

**AGREEMENT BETWEEN THE CITY OF ORLANDO
AND THE COALITION FOR THE HOMELESS OF CENTRAL FLORIDA
EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM**

THIS AGREEMENT is entered into by and between the **City of Orlando**, a Florida municipal corporation (hereinafter referred to as the “City”) with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, and the **Coalition for the Homeless of Central Florida, Inc.**, a nonprofit corporation organized under the laws of the State of Florida, (hereinafter referred to as the “Coalition”) with a principal address of 639 West Central Blvd., Orlando, Florida 32801-7343.

W I T N E S S E T H:

WHEREAS, pursuant to the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (“HEARTH”), the United States Department of Housing and Urban Development (“HUD”) has designated the City as a grantee of the revised Emergency Solutions Grants Program (“ESG”), formally known as the Emergency Shelter Grants Program, and has allocated ESG funds to the City in furtherance of its goal of preventing homelessness for all of the citizens in the City of Orlando; and,

WHEREAS, the Coalition wishes to continue to provide services and assistance to individuals who are homeless or who are at-risk of becoming homeless, and if not for this assistance would be homeless; and,

WHEREAS, the Coalition participated in the City's Request for Proposal process and the City accepted its proposal for assistance, and awards the sum of Fifty-Five Thousand Dollars and No Cents (\$55,000.00) for eligible activities in accordance with 24 CFR Part 576, Subpart B.

NOW THEREFORE, in consideration of the promises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Coalition agree as follows:

SECTION 1: USE OF ESG FUNDS

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Scope of Services:** Under the terms and conditions of this Agreement, the City agrees to provide the Coalition the sum of Fifty-Five Thousand Dollars and No Cents (\$55,000.00) in FY 2014-2015 ESG funds to carry out eligible activities as described in 24 CFR Part 576, Subpart B, so that the Coalition can continue to provide assistance and services to those individuals who are homeless or who are at-risk of becoming homeless, and if not for this assistance would be homeless, as defined in 24 CFR § 576.2. The Coalition shall carry out those eligible activities according to the Budget, which is attached hereto and made a part hereof as **Exhibit "A"**. No modification, amendment, alteration or change is to be made to the scope or intent of this Agreement, nor to the expenditure category indicated in **Exhibit "A"**. Any

changes in budget line items, including additions, must be requested in writing and must be approved by the City's Housing and Community Development Director or her designee before any expenditure can be undertaken. The Coalition shall use these ESG funds for eligible expenses permitted under the Budget as permitted under the ESG regulations set forth in 24 CFR Part 576. The Coalition acknowledges and agrees that any funds not used in accordance with permitted ESG regulations and the Budget must be repaid to the City.

3. Match: The Coalition shall comply with the match-funding requirement as set forth in 24 CFR § 576.201.

4. Disbursement of Funds: On a monthly basis, the Coalition shall submit a draw request for ESG funds along with a written request for reimbursement of expenditures for activities set forth in the Budget attached as **Exhibit "A"**, and copies of receipts and paid invoices supporting expenditures. Said request for reimbursement must be received by the City no later than the tenth day of the month following the end of the month. If the City approves the reimbursement request, the City shall, in turn, request reimbursement from HUD from the City's ESG account. In no event shall the City be obligated to reimburse the Coalition except with ESG funds received from HUD and unless the City approves the reimbursement request. If the Coalition is not in breach or default of this Agreement in any way, the City agrees to promptly process all reimbursement requests received from the Coalition and to promptly forward any reimbursement funds received from the ESG account. The absolute maximum amount that shall be paid the Coalition under this Agreement is Fifty-Five Thousand Dollars and No Cents (\$55,000.00). In the event that HUD or the City determines that any ESG monies have been wrongfully paid, the Coalition agrees to refund such money to the City so that the City may refund it to HUD.

5. Term: Unless earlier terminated, this Agreement shall remain in effect from October 1, 2014 until September 30, 2015. Notwithstanding any of the foregoing, all record keeping requirements set forth in this Agreement or mandated by ESG regulations shall survive the termination of this Agreement and shall continue for the period provided in such regulations.

SECTION 2: GENERAL TERMS AND CONDITIONS

1. Applicable Laws: The Coalition agrees to abide by any and all applicable federal or state laws, statutes, local ordinances, rules and regulations, whether presently existing or hereafter promulgated. The Coalition agrees to comply with all applicable provisions and regulations of the ESG Program contained in 24 CFR Part 576 and other HUD regulations, as amended from time to time, whether set forth herein or not. The Coalition shall also comply with the ESG eligibility requirements, a copy of which is attached hereto and made a part hereof as **Exhibit "B"**.

2. OMB Circulars: The Coalition shall comply with the requirements of OMB circulars A- 122 and A-110 as they relate to the acceptance and use of ESG funds.

3. Audits: The Coalition shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and OMB Circular A-133. The Coalition also agrees to allow the City's Internal Audit and Evaluation Department to

conduct any audits the City feels necessary at any time during the term of this Agreement or while the Coalition is responsible for any ESG funds. A copy of said audit shall be submitted to the City no later than three (3) months following the end of each fiscal year of this Agreement.

4. Records and Reports: The Coalition agrees to maintain separate and distinct accounts, records, and other documentation that adequately identify the source and application of the ESG funds and that meet the requirements of 24 CFR §§ 576.107 and 576.500. The Coalition shall enter all client data describing demographics, eligibility and financial assistance, including the number of individuals and families that were served, into the Homeless Management Information System (HMIS). Data must be entered, at a minimum, on a weekly basis. This data will be collected by the HMIS Lead agency on a monthly basis via the HMIS monthly status report. The HMIS Lead agency shall then deliver the quarterly status report, attached hereto as **Exhibit “C”**, to the City by the tenth (10th) calendar day of the month following the month during which services were rendered. The Coalition is responsible for entering the following data points:

- ◊ Households Verification of Homelessness
- ◊ Households by Gross Monthly Income
- Households by Gender and Age
- ◊ Households by Race/Ethnicity
- ◊ Households Housing Units
- ◊ Households Receiving Housing Assistance/Support Services
- ◊ Household Ending Destination
- ◊ Any Other Data Points as required by HUD

The HMIS quarterly status report shall be in the format set forth by HUD through HMIS. The Coalition must coordinate with the HMIS Lead agency to ensure timeliness and accuracy.

In addition, if ESG funds are being used for personnel, the Coalition shall submit a personnel activity report detailing personnel activities, including duties performed and time allocations in one-half increments (.5). This report shall be in the format provided in **Exhibit “D”**. The Coalition shall keep orderly and complete records of its accounts and operations and shall keep these records open to inspection by the City and HUD personnel at reasonable hours during the entire term of this Agreement, plus five (5) years after the ending date of this Agreement. If any litigation, claim, or audit is commenced prior to the expiration of said five (5) year period, the records shall be maintained until all litigation, claims, or audit findings involving the ESG records have been resolved. Any person duly authorized by the City or HUD shall have full access to and the right to examine any of the said records during said period.

Additional reports may be requested by the City throughout the year. The Coalition must maintain records documenting the total number of clients and the unique identifier of clients to whom services were provided, the type of services and/or actual services performed and the date(s) on which such services were provided, so that an audit trail documenting services is available.

5. Termination of Assistance: The Coalition shall develop and maintain a formal process in accordance with 24 CFR § 576.402, whereby if an individual or family who receive assistance from the Coalition violates program requirements, the Coalition may terminate assistance in accordance with the formal process established by the Coalition. The formal process shall recognize the rights of individuals affected which, at a minimum, must include written notice of the termination and a hearing.

6. Uniform Administrative Requirements. The Coalition shall comply with the Uniform Administrative requirements specified at 24 CFR Part 84, except for §§ 84.23 and 84.53. Also, program income is to be used as the nonfederal share under 24 CFR § 84.24(b). The Coalition shall comply with the requirements and standards as set forth in Office of Management and Budget ("OMB") Circulars A-122, "Cost Principles for Non-Profit Organizations" and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions (as set forth in 24 CFR Part 45). The Coalition also agrees to comply with the provisions of OMB A-110 (implemented at 24 CFR Part 84). The Coalition also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

7. Non-Discrimination and Equal Opportunity: In accordance with 24 CFR § 576.407, the Coalition shall comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). The Coalition shall not discriminate against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap or marital status in the performance of this Agreement. The Coalition shall comply with the following: a) the Fair Housing Act (42 U.S.C. §3601-3619) and implementing regulations at 24 CFR Part 100 et. seq.; b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) and implementing regulations at 24 CFR Part 107 (Equal Opportunity in Housing Programs; c) Title VI of the Civil Rights of 1964 (42 U.S.C. §§2000d - 2000d-4) and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs; d) the Age Discrimination Act of 1975 (42 U.S.C. §§6101 - 6107) and implementing regulations at 24 CFR Part 146; e) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations at 24 CFR Part 8 for purposes of the ESG program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations; f) Title II of the Americans With Disabilities Act (42 U.S.C. §12101), et. seq. and 28 CFR Parts 35 and 36; g) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and implementing regulations at 24 CFR Part 135, except homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c); h) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, and implementing regulations at 41 CFR Part 60 (Equal Employment Opportunity Programs); i) Executive Order 11625, as amended by Executive Orders 12007 (Minority Business Enterprises); j) Executive Order 12432 (Minority Business Enterprise Development); and k) Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise).

It is expressly understood that, upon the event of discrimination based on any of the foregoing regulations, and upon the City's receipt of evidence of such discrimination, the City shall have the right to immediately terminate this Agreement.

8. Affirmative Marketing/Outreach: The Coalition shall comply with the provisions set forth in 24 CFR § 8.6, 24 CFR Part 5, the Americans with Disabilities Act (42 U.S.C. §§12101-12213), and implementing regulations at 24 CFR part 35 and Part 36, as applicable. The Coalition shall adopt procedures to ensure that all persons who qualify for assistance, regardless of their race, color, religion, sex, age national origin, familial status, or handicap, know of the availability of the ESG Program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures. Also, in accordance with Title VI and Executive Order 13166, the Coalition shall take reasonable steps to ensure meaningful access to the ESG Program for limited English proficiency (LED) persons. The Coalition shall also comply with the City's affirmative marketing procedures.

9. Religious Organizations: In accordance with 24 CFR § 576.406, organizations that are directly funded under the ESG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location from the assistance funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.

A religious organization that receives ESG funds will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

An organization that receives ESG funds shall not, in providing ESG assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

If ESG funds are being used for the rehabilitation of structures, the Coalition shall comply with the provisions set forth in 24 CFR § 576.406(e).

10. Conflict of Interest: In addition to the conflict of interest requirements in OMB Circular A-102 and A-110, and 24 CFR § 84.42, no person who is an employee, agent, consultant, officer, or elected or appointed official of the City or of the Coalition and who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. The Coalition shall keep records supporting requests for waivers of conflicts prohibited herein.

Also, in accordance with 24 CFR §576.404, the provision of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the City or the Coalition, or a parent or subsidiary thereof. The Coalition shall not, with regard to individuals or families occupying housing owned by the Coalition, or by any parent or subsidiary thereof, conduct the initial evaluation required under §576.401 or administer homelessness prevention assistance under §576.103.

11. Environmental Review: The Coalition shall not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for an ESG project, or commit or expend ESG funds for eligible activities, until HUD has performed an environmental review under 24 CFR Part 50 and the City has received HUD approval of the property. The Coalition shall assist the City in its compliance with environmental review requirements pursuant to 24 CFR Part 50 by providing required information as requested by the City.

12. Displacement and Relocation: The Coalition shall comply and assist the City in complying with the provisions of 24 CFR §576.408, "Displacement, relocation, and acquisition."

13. Disclosure and Lobbying: The Coalition shall comply with the restrictions on disclosure and lobbying contained in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87 and shall execute the Certificate Regarding Lobbying, as attached hereto and incorporated herein by reference as **Exhibit "E"**.

14. Debarred, Suspended or Ineligible Contractors: The Coalition shall comply with the debarment and suspension requirements set forth in 24 CFR § 5 and 24 CFR § 24. The Coalition shall not enter into a contract with any person, the Coalition or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, "Debarment and Suspension," which is made a part of this Agreement by reference. In the event that the Coalition has entered into a contract or subcontract with a debarred or suspended party, no ESG funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor.

15. Lead Based Paint: The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and implementing regulations at 24 CFR Part 35, subparts A, B, H, J, K, M, and R shall apply to all shelters assisted under the ESG program and all housing occupied by program participants.

16. Habitability Standards: The Coalition shall comply with the requirements set forth in 24 CFR § 576.403. If the Coalition is providing rental assistance with ESG funds, the Coalition shall conduct initial and follow-up inspections of housing units into which a program participant will be moving. Units must be inspected on an annual basis and upon a change of tenancy in accordance with the minimum habitability standards attached hereto as **Exhibit "F"**.

17. Drug Free Workplace: The Coalition shall comply with the Drug Free Workplace Act of 1988 (41 U.S.C. §701, et. seq.) and HUD's implementing regulations at 24 CFR Part 2429, and agrees to complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "G"** and incorporated by reference herein

and made a part of this Agreement. The Coalition will complete this Certification and a copy shall be kept in the files of each of the parties of this Agreement.

18. Confidentiality: The Coalition shall develop, implement, and maintain written procedures to ensure the confidentiality of records pertaining to any individual(s) assisted with ESG funds under this Agreement, and that the address or location of any assisted housing will not be made public.

19. Registration and Accountability: The Coalition agrees to maintain a current registration in the federal System for Award Management (“SAM”) database (<http://www.sam.gov>), formally known as the Central Contractor Registration under 2 CFR § 176.50(c), and provide the City with its SAM registration number and legal name as entered into the SAM. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration in SAM. The Coalition shall also complete and sign the Affidavit attached hereto as **Exhibit “H”** in conjunction with its execution of this Agreement, and provide any supporting documentation if required.

20. Termination: Either party may terminate this Agreement with or without cause, by providing thirty (30) days written notice to the other to such effect.

SECTION 3: DEFAULTS AND REMEDIES

1. Events of Default: The following shall constitute an Event of Default under this Agreement:

- (a) If the Coalition fails to comply with any regulations governing ESG awards, including, but not limited to, 24 CFR Part 576 or fails to comply with any of the terms contained in this Agreement or documents executed in connection therewith, and such failure continues for a period of fifteen (15) days following notice thereof given by the City;
- (b) if the Coalition fails to provide services to the homeless as described herein or fails to file its report on serving the homeless in the manner set forth herein and the attached exhibits;
- (c) if at any time any material representation made by the Coalition, or any service provider, in any certification or communication submitted by the Coalition to the City in an effort to induce the making of this grant or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner;
- (d) if the Coalition does not disclose to the City, upon demand the name of all persons with whom the Coalition has contracted or intends to contract with or provides services to, including contracts for services and/or labor and;

- (e) if any other default occurs under any of the grant documents executed by the Coalition in connection with this grant by the City (herein the “Grant Documents”) which is not elsewhere specifically addressed herein, and such default is not cured within the applicable cure period set forth in the Grant Documents, or if there is no cure period set forth, then within fifteen (15) days following the date of notice to the Coalition thereof; and
- (f) notwithstanding any of the forgoing provisions to the contrary, if the Coalition has failed to cure any default within (5) days prior to the expiration of any applicable cure period, the City may, at its sole option, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

2. No Waiver: Failure of the City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

3. Remedies: Upon the occurrence of any uncured Event of Default, or any other breach of this Agreement, the City shall be free to terminate this Agreement, withhold all funding and/or exercise all rights and remedies available to it under the terms of this Agreement, the Grant Documents, under statutory law, or under common law. The City may also exercise any one or more of the actions contained in 24 CFR §84.62(a)(1-5). All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

SECTION 4: INDEMNIFICATION AND INSURANCE

1. Indemnification: The Coalition shall indemnify and save the City harmless from any and all liability, claims, demands, damages, losses, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys’ fees, original and on appeal, arising out of, or related in any way to, or in any way connected with the performance of the Agreement by the Coalition or because of or due to the existence of the Agreement itself.

2. Insurance: The Coalition shall have in force the following insurance coverage, if applicable, each of which shall contain a provision which forbids any cancellation, changes or material alterations without prior written notice to the City at least thirty (30) days in advance, and will provide Certificates of Insurance to the City prior to commencing operations under the Agreement to verify such coverage:

- (a) Workers' Compensation – The Coalition shall provide Workers' Compensation Coverage for all employees and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$100,000.00 for Employer’s Liability.

(b) Commercial General Liability – The Coalition shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit bodily injury and property damage, or its equivalent.

(c) Commercial Automobile Liability – The Coalition shall provide coverage for all owned, non-owned and hired vehicles utilized in the performance of this Agreement for limits of not less than \$500,000.00 combined single limit bodily injury and property damage, or its equivalent.

(d) Employee Honesty Insurance – The Coalition shall provide not less than Ten Thousand Dollars (\$10,000.00) coverage limit.

