

**EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM  
AGREEMENT BETWEEN THE CITY OF ORLANDO AND  
HARBOR HOUSE OF CENTRAL FLORIDA, INC.  
(Emergency Shelter)**

**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 **Harbor House of Central Florida, Inc.**, a nonprofit corporation organized under the laws of the State of Florida, (hereinafter referred to as the "Harbor House") with a principal address of Post Office Box 680748, Orlando, Florida, 32868.

**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**, Harbor House wishes to continue providing shelter for victims of domestic violence as well as support services, including operational and administrative activities, at the shelter, the location of which is confidential under section 39.908, Florida Statutes (2013) (hereinafter referred to as the "Shelter"); and

**WHEREAS**, Harbor House participated in the City's Request for Proposal process, and the City accepted its proposal for assistance and awards the sum of Thirty-Nine Thousand, One Hundred Nineteen Dollars and No Cents (\$39,119.00) 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 Harbor House 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 Harbor House the sum of Thirty-Nine Thousand, One Hundred Nineteen Dollars and No Cents (\$39,119.00) in FY 2014-2015 ESG funds to carry out eligible activities as described in 24 CFR Part 576, Subpart B, so that Harbor House can continue providing emergency shelter and services to victims of domestic violence. Harbor House must 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. Harbor House 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. Harbor House 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: Harbor House shall comply with the match-funding requirement as set forth in 24 CFR § 576.201.

4. Disbursement of Funds: On a monthly basis, Harbor House 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 Harbor House except with ESG funds received from HUD and unless the City approves the reimbursement request. If Harbor House is not in breach or default of this Agreement in any way, the City agrees to promptly process all reimbursement requests received from Harbor House and to promptly forward any reimbursement funds received from the ESG account. The absolute maximum amount that shall be paid Harbor House under this Agreement is Thirty-Nine Thousand, One Hundred Nineteen Dollars and No Cents (\$39,119.00). In the event that HUD or the City determines that any ESG monies have been wrongfully paid, Harbor House 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: Harbor House agrees to abide by any and all applicable federal or state laws, statutes, local ordinances, rules and regulations, whether presently existing or hereafter promulgated. Harbor House 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. Harbor House 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: Harbor House 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: Harbor House 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. Harbor House 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 Harbor House 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: Harbor House 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. Harbor House 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. Harbor House 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 monthly status report shall be in the format set forth by HUD through HMIS. Harbor House must coordinate with the HMIS Lead agency to ensure timeliness and accuracy.

Harbor House shall report quarterly on the form provided in **Exhibit "C"** the ESG beneficiary information on persons served at the emergency and transitional shelters. In addition, if ESG funds are being used for personnel, Harbor House 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"**. Harbor House 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. Harbor House 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: Harbor House shall develop and maintain a formal process in accordance with 24 CFR § 576.402, whereby if an individual or family who receive assistance from Harbor House violates program requirements, Harbor House may terminate assistance in accordance with the formal process established by Harbor House. 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. Harbor House 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). Harbor House 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). Harbor House also agrees to comply with the provisions of OMB A-110 (implemented at 24 CFR Part 84). Harbor House 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, Harbor House shall comply with all applicable fair housing and civil rights requirements in 24 CFR 5.105(a). Harbor House 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. Harbor House 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: Harbor House 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. Harbor House 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, Harbor House shall take reasonable steps to ensure meaningful access to the ESG Program for limited English proficiency (LED) persons. Harbor House 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, Harbor House 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 Harbor House 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. Harbor House 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 Harbor House, or a parent or subsidiary thereof. Harbor House shall not, with regard to individuals or families occupying housing owned by Harbor House, 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: Harbor House 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. Harbor House 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: Harbor House shall comply and assist the City in complying with the provisions of 24 CFR §576.408, "Displacement, relocation, and acquisition."

13. Disclosure and Lobbying: Harbor House 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: Harbor House shall comply with the debarment and suspension requirements set forth in 24 CFR §5 and 24 CFR §24. Harbor House shall not enter into a contract with any person, Harbor House 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 Harbor House 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: Harbor House shall comply with the requirements set forth in 24 CFR § 576.403. If Harbor House is providing rental assistance with ESG funds, Harbor House 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: Harbor House 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. Harbor House will complete this Certification and a copy shall be kept in the files of each of the parties of this Agreement.

18. Confidentiality: Harbor House 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: Harbor House 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. Harbor House 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 Harbor House 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 Harbor House 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 Harbor House, or any service provider, in any certification or communication submitted by Harbor House 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 Harbor House does not disclose to the City, upon demand the name of all persons with whom Harbor House 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 Harbor House 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 Harbor House thereof; and
- (f) notwithstanding any of the forgoing provisions to the contrary, if Harbor House 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: Harbor House 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 Harbor House or because of or due to the existence of the Agreement itself.

2. Insurance: Harbor House 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 – Harbor House 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 – Harbor House 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 – Harbor House 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 – Harbor House 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 Harbor House may begin providing services and goods hereunder on such date.

4. Assignment: Harbor House 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: Linda Rhinesmith, Housing Division Manager  
Housing and Community Development Department  
City of Orlando  
400 South Orange Avenue - 7th Floor  
Orlando, Florida 32801

Harbor House: Carol Wick, CEO  
Harbor House of Central Florida, Inc.  
P.O. Box 680748

Orlando, Florida 32868

6. Compliance With All Laws: Notwithstanding anything herein to the contrary, Harbor House 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

**Harbor House of Central Florida, Inc.,**  
a Florida non-profit corporation (Corporate Seal)

Witness: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

### **CORPORATE ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING ESG PROGRAM AGREEMENT was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 2014, by \_\_\_\_\_, as  
\_\_\_\_\_ of Harbor House 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"**  
**Harbor House of Central Florida, Inc.**

**BUDGET**

<u>Type of Services</u>	<u>Funding Amount for Service</u>
Shelter Operations	
Maintenance, repairs, utilities.....	\$11,175.00
Equipment maintenance, repairs, rental.....	\$42,453.00
Insurance.....	\$ 2,491.00
<b>TOTAL AWARD.....</b>	<b>\$39,119.00</b>

Harbor House 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. Harbor House shall comply with the following time frames provided below.

<b>Type of Service</b>	<b>One-half of Funding for Service</b>	<b>Dates To Be Spent By (Timeframe)</b>
Shelter Operations	\$19,559.50	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

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

#### ***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 / Annual Report - ESG Activity Worksheet**

#### **ESG Beneficiary Information**

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**

	<b>Quarterly</b>	<b>Year-to-Date Served</b>
Adults Served		
Children Served		

#### **Non-Residential Services**

	<b>Quarterly</b>	<b>Year-to-Date Served</b>
Adults Served		
Children Served		

#### **Annual Number Served (Residential and Non-Residential Services)**

	<b>Quarterly</b>	<b>YTD Served</b>	<b>Hispanic (Quarterly)</b>	<b>YTD</b>
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				

#### **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	
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**Emergency Shelter Path (continued)****Agency Name & Activity:****Emergency or Transitional Shelters**

List the number of persons for each subpopulation you served, if applicable.

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

**Annual Number Served in Emergency or Transitional Shelters**

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

**Exhibit "D"**  
**PERSONNEL ACTIVITY REPORT**

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



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

**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 Harbor House, 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 Harbor House, 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 Harbor House 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: **Harbor House 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](http://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](http://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: