety risks.
- When applicable, households have been denied any insurance-provided housing and all state and federal post-disaster housing programs or when all other sources have been exhausted.

SURVIVOR TTU GRANTEE SELECTION SCORING MATRIX:

The following shall receive a score of ONE (1) POINT each for a maximum score of FOUR (4) points, which shall be the minimum necessary for consideration as an awarded grantee in the County TTU Program:

- Valid government-issued identification and legal age.
- Proof of US citizenship.
- Valid FEMA registration number.
- Proof of residency and property ownership in Hernando County.

The following shall receive a score of TWO (2) POINTS, each added to the above minimum score:

- By county inspection, the dwelling is determined to have more than 50% substantial damage, health/safety hazards, or permanently uninhabitable.
- Verification that no other source of post-disaster housing is available until home reconstruction is complete (Insurance, FEMA, State NCS, non-profit).
- The uninhabitable Hernando County primary residence is in a flood zone.
- The awarded TTU will be located and maintained outside a FEMA-designated flood zone.

The following shall receive a score of FIVE (5) POINTS, each added to the above two scores for a maximum of TWENTY-FIVE (25) additional points and a POTENTIAL TOTAL MAXIMUM SCORE OF THIRTY-TWO (32) POINTS. Thus, this methodology will provide PRIORITY consideration for the following applicants as an awarded grantee by the DHWG:

- Households who can demonstrate that their combined income is at or below the Federal Poverty Level.
- Legally documented disability or other incapacitating medical condition.
- Elderly (65+).
- Copy of DD-214 Certificate of Release or Discharge from Active Duty.

COUNTY TTU GRANT PROCESS:

DCM shall identify eligible applicants for the potential awards per this plan's guidelines and develop a case summary for DHWG review. This portfolio shall include a completed applicant scoring matrix. DCM will also conduct a site survey of the proposed location where the TTU will be delivered and set up for inhabitants. The site survey will check if the requested location is in a flood zone, what permits are necessary, if the area has suitable utility hookups for the TTU, and if these services need to be established beforehand. DCM will consider the plan section titled TTU PLACEMENT ON PRIVATE PROPERTY REGARDLESS OF PROGRAM SOURCE and inform the applicant in writing of these requirements.

DCM shall verify if the applicant can financially afford to pay the title transfer cost for the awarded TTU, utility installation at the proposed TTU location, and monthly costs of related utilities and/or site rental if the grantee places TTU in a commercial park. NOTE: The county will NOT pay for any of these costs. However, DCM should refer applicants to non-profit organizations that may offer financial assistance based on the organization's award criteria.

Upon completing the case summary, the DCM will refer the application to the DHWG, which will review it and vote on awarding the applicant a TTU.

Upon successful award, the grantee will meet with the FDDSI, who will coordinate the execution of all written agreements (see Appendix I), title transfer, and permits as may be necessary. Before TTU delivery, the FDDSI will verify that the grantee has installed all utility hookups for the TTU, meets applicable codes, and is fully operational. The FDDSI will then

schedule delivery to the agreed-upon location, whereupon contractor support staff will assist the grantee in setting up the TTU. (See Workflow Diagram Appendix II)

TTU PLACEMENT ON PRIVATE PROPERTY REGARDLESS OF PROGRAM SOURCE:

TTU placement on private property can result from many rational processes. This section will describe some compliance/enforcement criteria to be considered.

Based on the Hernando County Board of County Commission (HCC) action, there will be a maximum three (3) year performance limitation for post-disaster survivors to inhabit an RV or TTU on private property. At the same time, their primary residence is being reconstructed or replaced because of damage sustained by Hurricane Helene, Milton, or both.

Non-flood zone: Due to the Community Rating System (CRS) limitations and requirements, the placement of all County TTUs in a non-flood zone shall be preferred. Applicants who opt to place County Program TTUs in these areas and assure that the TTU will NOT be placed and inhabited in any flood zone will be prioritized.

Flood zones: TTU placed in FEMA-designated flood zones will be considered an option of last resort; this consideration shall extend to all government housing programs (County, State, and Federal). TTUs placed in FEMA-designated flood zones must reapply for a permit every six months to maintain compliance with the National Flood Insurance Program.

Property owned by other than the survivor grantee: DCM and FDDSI will ensure that the property owner has signed a separate Right of Entry, which also indicates their approval for the TTU to be placed upon their property for the convenience of the survivor grantee. Additionally, DCM and FDDSI will ensure that a written agreement exists between the survivor grantee and the property owner. DCM and FDDSI will also ensure that all permitting and utility connections are established and functional before delivery, just as they would have been if TTU had been placed upon the survivor grantee's property.

Any unpermitted TTU or RV located and inhabited in a FEMA-designated flood zone can potentially adversely impact Hernando County's CRS rating. As such, the County must permit any TTU to be placed in any FEMA-designated flood zone, and inhabited placement is limited to a maximum of 180 consecutive days per 44 CFR Part 59.

FEMA-designated flood zones for TTU/RV compliance with County permitting, as well as county permitting and code enforcement, shall regularly prioritize canvassing properties located in FEMA-designated flood zones for TTU/RV compliance with County permitting and the requirements of 44 CFR. Enforcement for non-compliance shall include any TTU/RV regardless of placement origin (County, State, Federal, or privately owned). To reinforce previous statements, demonstrated enforcement is necessary for the County to prevent a potential retrograde in CRS rating.

COST OF PLACEMENT AND RECOVERY:

The survivor grantee is responsible for all costs associated with this TTU program. The County will NOT pay any fees associated with this program except for the price of title transfer from FDEM to the County, contractor delivery and setup support, and County employee labor costs.

Awarded TTU will become the granted property of the grantee, who shall be required to meet performance requirements as specified in applicable agreements between the grantee and the County.

The County will not recover any granted TTU after the performance period ends. The grantee is responsible for any disposal costs.

VALIDATION OF OUTCOMES AND PROGRAM CLOSEOUT

The DHWG shall meet as needed but no less than every 180 days to evaluate the outcomes of multi-agency post-disaster housing initiatives resulting from the aftermath of hurricanes Helene and Milton. These meetings will analyze:

- Any need for post-disaster housing within Hernando County
- Effectiveness of current initiatives
- Any code enforcement updates or issues that may impact post-disaster housing
- Issues arising from -necessitating post-disaster housing initiatives that necessitate corrective action and developing methodology and implementation to reach a final resolution.
- Need for HCOBCC action.
- Any current initiatives that are ready for closeout and review
- Complete closeout of all initiatives

Lessons Learned After Action will be captured for review and Improvement/Implementation Plan for future disasters.

RECIPIENT'S ACCEPTANCE AND ACKNOWLEDGMENT

The Recipient, _____, hereby accepts delivery of the Equipment as defined in the Donation Agreement and Release and Waiver of Liability and Indemnification Agreement for Receipt of Donated Equipment ("Donation Agreement") signed by Recipient on _____, 2025, and acknowledges the Recipient received the Equipment (VIN# _____) "as-is" on this ___ day of _____, 2025, in accordance with the said Donation Agreement.

Signature: THE RECIPIENT

Date: _____

Signature: THE RECIPIENT

Date: _____

DONATION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT FOR RECEIPT OF DONATED EQUIPMENT

This Donation Agreement (“Agreement”) is made as of the date of the last signature hereon between Hernando County, a political subdivision of the State of Florida, located at 15470 Flight Path Drive, Brooksville, FL 34604 (“the County”), and _____ (“the Recipient”), a natural person, whose address is _____, collectively referred to as “the Parties.”

WHEREAS the County and the Florida Division of Emergency Management (“FDEM”) entered into a memorandum of agreement wherein FDEM transferred ownership and possession of that certain travel trailer with VIN _____ (“the Equipment”) to the County; and

WHEREAS the term “the Equipment” may include, but is not limited to, the travel trailer itself and all of its components and accoutrements including, but not limited to: wheels, tires, hitch, awnings, chassis, mirrors, windows, lights, electrical system, computer components, air conditioning and heating, entertainment system, furnishings, appliances, hardware, propane tank and related apparatus, decorations, kitchen and bathroom fixtures, and any and all other interior and exterior equipment; and

WHEREAS the County has title to the Equipment free and clear of all encumbrances, liens, and other claim of any kind, and the County has possession of all ownership documentation and title for the trailer; and

WHEREAS the County desires to donate AS-IS WITHOUT WARRANTY AND WITH ALL FAULTS the Equipment to the Recipient at no cost; and

WHEREAS the Recipient understands and agrees that as of the date the County and the Recipient meet to execute title transfer documentation, the Recipient shall be responsible for all costs associated with the Equipment including, but not limited to the costs described in Section 9 below, and that title to the Equipment will be provided within 14-21 business days after signing title transfer documentation, barring an unforeseen delay; and

WHEREAS the Recipient wishes to accept the Equipment under the following terms and conditions.

NOW THEREFORE for and in consideration of the mutual promises and obligations of the Parties to each other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as following terms of such transfer:

1. Delivery and Acceptance of Equipment

- a. The Recipient is [check one]: () the title owner of the real property, OR () is the lawful invitee or tenant of the owner of the real property, located at _____ in Hernando County, Florida (“Delivery Location”).
- b. Recipient shall provide documentation to the County prior to delivery that the Delivery Location has proper electricity, water and sewer sources to which to hook up the Equipment.
- c. Prior to delivery, the Recipient shall obtain the required permit(s) to reside in the Equipment at the Delivery Location.
- d. If the Recipient will reside in the Equipment at property owned by a third party, Recipient shall provide documentation to the County prior to delivery that Recipient has the property owner’s permission to reside in the Equipment on said property, will cooperate with Recipient to obtain the required permit(s), and consents to the County entering said property for the sole purpose of accessing the Equipment to enforce this Agreement.
- e. The County will deliver to Recipient the Equipment at the Delivery Location on a date and time agreed upon by the Parties.
- f. The description of the Equipment is for the sole purpose of identifying the Equipment and does not constitute a representation or warranty in any respect whatsoever.
- g. The County will donate the Equipment to the Recipient and the Recipient will accept the Equipment from the County.
- h. Upon acceptance, the Recipient shall be responsible for compliance with all laws, ordinances and regulations applicable to use of the Equipment, regardless of when the transfer of title to Recipient occurs, and whether required by the County or otherwise.
- i. The Recipient shall cooperate with the County to complete and execute any and all forms which may be required by the local or state municipality to complete the transfer of title to the Recipient, and Recipient shall apply for and pay for all permits required by

local ordinance associated with keeping, parking or residing in the Equipment.

- j. The Recipient acknowledges that the Equipment is in good and working condition and accepts same “as-is.”
- k. The Recipient acknowledges the equipment is to be used as a temporary shelter and not for recreational activities.

2. Costs Associated with Equipment

- a. After the County delivers the Equipment to the Recipient at the Delivery Location, and the Recipient accepts the Equipment, regardless of when the transfer of title to Recipient occurs, the Recipient is responsible for all costs of any nature associated with the Equipment including, but not limited to, transferring title to the Equipment, registering the Equipment in Recipient’s name, rezoning or conditional use applications as required, maintenance, replacement and repair of the Equipment, hooking up utilities, obtaining building department and zoning permits as necessary, insurance, rent for location or storage of Equipment, and removing or disposal of the Equipment.
- b. The County is not responsible for any of the costs described in subsection 2.a. above, or any other cost associated with the Equipment, once County delivers the Equipment and Recipient accepts the Equipment.

3. Hazardous Materials

- a. The Equipment may contain flammable items, radioactive materials, explosives, hazardous or toxic substances, waste or related materials, including any materials defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “infectious wastes,” “hazardous materials” or “toxic substances” now or subsequently regulated under any federal, state or local laws, regulations or ordinances (“Hazardous Material”).
- b. The Recipient will defend, indemnify and hold the County harmless against any claims resulting from or relating to such Hazardous Material.

4. Warranties

The Recipient acknowledges and agrees that:

- a. The Recipient is receiving the Equipment “as-is, where is” and “with all faults”;

- b. The County has made no representations or warranties to the Recipient regarding the quality, nature, condition or composition of the Equipment;
- c. The County has made no representations or warranties to the Recipient regarding the compliance of the Equipment with the requirements of any specifications, laws, ordinances or regulations;
- d. The Recipient has been given the opportunity to reject the Equipment, in part and in whole, and has declined to do so;
- e. The County disclaims all warranties and representations, whether express, implied, or statutory, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. The County also disclaims any implied warranty arising out of trade usage or out of course of dealing or course of performance. The County also disclaims any warranty or other obligation on account of any claim of infringement or misappropriation of patents, copyrights, or other intellectual property rights in connection with the Equipment.

5. Limitation of Liability

- a. To the maximum extent allowed by law, under no circumstances will the County be liable for any damages of any kind, whether direct, indirect, special, incidental, consequential or punitive, even if they were foreseeable and/or even if the Recipient has informed the County of their potential, arising in any way out of the Equipment or this Agreement.
- b. The Recipient voluntarily assumes full responsibility for any risk of loss, property damage or personal injury, including death, for the Recipient, the Recipient's family, or any person who is on Recipient's property whether or not an invitee, that may be sustained by Recipient, Recipient's family, or any person who is on Recipient's property whether or not an invitee, or any loss or damage to real or personal property owned by Recipient, as a result of receiving the Equipment, WHETHER CAUSED BY THE NEGLIGENCE OF THE COUNTY or otherwise. Recipient further AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY from any loss, liability, damage or cost, including court costs and attorney's fees, that Recipient may incur due to Recipient's participation in said activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE COUNTY or otherwise.

- c. It is the Recipient's express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of Recipient's family and spouse, if alive, and heirs, assigns and personal representative, if deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the COUNTY.

6. Conveyance and Disposal

- a. The Recipient must retain ownership of the Equipment for a minimum of eighteen (18) months from the date of signature before conveying ownership or disposal is permitted.
 - i. If the Equipment is no longer needed within the first 18 months, the Recipient shall offer, in writing, to the County first right of refusal to accept return of the trailer at no cost to the County; if the County declines acceptance of the trailer, in writing, the Recipient may convey or dispose of the Equipment in compliance with this Agreement.
 - ii. In the event of the Recipient's death within the 18-month period, transfer of ownership as part of Recipient's estate is permitted without offering to the County first right of refusal; however, all obligations under Section 8: Removal must be upheld.
- b. The Recipient shall be responsible for compliance with all laws, ordinances and regulations applicable to the conveyance and disposal of the Equipment.

7. Right of Entry

- a. The Recipient hereby gives permission to the County, and its subcontractors, employees, staff and vendors, to enter the Recipient's property, or if the Recipient is the invitee of the property on which the Equipment is delivered, Recipient gives permission as the invitee or tenant on said property, for the County to conduct the following activities:
 - i. Delivery of the Equipment;
 - ii. Inspection, if required;
 - iii. Removal of the Equipment for Recipient's non-compliance with this Agreement, which includes but is not limited to failing to meet with the County on its scheduled date to complete all required paperwork to effectuate the final transfer. Should removal be required, such removal will only include the

Equipment; the Recipient shall be responsible for disconnection of all utilities and other equipment that Recipient installed thereto, including but not limited to stairs, ramps, etc.;

- iv. Removal of personal items should the removal of the Equipment be warranted in accordance with the above.
- b. This Section 7 expires eighteen (18) months from the date the Recipient accepts delivery of the Equipment.

8. Removal

- a. The Recipient shall be responsible for compliance with all laws, ordinances and regulations applicable to the removal of the Equipment in accordance with all local, state and federal laws, should they apply.
- b. The Equipment may not be removed from the Delivery Location without prior written authorization from the County, except under the following conditions: The Recipient shall relocate the Equipment to a safe location during, but not limited to, declared states of emergency, mandatory evacuations, or when special notices are issued by the County to protect life, health, or safety.

9. Maintenance

The Recipient affirmatively understands that as of the date the Recipient accepts delivery of the Equipment, the Recipient shall be responsible for any and all maintenance, repair and replacement of the Equipment. The County shall not under any circumstances be responsible for, nor provide any assistance or financial reimbursement for any maintenance, repair or replacement of the Equipment or any other related expense incurred as a result of such maintenance, repair, replacement or otherwise.

10. Indemnification

The Recipient will defend, indemnify and hold the County harmless against any claims relating to the packing, removal, handling, shipping, use, possession, transfer, sale, donation or other disposal of the Equipment.

11. Term

The term of this Agreement is eighteen (18) months from the date Recipient accepts the Equipment. Provisions 2, 3, 4, 5, 9 and 10 shall survive and remain legally binding past the expiration, termination or completion of this Agreement. This Agreement is not subject to renewal or extension.

12. Miscellaneous

- a. This Agreement represents the entire agreement between the parties regarding the subject matter hereof. It supersedes all previous oral and written communications between the Parties.
- b. This Agreement may not be modified except in writing by authorized representatives of both Parties.
- c. If any provision is held invalid, all other provisions will remain valid, unless such invalidity would frustrate the purpose of the Agreement.
- d. The term "the County" is, and includes all employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries.
- e. This Agreement is not transferrable or assignable without the written pre-approval of the County which pre-approval may be withheld by the County in its sole discretion.
- f. The terms and conditions of this Agreement inure to the benefit of, and are binding upon, the Parties' successors and assigns.
- g. This Agreement will be governed by the laws of the State of Florida except where the federal supremacy clause requires otherwise.
- h. All claims and actions brought or arising from this Agreement will be brought in the courts of Hernando County, Florida.
- i. In the event of a legal dispute between the Parties, each Party shall pay its own attorney's fees and costs at all levels of the dispute. The Parties hereby waive the right to a jury trial in any and all legal disputes.

THE RECIPIENT IS AT LEAST EIGHTEEN YEARS OF AGE AND FULLY COMPETENT AND HAS CAREFULLY READ THIS WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTANDS ITS CONTENTS.

THE RECIPIENT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A

CONTRACT BETWEEN THE COUNTY AND THE RECIPIENT AND SIGNS IT
FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IN WITNESS WHEREOF, the Parties have caused this instrument to be
executed on its/their behalf by officials duly authorized therefor.

Signature: THE RECIPIENT

Date: _____

Signature: THE RECIPIENT

Date: _____

Signature: THE COUNTY

Printed Name: _____

Title: _____

Date: _____

TTU APPROVAL PROCESS