SECTION 5: MISCELLANEOUS PROVISIONS

1. Entire Agreement: This Agreement contains the entire agreement between the parties. Except as set forth herein, this Agreement may only be modified in writing, signed by both of the parties hereto.

2. Severability: It is agreed by and between the parties that if any covenant, condition, or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, condition or provisions herein contained.

3. Effective Date: This Agreement shall be effective on October 1, 2014 (herein the "Effective Date") and Coalition may begin providing services and goods hereunder on such date.

4. Assignment: The Coalition shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

5. Notices: Whenever by the terms of this Agreement, notice shall or may be given to either party, such notice shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested to:

City: Oren Henry, Director
Housing and Community Development Department
City of Orlando
400 South Orange Avenue - 7th Floor
Orlando, Florida 32801

Coalition: Coalition for the Homeless of Central Florida, Inc.
Brent Trotter, President
639 West Central Blvd.

Orlando, Florida 32801

6. Compliance With All Laws: Notwithstanding anything herein to the contrary, the Coalition shall manage and administer the ESG funds consistent with and in compliance with all applicable federal, state, and local laws and regulations.

7. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS THEREOF, the parties have executed this Agreement on the _____ day of _____, 2014.

(SEAL)

CITY OF ORLANDO

By: _____
Mayor/Mayor Pro Tem

ATTEST:

Alana C. Brenner, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING ESG AGREEMENT was acknowledged before me this _____ day of _____, 2014, by _____ and _____, well known to me to be the Mayor/Mayor Pro Tem and City Clerk, respectively, of the City of Orlando, and who acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, that they were duly authorized so to do.

Notary Public
Print Name: _____
My Commission Expires: _____

Signed in the presence of

Two (2) Witnesses

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

**Coalition for the Homeless of Central
Florida, Inc.**

a Florida non-profit corporation (Corporate Seal)

By: _____

Print Name: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING ESG PROGRAM AGREEMENT was acknowledged before me this
_____ day of _____ 2014, by _____, as
_____ of Coalition for the Homeless of Central Florida, Inc., a Florida non-profit
corporation. He/she ☐ personally known to me or ☐ has produced
_____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.
_____, 2014.

Assistant City Attorney
Orlando, Florida

EXHIBIT “A”
Coalition for the Homeless of Central Florida, Inc.

BUDGET

Shelter Operations	Proposed Client	Amount
Maintenance/Utilities	140	\$ 40,000
Insurance	N/A	\$ 10,000
Supplies	N/A	\$ 2,500
Telecommunications	N/A	\$ 2,500
Total		\$ 55,000

The Coalition shall spend at least one-half of the funding amounts allocated for each Type of Service listed above by the middle of the grant year during the term this Agreement. The Coalition shall comply with the following time frames provided below.

Type of Service	One-half of Funding for Service	Dates To Be Spent By (Timeframe)
Shelter Operations	\$22,500.00	March 31, 2015

EXHIBIT “B”

PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE ESG ASSISTANCE AS ESTABLISHED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

INCOME LIMITS - Eligible applicant must meet the income guidelines of 30% of AMI or less

FY 2014 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
<u>Extremely Low (30%) Income Limits</u>	\$12,050	\$15,730	\$19,790	\$23,850	\$27,910	\$31,970	\$35,550	\$37,850

1. Housing Status

The household must be either homeless or at risk of losing its housing and meet both of the following circumstances: (1) no appropriate subsequent housing options have been identified; AND (2) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

2. Eligibility Requirements for Rapid Re-housing Assistance

Rapid re-housing is available for persons who are homeless according to HUD’s definition. Individuals and families who meet one of the following criteria, along with the minimum requirements established in Section 5.1, are eligible under the rapid rehousing portion of ESG:

- Sleeping in an emergency shelter;
- Sleeping in a place not meant for human habitation, such as cars, parks, abandoned buildings, streets/sidewalks;
- Staying in a hospital or other institution for up to 180 days but was sleeping in an emergency shelter or other place not meant for human habitation immediately prior to entry into the hospital or institution;
- Graduating from, or timing out of a transitional housing program; and
- Fleeing domestic violence.

EXHIBIT “C”

Quarterly Status Report

IDIS Screen C03MA10

Completed By:

Date Completed:

CPS Project #:	PY 2014 Quarter #:	HUD Activity #
Project Title:		Grantee Activity #
Activity Name:		
Site Address:		
Location:		
Locality:	State:	Zip:
Description:		
Requested Amount		Funded Amount:

IDIS Screen C04MA03

Process Activity

HUD Matrix Code:	
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Is the purpose of this activity to: (Select all that apply)

Help Prevent Homelessness?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Help the Homeless?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Help Those with HIV/AIDS?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Primarily Help Persons with Disabilities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Generate Program Income?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Initial Funding Date:

Environmental Assessment Code:

- ☐ A = Exempt
☐ C = Completed
☐ D = Underway

Will another entity or CHDO have access to the activity? ☐ Yes ☐ No

IDIS Screen C04MA04

Completion Date:

Environmental Assessment Code:

- ☐ 1 = Cancelled
☐ 2 = Complete
☐ 3 = Underway
☐ 4 = Funds Budgeted

Accomplishments for this activity reported for another activity? ☐ Yes ☐ No

Report Year: ☐ 2014-2015

Accomplishment Data:**Proposed accomplishments:****Actual accomplishments:**

01 People: 02 Youth: 03 Elderly: 04 Households: 05 Large Households: 06 Small Households: 07 Elderly Households: 08 Businesses: 09 Organizations: 10 Housing Units: 11 Public Facilities: 12 = Feet of Public Utilities

Accomplishments Narrative:**Emergency Shelter Path****Agency Name & Activity:****IDIS Screen C04MA08**

CDBG Funding ☐
ESG Funding ☐
HOME Funding ☐
HOPWA Funding ☐

IDIS Screen - C04ME01**Select the Appropriate Program (s) and Service (s)**

<input type="checkbox"/>	Emergency Shelter Facilities	<input type="checkbox"/>	Transitional Housing
<input type="checkbox"/>	Vouchers for Shelters	<input type="checkbox"/>	Outreach
<input type="checkbox"/>	Drop-In Center	<input type="checkbox"/>	Soup Kitchen/M Meal Distribution
<input type="checkbox"/>	Food Pantry	<input type="checkbox"/>	Health Care
<input type="checkbox"/>	Mental Health	<input type="checkbox"/>	HIV/AIDS Services
<input type="checkbox"/>	Alcohol/Drug Program	<input type="checkbox"/>	Employment
<input type="checkbox"/>	Child Care	<input type="checkbox"/>	Homeless Prevention
<input type="checkbox"/>	Other money management		

Select the Type of Organization Carrying out the Activity

<input type="checkbox"/>	Public Agency
<input type="checkbox"/>	Faith Based Non-Profit
<input type="checkbox"/>	Other Non-profit

IDIS Screen C04ME08**Select one from each section (Objective & Outcome)**

OBJECTIVE	<input type="checkbox"/> Create Suitable living Environments <input type="checkbox"/> Provide Decent Affordable Housing <input type="checkbox"/> Create Economic Opportunities
OUTCOME	<input type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability

IDIS Screen C04ME09**Select all that apply**

<input type="checkbox"/>	CDBG strategy area
<input type="checkbox"/>	Local target area
<input type="checkbox"/>	Presidentially declared major disaster area
<input type="checkbox"/>	Historic preservation area
<input type="checkbox"/>	Brownfield redevelopment area
<input type="checkbox"/>	Conversion from non-residential to residential use

Emergency Shelter Path (continued)

Agency Name & Activity:

ESG Beneficiary Information**IDIS Screen IDIS C04ME02**

The numbers for the following questions are based on the number of persons served for Residential, Emergency, or transitional shelters

Please select the appropriate quarter for this report.

- ☐ Quarter #1 (October - December)
☐ Quarter #2 (January – March)
☐ Quarter #3 (April – June)
☐ Quarter #4 (July – September)

Residential, Emergency, or Transitional Shelters

	Quarterly	Year-to-Date Served
Adults Served		
Children Served		

Non-Residential Services

	Quarterly	Year-to-Date Served
Adults Served		
Children Served		

IDIS ScreenC04ME07**Annual Number Served (Residential and Non-Residential Services)**

	Quarterly	YTD Served	Hispanic (Quarterly)	YTD
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
Am. Indian/Alaskan Native & Black/African American				
Other Multi-Racial				
Totals				

IDIS Screen C04ME03**Emergency or Transitional Shelters****Annual Number of Individual Households (singles)**

Unaccompanied 18 and over	Male:	Female:	Totals:
Unaccompanied under 18	Male:	Female:	Totals:

Annual Number of Family Households with no Children Headed by:

Single 18 and over	Male:	Female:	Totals:
Single under 18	Male:	Female:	Totals:

Two Parents 18 and over	
Two Parents under 18	

Annual Number of Family Households with no Children	
---	--

Emergency Shelter Path (continued)

Agency Name & Activity:

IDIS Screen C04ME04**Emergency or Transitional Shelters**

List the number of persons for each subpopulation you served. If you served subpopulations that fit more than one category, you may place overlapping numbers (duplicate persons) on the appropriate lines.

	Quarterly	YTD Served
Chronically Homeless (Emergency Shelter only)		
Severely Mentally Ill		
Chronic Substance Abuse		
Other Disability		
Veterans		
Persons with HIV/AIDS		
Victims of Domestic Violence		
Elderly		
Totals		

IDIS Screen C04ME05**Annual Number Served in Emergency or Transitional Shelters**

	Quarterly	YTD Served
Barracks		
Group/Large House		
Scattered Site Apartment		
Single Family Detached House		
Single Room Occupancy		
Mobile Home/Trailer		
Hotel/Motel		
Other (Family Room)		
Totals		

IDIS Screen C04ME06**ESG Funding Screen****Funding Sources**

	Amount
Other Federal	
Local Government	
Private	
Fees	
Other	
Totals	

Notes:

Exhibit "D"
PERSONNEL ACTIVITY REPORT

Employee's Name:									
Employee's Title:									
Week of:		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation									
Description of Program Duties:									
Week of:		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation									
Description of Program Duties:									
Week of:		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation									
Description of Program Duties:									

Week of:		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation									
Description of Program Duties:									
Week of:		Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
Time allocation									
Description of Program Duties:									
For the month of: _____									
Employee's Signature: _____									
Supervisor's Signature: _____									

EXHIBIT "E"
CERTIFICATION REGARDING LOBBYING

The undersigned 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 any Coalition, 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 Coalition, 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 sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that Coalition 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. Any person who fails to file this 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.

By: _____

Date: _____

As (Title)_____

EXHIBIT “F”

HUD Habitability Standards for ESG

Any building for which ESG funds are used for conversion, major rehabilitation, or other renovation must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives ESG funds for shelter operations must also meet the following minimum safety, sanitation, and privacy standards:

1. **State and local requirements.** Each contractor must ensure that housing occupied by a family or individual receiving ESG assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing or services.
2. **Habitability standards.** Except for less stringent variations as are proposed by the grantee and approved by HUD, housing occupied by a family or an individual receiving ESG assistance must meet the following minimum requirements:
 - a. **Structure and materials.** The structures must be structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the occupants. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
 - b. **Access.** The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
 - c. **Space and security.** Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - d. **Interior air quality.** Every room or space must be provided with natural or mechanical means of ventilation. Structures must be free of pollutants in the air at levels that threaten or harm the health of residents.
 - e. **Water supply.** The water supply must be free from contamination.
 - f. **Sanitary facilities.** Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
 - g. **Thermal environment.** The housing must have adequate heating and/or cooling facilities in proper operating condition.
 - h. **Illumination and electricity.** The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while ensuring safety from fire.
 - i. **Food preparation and refuse disposal.** All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
 - j. **Sanitary condition.** The housing and any equipment must be maintained in sanitary condition.
 - k. **Fire safety.**
 - a. Each unit must include at least one battery-operated or hard wired smoke detector, in property working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
 - b. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

EXHIBIT "G"

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS

Name of Subgrantee: **Coalition for the Homeless of Central Florida, Inc.**

Grant Program Name: Emergency Solutions Grants Program

Grant Number: _____

Date: _____

The subgrantee shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

Place of Performance (include street address, city, county, state, zip code for each site):

Check_____ if there are workplaces on file that are not identified here.

ATTEST:

By:_____

As Its_____

Date: _____

EXHIBIT “H”

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

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

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

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

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

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

I read and understand the information provided above.

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

(please check one of the following)

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

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

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

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

Signature of President/Executive Director/Board Chair

Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Affidavit was acknowledged before me this ___ day of _____, 20____,
by _____ on behalf of _____ (agency
name) and is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: