

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – CV PROGRAM  
AGREEMENT BETWEEN THE CITY OF ORLANDO, FLORIDA  
AND PRIMROSE CENTER, INC.**

**THIS CDBG-CV AGREEMENT** (hereinafter the “**Agreement**”) is made and entered into by and between the **City of Orlando**, a Florida municipal corporation, with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, (hereinafter referred to as the "City"), and **Primrose Center, Inc.**, a Florida not-for-profit corporation, with a principal address of 2733 S. Fern Creek Avenue, Orlando, FL 32806 (hereinafter referred to as “Primrose” or “Subrecipient”).

**W I T N E S S E T H:**

**WHEREAS**, the Community Development Block Grant Program (“CDBG”) is administered by the United States Department of Housing and Urban Development (“HUD”);

**WHEREAS**, the City is an entitlement community that receives CDBG funds awarded under the Housing and Community Development Act of 1974, in furtherance of its goal of promoting community development and improvement of public facilities, as further detailed in the City’s Annual Action Plan and Consolidated Plan for Housing and Community Development Programs 2016-2020;

**WHEREAS**, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) commonly referred to as the “CARES Act”, which made available \$5 billion in CDBG coronavirus response (“CDBG-CV”) funds to prevent, prepare for, and respond to coronavirus;

**WHEREAS**, the City received a CARES Act allocation from HUD to be administered through its CDBG entitlement program;

**WHEREAS**, the nation faces significant public health and economic challenges related to the coronavirus respiratory disease. To address these challenges, CDBG-CV grants are a funding source to pay costs that are not covered by other sources of assistance;

**WHEREAS**, HUD has allocated CDBG-CV funds to the City in furtherance of its goal to prevent, prepare for, and respond to the coronavirus among individuals and families who are low- and moderate- income;

**WHEREAS**, Primrose is a private non-profit corporation that provides education and training programs to individuals with severe developmental and intellectual disabilities who are low- and moderate-income persons;

**WHEREAS**, Primrose submitted a proposal to utilize **One Hundred Fifty Three Thousand Thirty-Five Dollars (\$153,035.00)** in FY 2020-2021 CDBG-CV funds to enable Primrose to respond to the coronavirus for low- and moderate-income persons who are experiencing homelessness;

**WHEREAS**, these services are an eligible activity under the CDBG-CV program in accordance with 24 CFR §570.201(e). It is a limited clientele activity and meets a national objective as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2);

**WHEREAS**, the City has determined that there is a public need to provide these public services to those who are low- and moderate-income to promote the general health, welfare and/or safety of the community, and to that end, the City has allocated CDBG-CV funds to Primrose; and

**WHEREAS**, Primrose has available the necessary qualified personnel and experience to perform such services and/or carry out such programs for these residents, who are eligible and qualified to receive said services and are within the income limits for low- and moderate -income persons as defined by HUD and adjusted annually, and which current income levels are attached hereto as **Exhibit "A"** and incorporated herein by reference.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the City and Primrose agree as follows:

## **SECTION 1: SCOPE OF SERVICES AND USE OF FUNDS**

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
2. **CDBG National Objectives and Use/CARES Act use.** Primrose certifies that the activities carried out with the funds provided under this Agreement will meet the CDBG program national objective of benefiting low- and moderate- income persons as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2) and the purpose of the CARES Act to prevent, prepare for, and respond to coronavirus.

CDBG-CV assistance is intended to supplement- not supplant-other public, private, or other assistance that has already been provided for the same need or loss. The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended by section 1210 of the Disaster Recovery Platform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 *et. seq.*) and all applicable Federal Register notices, including FR -6218-N-01. By executing this Agreement, Primrose certifies that it has not already received and will not seek, other financial assistance for the expenses covered under this Agreement. Primrose must also execute an affidavit, in the form attached hereto as **Exhibit "B"**, that there are adequate procedures in place to prevent duplication of benefits and that Primrose will update the City if they receive any assistance after the execution of this Agreement. Primrose acknowledges and agrees that Primrose must repay this CDBG-CV assistance to the City if the City determines that any assistance is duplicative for the same expense.

3. **The Grant.** Under the terms and conditions of this Agreement, the City has allocated a subaward to Primrose in the amount of **One Hundred Fifty Three Thousand Thirty-Five Dollars (\$153,035.00)** in FY 2020-2021 CDBG-CV funds to be used in accordance with all requirements imposed by federal statutes, regulations, and the terms of this Agreement towards

the activities necessary to provide services to prevent, prepare for, and respond to coronavirus for low- and moderate-income persons. CDBG-CV grant funds cannot be used for any other purpose. Pursuant to 24 CFR §200.331, the required Subaward information is attached as **Exhibit “C”**. Any funds remaining unexpended or not disbursed to Primrose by the City as of the termination date of this Agreement may be deobligated from this Agreement and made available for other City projects as determined by the City.

4. **Statement of Work/Program and Project Description.** Primrose must use these CDBG-CV funds to support the salaries of two (2) COVID response coordinators to enable them to provide the following services attached on **Exhibit “D”** to prevent, prepare for, and respond to coronavirus for approximately 1000 low- and moderate-income persons, according to the CDBG income guidelines attached hereto, that are experiencing homelessness (the “Project”). Primrose must only spend these CDBG-CV funds in accordance with the Budget for this Project, which is attached as **Exhibit “E”** and made a part hereof by this reference. Additional requirements for the Project are attached hereto as **Exhibit “F”** and made a part hereof by this reference.

5. **Goals and Performance Measures; Implementation Schedule.** Primrose agrees to work diligently towards the services described in **Exhibit “D”** and complete the Project by May 31, 2022. By April 30, 2021, at least 25% of the grant award shall have been requested and twelve (12) individuals served. By September 30, 2021, at least 50% of the grant award shall have been requested and twenty-four (24) individuals served. By January 30, 2022, at least 75% of the grant award shall have been requested and thirty-six (36) individuals served. By May 31, 2022, 100% of the grant award shall have been requested and forty-eight (48) individuals served. If Primrose fails to meet these performance benchmarks to expend the CDBG-CV funds, the City will review Primrose’s progress and its inability to meet these grant expenditure rates as a performance indicator and it will factor into the City’s determination of non-compliance. HUD requires the City to timely spend its CDBG-CV funds. Therefore, it is critical that Primrose complies with these time deadlines. Time is of the essence. Primrose’s failure to work diligently toward timely completing the Project and incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or the City may cease disbursing funds pursuant to this Agreement, so that the City can reallocate the funds for other uses or projects.

6. **Staffing.** Primrose shall assign the following key personnel/staff to this Project:

**2 COVID Response Coordinators**

7. **Expenditure of Funds/Budget.** Primrose shall use the grant proceeds for eligible expenses permitted under the CDBG-CV regulations as set forth in 24 CFR Part 570 and in accordance with the Budget attached hereto as **Exhibit “E”** made a part hereof by this reference. The City may require a more detailed budget breakdown than the Budget attached hereto, and Primrose shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the City. The City may also require changes in line items, or approve other budgetary changes within the total award amount. Any supplementary budget information or budget changes must be approved in writing by the Housing and

Community Development Manager and the Housing Director or his designee. Expenditures shall be directly attributable to the Project. Primrose shall be responsible for any cost overruns above the grant amount of **\$153,035.00**. Primrose shall not use any CDBG-CV funds for prohibited activities as set forth in 24 CFR §570.207, or CDBG-CV requirements and is also prohibited from using these subaward funds or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying. If the Housing Director, in his sole discretion, determines that Primrose is not utilizing the grant proceeds in accordance with this Agreement, the Housing Director may reduce or otherwise alter the funding amount of the Agreement. Any of the CDBG-CV funds allocated to Primrose for this Project which are not expended within the term of this Agreement will be retained by the City. Primrose will not be reimbursed by the City for any Project costs or expenses not incurred within the term of this Agreement.

Notwithstanding anything to the contrary in this Agreement, the City reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and said Budget may be modified by the City accordingly. Primrose acknowledges and agrees that any funds not used in accordance with permitted CDBG-CV regulations and the Budget must be repaid to the City.

8. **Performance Monitoring.** The City will monitor Primrose's performance as necessary and in accordance with 2 CFR §200.330-.332 to ensure Primrose's compliance with all of the requirements of this Agreement, including the timeframes and performance standards as required herein. Further monitoring requirements are set forth in Section 2 herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Primrose within thirty (30) days after being notified by the City, the City may impose additional conditions on Primrose and its use of funds, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate under 2 CFR §200.338. Primrose must return any CDBG funds within 5 days of the Housing and Community Development Department Director's written request.

9. **Term.** This Agreement shall be in effect for the period commencing October 1, 2020 and terminating on May 31, 2022. However, eligible expenses may be reimbursed commencing April 1, 2020, and costs may not be incurred after May 31, 2022. Notwithstanding anything herein to the contrary, Primrose's obligations to the City shall not end until all close-out requirements are completed, including, but not limited to, such things as making final payments, disposing of program assets, and retention of records. Also, notwithstanding the foregoing, the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which Primrose remains in control of CDBG funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Agreement.

## **SECTION 2: ADMINISTRATIVE REQUIREMENTS**

1. **Applicable Laws and Regulations.** The CARES Act modifies some CDBG program rules and the CDBG-CV grants are subject to the requirements of the CARES Act, the authorities and conditions imposed on fiscal year 2020 CDBG grants, and the mandatory provisions of the notice contained in Federal Register Volume 85, Page 51457, dated August 20, 2020. Except as otherwise described, any entity receiving these funds must comply with the

statutory and regulatory provisions governing the CDBG program. To facilitate the use of CDBG-CV funds in accordance with grant requirements, HUD is requiring that the definitions of CDBG funds in 24 CFR §570.3 include CDBG-CV funds. This applies the requirements in 24 CFR part 570 to the use of CDBG-CV funds, except as modified by rules, waivers, and alternative requirements applicable to CDBG-CV funds. Thus, Primrose shall comply with the requirements of the CDBG-CV program, including, but not limited to the CARES Act, the authorities and conditions imposed on fiscal year 2020 CDBG grants, the mandatory provisions of the notice contained in Federal Register Volume 85, Page 51457, dated August 20, 2020. Additionally, Primrose shall comply with any rules, waivers, and alternative requirements of Federal Register Notices applicable to CDBG-CV grants. Also, since the CDBG-CV funds are defined as CDBG funds, except as modified by the CDBG-CV rules, Primrose must also comply with the Housing and Community Development Act of 1974, as amended, all CDBG program requirements, 24 CFR Part 570, and other laws and regulations and regulatory guidance governing the use of these funds, whether set forth herein or not, and any and all amendments or policy revisions thereto which shall become effective during the term of this Agreement. (Since the CDBG-CV funds are defined as CDBG funds, the terms are used interchangeably herein). It is Primrose's responsibility to read, understand, and comply with these laws and regulations. In addition, Primrose shall abide by any and all other applicable federal or state laws, rules, regulations, HUD guidance and policies and technical assistance governing the funds provided under this Agreement, whether presently existing or hereafter promulgated. Primrose shall also comply with all other applicable federal, state or local laws, statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orlando City Code.

2. **Uniform Administrative Requirements and Cost Principles.** As specified in 24 CFR §570.502 and §570.610, Primrose must comply with the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR part 200 and adopted by HUD at 2 CFR part 2400, except as modified by 24 CFR §570.502. Although 2 CFR part 200 addresses many requirements, some of the items it addresses includes, but is not limited to, standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, subrecipient monitoring and management, record retention and access, remedies for noncompliance, FFATA, and closeout. Primrose is aware and acknowledges that 2 CFR part 200 and 2 CFR part 2400 are recent regulatory changes to the administrative requirements and HUD is in the process of developing guidance on their specific requirements. Although this may change the administrative requirements set forth herein, Primrose will comply with whatever guidance HUD requires. Costs incurred must be in conformance with 2 CFR part 200, subpart E. Primrose also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, maintain necessary source documentation for all costs incurred, and submit an indirect cost allocation plan in accordance with 2 CFR 200 subpart E, if such plan is required. Primrose also agrees to comply with the Program Requirements set forth in **Exhibit "G"** which is attached hereto and incorporated herein by this reference.

3. **Procurement/Subcontracting/Third Party Contracts.** If Primrose hires contractors, Primrose shall procure all material, property, or services in accordance with state and local requirements and the requirements of 2 CFR §200.318-§200.326, including the procurement of recovered materials (Resource Conservation and Recovery Act) in compliance with 2 CFR §200.322 regarding the use of specific products made or used with recovered materials. Primrose must maintain oversight to ensure that all contractors perform in accordance with the

terms, conditions, and specifications of their contracts. Primrose must also have written standards of conduct covering conflicts of interest and governing the actions of its employees, officers, or agents engaged in the selection, award and administration of contracts supported by the CDBG grant funds. If Primrose has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, it must maintain written standards of conduct covering organizational conflicts of interest.

Primrose shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a full and open competition basis in accordance with applicable procurement requirements and secure at least three (3) price quotes or bids, as applicable. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include, but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business; (2) requiring unnecessary experience and excessive bonding; (3) noncompetitive pricing practices between firms or between affiliated companies; (4) noncompetitive contracts to consultants that are on retainer contracts; (5) organizational conflicts of interest; (6) specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and (7) any arbitrary action in the procurement process. Primrose shall incorporate in any and all bid documents and contracts with third parties these same procurement requirements and the provisions required in 2 CFR §200.326 and described in Appendix II to part 200 – Contract Provisions for non-federal Entity Contracts under Federal Awards. As applicable, these provisions include, but are not limited to, provisions for violation or breach of contract terms; termination for cause and termination for convenience provisions; Equal Employment Opportunity requirements; Davis Bacon provisions; the Copeland “Anti-Kickback Act; Contract Work Hours and Safety Standards; Rights to Inventions Made under a contract or agreement; Clean Air Act and Federal Water Pollution Control Act; Debarment and Suspension; the Byrd Anti-Lobbying Amendment; procurement of recovered materials. Primrose shall not enter into any subcontract with any entity, agency or individual in the performance of this Agreement without the written consent and approval of the City’s Housing and Community Development Department prior to execution of the agreement or contract. Primrose agrees to furnish to the Housing and Community Development Department a copy of each third party contract it enters into an agreement with for the performance of work to be undertaken within the scope of this Agreement along with documentation concerning the selection process. The lowest and most responsive bidder shall be recommended by Primrose to the City’s Housing and Community Development Department. Primrose shall require and monitor compliance by all contractors, subcontractors and other third parties. Primrose will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in the monthly report. The City shall not be obligated or liable hereunder to any party Primrose enters into agreements with for the Project.

Primrose shall also keep records demonstrating compliance with these regulations.

4. **Records to be Maintained.** Primrose shall maintain all records and documentation required by 2 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502 just as if these requirements were directly imposed on the Subrecipient, Primrose. Primrose shall also maintain all records and documentation required by the CARES Act and all applicable laws regarding the

use of CDBG-CV funds as stated herein in Section 2, Paragraph 1 that clearly demonstrates that the use of the funds satisfy the statutory purposes of the CARES Act. Such records shall include but are not limited to:

- a.) Records providing a full description of each activity undertaken and its CDBG eligibility, including its location, and the amount of CDBG funds budgeted, obligated, and expended for the activity;
- b.) Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program (i.e. the criteria set forth in 24 CFR §570.208), the income limits applied, and the point in time when the benefit was determined; to support activities by a limited clientele, Primrose must obtain data showing the family size and annual income of each person receiving the benefit;
- c.) Records required to determine the eligibility of activities;
- d.) Records for each activity carried out for the purpose of providing or improving services and programs which is determined to benefit low- and moderate-income persons including the total cost of the activity, including both CDBG and non-CDBG funds and the size and income and eligibility of each person or household;
- e.) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f.) Records which demonstrate compliance with the requirements in 24 CFR §570.503(b)(7) or 24 CFR §570.505 regarding any change of use of real property acquired or improved with CDBG assistance and any applicable requirements required for §570.200(j);
- g.) Records that demonstrate compliance with citizen participation requirements;
- h.) Records which demonstrate compliance with requirements in 24 CFR §570.606 regarding acquisition, displacement, relocation, and replacement housing, including data as to race and ethnicity of households displaced, gender of single heads of households, and addresses and census tracts of the housing units to which each displaced household relocated;
- i.) Records documenting compliance with all Fair Housing and Equal Opportunity regulations, including data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds;
- j.) Financial records, in accordance with the applicable requirements in 2 CFR 200 and 24 CFR §570.502, including source documentation for entities not subject to 2 CFR 200; all documents for all transactions that demonstrates how funds are expended, including but not limited to and to the extent applicable, HUD closing documents, appraisals, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, and construction progress schedules signed by appropriate parties

- (e.g. general contractor and/or project architect), and/or other documentation appropriate to the nature of the activity;
- k.) Records and agreements related to lump sum disbursements to private financial institutions for financing rehabilitation as prescribed in 24 CFR §570.513;
  - l.) Other records necessary to document compliance with Subpart K of 24 CFR part 570;
  - m.) Copies of all bid documents, bids received, Requests for Proposals, Requests for Qualifications, and any other procurement documents;
  - n.) Copies of all third party or subcontracts;
  - o.) Detailed records of Primrose's organization, financial and administrative systems, and the specific CDBG-funded project or activities; and
  - p.) All other records necessary to document compliance with this Agreement, any other applicable federal statutes and regulations, and the terms and conditions of the City's federal award.

**Please note that the above descriptions are brief and provide only a summary of the records Primrose is required to maintain. Additional record-keeping requirements are listed throughout this Agreement, 2 CFR part 200, and 24 CFR §570.506.**

5. **Retention of Records.** All records must be accurate, complete and orderly. Primrose shall retain all accounting records, financial records, statistical records, supporting documents, statistical records, source documentation and all records to support how CDBG funds were expended, and all other documents pertinent to the Project and this Agreement in accordance with the retention requirements of 2 CFR §200.333 as modified by 24 CFR §570.502. These documents must be retained for a period of three (3) years from the date of submission of the final expenditure report or for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or City in the case of a subrecipient. For subrecipients, the retention period for individual CDBG activities shall be the longer of three (3) years after the expiration or termination of the subrecipient agreement under §570.503, or 3 years after the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Records for individual activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity; and records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the above, 2 CFR §200.333 states that Primrose may need to keep the records for longer if they fall into one of the following exceptions: if any records are the subject of any litigation, claim, or audit that started before the expiration of the three (3) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved, completed, and final action taken; records for activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be



maintained for as long as those provisions continue to apply to the activity, otherwise records for any real property and any equipment acquired with these funds shall be retained for three (3) years after final disposition; if Primrose is notified by the City, HUD, its cognizant agency for audit, its oversight agency for audit, its cognizant agency for indirect costs, or the City to extend the retention period; records for program income after the period of performance; and indirect cost rate proposals and cost allocation plans. Additionally, Primrose must keep records documenting compliance with the equal access requirements of §5.106 for a period of 5 years.

6. **Monitoring and Inspections/Access to Records.** Primrose shall monitor the progress of the Project covered by this Agreement and shall submit appropriate reports to the City. The City shall monitor Primrose's performance and financial and programmatic compliance as required in CDBG regulations and 2 CFR part 200. Primrose shall allow on-site monitoring of the Primrose facility, their records and financial statements, and this Project on as frequent a basis as the City deems necessary and at any other time that may be required by HUD to determine compliance with CDBG regulations and this Agreement. Primrose shall also furnish and cause each of its own subcontractors, if any, to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD, or any other authorized official or designee for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

Primrose shall comply with 2 CFR §200.331(a)(5), 2 CFR §200.336, and 24 CFR §570.508 regarding access to its records and financial statements. Also, as required in 2 CFR §200.331(5), Primrose shall permit the City and its auditors to have access to Primrose's records and financial statements as necessary to meet the City's audit requirements under the federal award. All files, records, and documents, including financial statements and data, shall be made available for review to the City's Housing and Community Development Department, any auditors, the City's Office of Internal Audit and Evaluation, Comptroller General, HUD, the Inspector General, and/or any of their authorized representatives, who shall have access to and the right to audit, examine, inspect, make transcripts or excerpts of any of the above records, financial statements, documents, or papers related to the Project or are pertinent to the federal award or to meet any HUD requirements during normal business hours and any other reasonable time requested. This right also includes timely and reasonable access to Primrose's personnel for the purpose of interviewing and discussion related to said documents. This same right to review and access will be imposed upon any third party or subcontractor and it is Primrose's responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all federal, state, and local laws and regulations. This right of access is not limited to the required retention period but lasts as long as the records are retained. This section shall survive termination of this Agreement.

In monitoring Primrose, the City may also need to follow-up to ensure that Primrose takes timely and appropriate action on all deficiencies pertaining to the federal award detected through audits, on-site reviews, inspections or other means. The City may also issue management decisions and may consider taking enforcement actions if noncompliance is detected during the monitoring or audits.

7. **Audits and Financial Statements.**

- (a) Primrose shall comply with 2 CFR part 200 Subpart F – Audits. In accordance with 2 CFR §200.510, Primrose shall prepare financial statements and a schedule of expenditures of federal awards. Primrose shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.
- (b) In addition, if expending more than \$750,000 of Federal awards during an operating year, Primrose shall comply with the audit provisions contained in 2 CFR subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually and in accordance with procurement standards at 2 CFR §200.317 -200.36. The request for proposal for audit services must clearly state the objectives and scope of the audit and request a copy of the audit organization’s peer review report required under GAGAS. Factors to be considered in evaluating the proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of peer and external control reviews, and price. Primrose also must make positive efforts to utilize small businesses, minority owned firms, and women’s business enterprises in procuring audit services as stated in 200.321. Primrose shall submit its annual audit to the City and within one hundred twenty (120) days of the end of Primrose’s fiscal year. Primrose must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Primrose shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after City has notified Primrose of such non-compliance. Any reimbursement by Primrose shall not preclude the City from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If Primrose expends less than \$750,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD, the City, or GAO.
- (c) Primrose also agrees to allow the City's Internal Audit and Evaluation Department, or any of the City’s other departments or representatives, to conduct any audits or financial monitoring the City feels necessary at any time during the term of this Agreement or pursuant to any HUD request. This paragraph 7 shall survive termination of this Agreement.

8. **Program Income.** Primrose shall comply with all Program Income provisions in 24 CFR §570.502 -.504. Primrose shall report all Program Income, as defined and required at 24 CFR §570.500 and 24 CFR §570.504, in a monthly report to the City’s Housing and Community Development Department. All Program Income shall be remitted to the City. Documentation of the receipt of Program Income, such as supporting schedules identifying the project and the source of income, must be submitted to the City within five (5) days of its receipt. At the end of the program year or upon expiration or earlier termination of this Agreement, Primrose shall transfer all CDBG Program Income to the City within five (5) days of the expiration or termination of this Agreement. If Primrose receives any Program Income after this Agreement expires or is terminated, Primrose shall immediately remit said Program Income balances to the City as required in 24 CFR §570.503(c) within five (5) days of receipt. If applicable, Primrose shall file reports of Program Income as set forth in the below section entitled “Reports”. Primrose

shall also comply with 2 CFR §200.333 regarding records for Program Income transactions after the period of performance.

9. **Reports.** Primrose shall file reports in accordance with the Reporting Schedule attached as **Exhibit “H”**. Primrose shall provide the City’s Housing and Community Development Department with quarterly and annual reports concerning the progress made on the Project, in the form attached hereto as **Exhibit “I”**. The report shall include the following information: (1) name and address of each client served; (2) narrative statement of the services provided to each client; selection of any contractors, utilization of MBE/WBE’s, and (3) such other information as may be considered appropriate by the City, such as client data demonstrating client eligibility including, but not limited to, ethnicity, race, gender, age, head of household, income level, or other basis for determining eligibility. Primrose shall also submit the demographic information as to gender and race and income on the Report attached as **Exhibit “I”**. Primrose shall also file a personnel activity report for personnel activities including but not limited to duties performed and time allocated in such forms provided by the City. Primrose shall also file and report on such other information as may be considered appropriate by the City. The quarterly reports are due the 10<sup>th</sup> day of the month following the end of the quarter for March, June, September, and December. Annual reports are due by October 10, 2021 for activities conducted during the preceding year (Example: October 1, 2020 – September 30, 2021).

10. **Reversion of Assets.** The reversion of assets and use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR §570.502 (applicability of uniform administrative requirements), §570.503 (subrecipients), §570.504 (program income), §570.505 (recipients/grantees), and §570.200(j) (faith-based organizations), as applicable. For subrecipients, 24 CFR §570.503 requires:

1. Upon expiration of this Agreement, Primrose shall transfer to the City any CDBG funds or Program Income on hand at the time of expiration or termination of this Agreement and any accounts receivable attributable to the use of CDBG funds as required by 24 CFR §570.503 (b)(7); and
2. Any real property under Primrose’s control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000 must either:
  - a) Be used to meet one of the CDBG national objectives in 24 CFR §570.208 until five years after expiration of the Agreement; or
  - b) if Primrose fails to use the property in accordance with paragraph (a) above, Primrose shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is considered Program Income to the City.

Primrose shall also comply with the property standards in 2 CFR part 200, as modified by 24 CFR §570.502, which excepts 2 CFR §200.311 from the required property standards. Notwithstanding, faith-based organizations must comply with §570.200(j) which requires compliance with §200.311 and §5.109 including the requirements regarding disposition and change in use of real property by a faith-based organization. Disposition of real property by a

faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) in addition to the CDBG program specific regulations. A faith-based organization seeking to dispose or change its use of such real property, during the term of this Agreement or after the term of this Agreement, must seek instructions from HUD and the City regarding its compliance responsibilities.

11. **Indirect Costs**. If applicable and requested by the City, Primrose shall develop an indirect cost allocation plan in accordance with 2 CFR part 200 for determining the appropriate share of administrative costs and shall submit such plan to the City for approval in a form specified by the City. This indirect cost allocation plan must be submitted before any funds will be disbursed under this Agreement.

12. **Payment Procedures/Reimbursement of Funds**. This is a cost reimbursement agreement. Reimbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in the Budget, attached hereto as **Exhibit “E”** and for which Primrose has made payment. Upon compliance with the terms of this Agreement, the City will reimburse funds to Primrose only after completion of the work and after receipt and approval by appropriate City personnel of the invoices and other supporting documentation. Invoices shall be submitted in Zoomgrants no more frequently than once a month and shall be in accordance with the Budget specifying the services performed and expenses incurred. All invoices must be accompanied by adequate billing documentation of payment for eligible expenses which are to be uploaded in Zoomgrants (i.e. personnel activity reports, pay stubs, payroll records, copies of cancelled checks, and time sheets) and other supporting documentation the City may request. Invoices shall include adequate documentation of expenditures and all other information described in **Exhibits “E - H”**, attached hereto and incorporated herein by reference. The City will not reimburse for costs inconsistent with this Agreement, federal statutes, regulations (including Cost Principles in 2 CFR part 200, subpart E) or the terms and conditions of the City’s federal award with HUD or that would otherwise result in the City charging improper, unauthorized, or otherwise unallowable costs to the City’s federal award. Failure by Primrose to provide invoices in a timely manner, complete and error-free, shall reflect on the administrative performance rating of Primrose for subsequent funding awards. It is anticipated that the City will provide payment to Primrose within thirty (30) days from the date of receipt of complete invoices. Invoices that are incomplete or that fail to include the necessary supporting documentation may result in delay and or possible denial of payment.

No interest shall be earned on grant proceeds. All invoices submitted in Zoomgrants must be signed by an authorized signatory of Primrose and certified in accordance with 2 CFR §200.415. Notwithstanding anything to the contrary in this Agreement, the City also reserves the right to request and approve documentation supporting any invoice to verify the reasonableness and validity of such costs and such Budget may be modified by the City accordingly.

Notwithstanding anything herein to the contrary, Primrose shall not request payment from the City under this Agreement for any portion which has been paid from another source of revenue and further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

13. **Withholding Payments**. The City's obligation to reimburse Primrose is conditioned on Primrose's full compliance with this Agreement. A breach of this Agreement is grounds for non-payment by the City.

14. **Closeout**. Primrose agrees to follow all of the closeout procedures required in 24 CFR §570.502 and 2 CFR §200.343.

### **SECTION 3: DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING**

1. **Displacement, Relocation, Acquisition and Replacement of Housing**. In accordance with 24 CFR §570.606, Primrose shall take all reasonable steps to minimize the displacement of persons as a result of activities funded under this Agreement. Any persons displaced shall be provided with relocation assistance to the extent permitted and required under applicable regulations. Primrose shall comply with 1) the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (URA), and the implementing regulations at 49 CFR part 24, 24 CFR part 42, and 24 CFR §570.606(b); 2) the requirements of 24 CFR §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and 3) the requirements in 24 CFR §570.606(d) governing relocation policies established by the City. Primrose shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by said regulations, rules, and documents. Primrose shall provide relocation assistance to persons (families, individuals, businesses nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion of a CDBG assisted project. Primrose shall comply with 24 CFR §570.606 and shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR §570.506, including data as to race and ethnicity of households (and gender of single heads of households) displaced, and addresses and census tracts of the housing units to which each displaced household relocated.

### **SECTION 4: GENERAL TERMS AND CONDITIONS**

1. **Non-Discrimination**. Primrose shall at all times comply with sections 104(b), 107, and 109 of the Housing and Community Development Act of 1974, as amended, and 42 U.S.C. §5309, et. seq., 24 CFR §570.602 and 24 CFR Part 6. In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, natural origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. Primrose shall also comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) (Non-discrimination in Federally-assisted Programs) and implementing regulations in 24 CFR part 1, 24 CFR §570.601 and §570.602. Title VI provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. HUD's Title VI regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. For example, Primrose must not based on race, color, or national origin deny any individual any facilities, services, financial aid, or other benefits; provide different housing or services or benefits than those provided others; subject a person to segregation or separate treatment in the receipt of

facilities or services; restrict an individual's access to, or enjoyment of, any advantage or privilege enjoyed by others in connection with the facilities, services, financial aid or other benefits; use different admission or eligibility requirements for facilities, services, or other benefits; or select a housing site or location with the purpose or effect of excluding or denying benefits to persons in protected classes. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

Primrose shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR part 146. The Age Discrimination Act provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

Primrose shall also not discriminate on the basis of handicap as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Section 504 provides that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. Primrose must also take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public who are handicapped and furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of the CDBG funded activity (examples include qualified sign language, oral interpreters, readers, use of tapes, Braille materials, TTD). If Primrose communicates with applicants and beneficiaries by telephone, telecommunication devices for deaf persons (TDD's) or equally effective communication systems must be used. Primrose shall adopt and implement procedures to ensure that interested persons (including those with impaired visions and hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. For those who have visual or hearing impairments, methods for ensuring participation include, but are not limited to qualified sign language, oral interpreters, readers, use of typed and Braille materials.

Any contracts entered into by Primrose shall include a provision for compliance with these regulations. Primrose shall keep records and documentation demonstrating compliance with these regulations.

2. **Equal Employment Opportunity.** Primrose shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit "J"**, and made a part hereof by this reference. Any contracts or subcontracts entered into by Primrose or its contractors shall also require compliance with these regulations and will, in all solicitations or advertisements for employees state that it is an Equal Opportunity/Affirmative Action employer and attach this clause. Primrose shall keep records and documentation demonstrating compliance with these regulations.

3. **Handicapped Accessibility Requirements.** Primrose shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12131) and its implementing regulations in 28 CFR Parts 35 and 36, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by Primrose shall include a provision for compliance with these regulations. Primrose shall keep records demonstrating compliance with these regulations.

4. **Utilization of Minority/Women's Business Enterprises.** Primrose must take all necessary affirmative steps to ensure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include those items required in 24 CFR §200.321 which include 1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; 3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) establishing delivery schedules where the requirement permits which encourage participation by small and minority businesses, and women's business enterprises; 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in 1-5.

Primrose shall also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise).

Any contracts entered into by Primrose shall include a provision for compliance with these regulations. Primrose shall keep records demonstrating compliance with this provision, including data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 012138, the amount of the contract or subcontract, and documentation of the affirmative steps Primrose has taken to assure that minority businesses and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.

5. **Political Activities.** Primrose shall comply with 24 CFR §570.207(a)(3) regarding political activities. CDBG funds shall not be used for lobbying or political patronage activities. Primrose further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).

6. **Anti-Lobbying Provision.** Primrose shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. Primrose and any contractors who apply or bid for an award of \$100,000 or more shall execute and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "K"** and made a part hereof by this reference.

Primrose shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Agreement.

7. **Conflict of Interest.** In the procurement of supplies, equipment, construction, and services, Primrose shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. Primrose agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Primrose must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Primrose. If Primrose has a parent, affiliate, or subsidiary organization, Primrose must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR §200.317 and §200.318, Primrose shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the acquisition and disposition of real property and the provision of assistance by Primrose to individuals, businesses, and other private entities under eligible activities that authorize such assistance. Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no "person" described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The "persons" covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies or of subrecipients (Primrose) that are receiving CDBG funds. Primrose shall also keep records supporting requests for waivers of conflicts.

Primrose will disclose in writing any potential conflicts of interest to the City. By executing this Agreement, Primrose covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Agreement or the Property being rehabilitated or any other interest which would conflict in any manner with this Agreement or the performance of the this Agreement.

8. **Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity.** In accordance with 24 CFR §570.607, Primrose shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and its implementing regulations contained in 24 CFR Part 135 regarding economic opportunities for low income persons and the use of local businesses, if applicable. Primrose shall comply with the provisions of the "Section 3 Clause", attached hereto as **Exhibit "L"** and made a part hereof by this reference, and require all subcontracts



to contain a copy of the Section 3 clause. Primrose shall also keep records demonstrating compliance with these regulations, including 24 CFR §570.506(g)(5).

9. **Equal participation of Faith-based organizations in HUD programs and activities.** Primrose shall comply with the HUD program requirements of 24 CFR §5.109 (Equal Participation of Faith-Based Organizations in HUD Programs and Activities), including the requirements regarding disposition and change in use of real property by a faith-based organization, and 24 CFR §570.200(j). A copy of 24 CFR §5.109 is attached hereto as **Exhibit “M”** and incorporated herein by reference. Primrose shall also keep records demonstrating compliance with these regulations.

10. **Drug-Free Workplace.** Primrose will provide a drug-free workplace. Primrose shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace, which adopts and supplements the government-wide implementation in 2 CFR part 182. Primrose shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "N"** and made a part hereof by this reference. Primrose shall ensure that the provisions of the clauses in **Exhibit “N”** are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor. Primrose will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.

11. **Program Requirements.** Primrose agrees to comply and carry out all of its activities in accordance with the CDBG program requirements set forth in 24 CFR 570, subpart K.

12. **Fair Housing Act; Nondiscrimination and Equal Opportunity in Housing under E.O. 11063; and Equal Access.** Primrose shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and implementing regulations at 24 CFR Part 100; and Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and their implementing regulations in 24 CFR Part 107. Executive Order 11063 prohibits discrimination on the basis of race, color, religion, or national origin or to be denied equal opportunity in housing or related facilities (i.e. housing, rental, leasing, sale or other disposition of residential property). Primrose shall also comply with 24 CFR §5.105 regarding equal access to HUD-assisted or insured housing and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. Primrose shall keep records demonstrating compliance with these provisions and documentation of efforts made to advise persons of their rights under the Fair Housing Act.

13. **Resident Aliens.** Primrose shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

14. **Debarment and Suspension.** Primrose shall comply with the debarment and suspension requirements set forth in 2 CFR §200.213 and 2 CFR part 180, which implement Executive Orders 12549 and 12689. Primrose shall also comply with 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR part 2424, which adopts and supplements the government-wide implementation in 2 CFR part 180. These regulations prohibit Primrose from entering into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. In the event that Primrose has entered into a contract or subcontract with a debarred or suspended party, no CDBG funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. Primrose

shall keep copies of the debarment and suspension certifications and a copy of the sheet documenting that the federal debarment list was checked.

15. **Florida Statutes, Orlando City Code, and Permits**. Primrose agrees to comply with all laws of the State of Florida and the Orlando City Code. In particular, Primrose shall comply with all licensing, registration, and other applicable laws and regulations governing their ability to administer the Program and the activities in the Project.

16. **Agreement between City and HUD**. Primrose agrees that it shall be bound by the standard terms and conditions used in the CDBG Agreement between the City and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement or subsequent to the execution of this Agreement by the parties hereto.

17. **Fees for Use of Facilities**. Reasonable fees may be charged for the use of the facilities assisted with CDBG funds, but charges such as excessive membership fees, which have the effect of precluding low- and moderate-income persons from using the facilities, are not permitted.

18. **Registration**. Primrose agrees to maintain a current registration in the federal System for Award Management (“SAM”) database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25. If Primrose is not currently registered, it must do so within ten (10) days of the date Primrose executes this Agreement. A unique entity identifier is required for registration. Primrose must also comply with FFATA, which includes requirements on executive compensation, and implementing regulations in 2 CFR part 170, which includes requirements on reporting subaward and executive compensation information. Primrose shall complete and sign the Affidavit attached hereto as **Exhibit “O”** in conjunction with its execution of this Agreement and provide any supporting documentation, if required.

19. **Mandatory disclosures – Violations of Federal criminal law**. Primrose must disclose to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, includes suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. §3321). By executing this Agreement, Primrose warrants and certifies that no such violations of federal criminal law exist that could potentially affect this award.

20. **Training**. Primrose shall attend any training sessions, including but not limited to, in-person seminars and webinars that the City requires.

21. **Housing Counseling**. Housing counseling, as defined in 24 CFR §5.100, that is funded with or provided in connection with CDBG funds must be carried out in accordance with 24 CFR §5.111.

22. **Equal Access in accordance with the individual’s gender identity in community planning and development programs**. Primrose shall comply with 24 CFR §5.106, a copy of which is attached hereto as **Exhibit “P”** and incorporated herein by reference.

## **SECTION 5: ENVIRONMENTAL**

1. **Environmental Review Requirements.** In accordance with 24 CFR §570.604 and 24 CFR Part 58, the activities under this Agreement are subject to environmental review requirements. CDBG regulations require the preparation of an Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. City staff will prepare the ERR. Primrose is not required to assume responsibility for an environmental review or assessment of this program pursuant to 24 CFR Part 58, nor responsibility for initiation of an intergovernmental review of this program and its activities (24 CFR §570.604). However, Primrose is required to provide information about its activities in order for the City to comply with its responsibility under 24 CFR Part 58. Primrose shall submit to the City any changes to the proposed activity so that the City may evaluate this new information and conduct any further environmental review. This information must be submitted to the City for approval at least forty-five (45) days prior to any commencement of work. Primrose also agrees to assist the City in addressing environmental issues that may arise during the City's review process.

2. **Environmental Protection.** Primrose and its contractors shall comply with all applicable standards, orders or regulations of the Clean Air Act (42 U.S.C. §7401 et. seq.); Section 306 of the Clean Air Act ( 42 U.S.C. 1857 (h)); Section 508 of the Clean Water Act (33 U.S.C. Section 1368); Executive Order 11738; the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251, et. seq.); EPA regulations pursuant to 40 CFR Part 50; National Environmental Policy Act of 1969; standards and policies relating to energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act; and HUD Environmental Review Procedures at 24 CFR Part 58. Violations shall be reported to the City, HUD and EPA.

3. **Flood Disaster Protection.** Primrose shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4106) and implementing regulations in 44 CFR Parts 59 through 79 in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

4. **Flood Insurance Program.** Should any construction or rehabilitation of existing structures with assistance provided under this Agreement occur in an area identified as having special flood hazards by the Director of Federal Emergency Management, Primrose agrees to comply with all relevant and applicable provisions of 24 CFR §570.605 concerning the National Flood Insurance Program. Primrose agrees that if any portion of the any property improved in connection with this Project is located in a special flood hazard area that flood insurance will be required by the City and must be provided by Primrose.

5. **Lead-Based Paint.** Lead-based paint is prohibited in the construction or rehabilitation of any properties assisted under this Agreement. Primrose agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, which requires compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and implementing regulations at 24 CFR Part 35, of which subparts A, B, J, K, and R apply to the CDBG Program. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability

of blood lead level screening for children under seven. The notice shall also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and-or abatement may be conducted. Primrose shall maintain records documenting compliance with these requirements.

6. **Historic Preservation.** Primrose agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) and the procedures set forth in 36 CFR §800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. Primrose shall notify the City CDBG representative immediately upon determining that a property may fall into this category.

## **SECTION 6: DEFAULTS AND REMEDIES**

1. **Events of Default.** The following shall constitute an Event of Default under this Agreement:
  - a.) failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including, but not limited to, 24 CFR part 570, 2 CFR part 200, or such statutes, laws, regulations, executive orders, and HUD guidelines, HUD guidance, policies or directives as may become applicable at any time;
  - b.) failure to comply with any of the terms contained in this Agreement and such failure continues for a period of thirty (30) days following written notice thereof given by the City to Primrose;
  - c.) failure to fulfill in a timely and proper manner its obligations under this Agreement;
  - d.) ineffective or improper use of funds provided under this Agreement;
  - e.) submission by Primrose at any time of any material representation in any certification, report or communication the City that is determined by the City to be false, incomplete, misleading, or incorrect in any material manner;
  - f.) failure to disclose to the City, upon demand, the name of all persons with who Primrose has contracted or intends to contract with for the construction or management of any portion of the Project, including contracts for services and/or labor; or
  - g.) if any other default occurs under any of the grant documents executed by Primrose in connection with this grant by the City (herein the "Grant Documents") which is not elsewhere specifically addressed herein.

Notwithstanding any of the forgoing provisions to the contrary, if Primrose 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. **Remedies for Non-compliance.** If Primrose commits an Event of Default or fails in any way to comply with Federal or state statutes, local laws or regulations, or the terms and conditions of this Agreement, the City may impose additional conditions as described in 2 CFR §200.207. If the City determines that noncompliance cannot be remedied by imposing additional conditions, the City may take one or more of the following actions, including but not limited to:

- (a) Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the City;
- (b) Disallow both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award;
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable regulations or recommend such proceedings be initiated by HUD;
- (e) Withhold further federal awards for the project or program; or
- (f) Take other remedies that may be legally available including, but not limited to litigation, declaratory judgment, specific performance, damages, injunctions, termination of the Agreement, or any other available remedies.

3. **Remedies/Suspension and Termination.** Primrose and the City will comply with the noncompliance and termination provisions in 2 CFR part 200, Subpart D. In addition to the remedies for non-compliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and .339, the City may suspend or terminate this Agreement, in whole or in part, whenever the City determines that Primrose has failed to comply with any terms, conditions, or requirements of this Agreement or upon the occurrence of any Event of Default or any other breach of this Agreement, or for cause. The City can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement, the Grant Documents, under statutory law, equity or under common law. If the City terminates this Agreement, Primrose shall also forfeit to the City all unexpended monies awarded under the Agreement. Upon termination, the City also retains the right to recover any improper expenditures from Primrose, and Primrose shall return to the City any improper expenditures no later than thirty (30) days after the date of termination.

In accordance with 2 CFR §200.339, the City can terminate the Agreement with the consent of Primrose in which case Primrose and the City must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.339(a)(4), the Agreement may also be terminated by Primrose or the City with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the City determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

If this award is terminated or partially terminated, Primrose remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

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.

4. **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.

## **SECTION 7: INDEMNIFICATION AND INSURANCE**

1. **Indemnification.** Primrose shall defend, indemnify and hold harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with Primrose's performance or non-performance of this Agreement or because of or due to the existence of the Agreement itself.

2. **Environmental Indemnification.** Primrose shall indemnify and hold the City harmless from any claim arising from, or in any way related to, the environmental condition of the property where the Project takes place, including, but not limited to, the cost of investigating, defending, and/or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Project. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and shall not be construed to commence only upon realization by the City of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification agreement shall not be construed as an indicia of ownership, management or control of the property by the City and Primrose hereby recognizes and acknowledges that the City is not an owner or manager of the property and does not exert any control thereupon. Notwithstanding anything herein to the contrary, this indemnification provision shall survive the termination of this Agreement.

3. **Insurance and Bonding.** Without limiting Primrose's indemnification, Primrose shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described and as required by 2 CFR part 200, concerning its operations. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to the City prior to execution of this Agreement. The City shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. The City, its officers and employees shall be named as an additional named insured on all policies of liability insurance.

a.) All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Primrose's performance of the

Agreement. Neither the City nor any of its insurers shall be required to contribute to any such loss. The required certificate shall be furnished prior to execution of this Agreement.

- b.) At least thirty (30) calendar days prior to the expiration of any of the above referenced insurance policies, Primrose shall provide the City with evidence of the renewal of said insurance policies in a form satisfactory to the City.
- c.) The policies and insurance required by the City include:
  1. Commercial General Liability Insurance. Commercial general liability insurance to include, but not be limited to bodily injury and property damage coverage. The policy's limit liability amount shall not be less than Five Hundred Thousand Dollars (\$500,000) per person/per occurrence for bodily injury to, or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.
  2. Workers' Compensation Coverage. Workers' Compensation insurance for all of its employees in an amount and with coverage to meet all requirements of the laws of the State of Florida.
  3. Flood Insurance. Flood insurance as required under applicable HUD regulations.
  4. Employee Fraud Insurance. Sufficient insurance to protect from loss due to fraud, theft, and physical damage and shall purchase a bond or insurance covering all employees for theft or fraud.
  5. Bonding requirements. Bonding requirements in 2 CFR §200.325.

## **SECTION 8: MISCELLANEOUS PROVISIONS**

1. **Assignment.** Primrose shall not assign or transfer any interest in this Agreement without the prior written consent of the City.
2. **No Grant of Vested Rights.** This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned by Primrose or anyone it assists.
3. **Independent Contractor.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between the City and Primrose. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as Primrose is an independent contractor. Primrose agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of any positions funded in whole or in part with CDBG funds.

4. **Severability.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition, 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, conditions or provisions herein contained and all other parts shall nevertheless be in full force and effect.

5. **Entire Agreement/Modification.** This Agreement, together with all of the Exhibits, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether written or verbal, are merged herein. This Agreement may only be modified in writing, signed by both of the parties hereto.

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

A. Oren Henry, Director  
Housing and Community Development Department  
City of Orlando  
400 S. Orange Avenue, 7th Floor  
Orlando, Florida 32801

B. William McCormac, CEO  
Primrose Center, Inc.  
2733 S. Fern Creek Avenue  
Orlando, Florida 32806

7. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.

**IN WITNESS WHEREOF**, the parties hereto have executed these presents and have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

**City of Orlando, Florida**, a municipal corporation,  
organized and existing under the laws of the State of  
Florida (Seal)

By: \_\_\_\_\_  
Stephanie Herdocia, City Clerk

By: \_\_\_\_\_  
Mayor / Mayor Pro Tem

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

STATE OF FLORIDA  
COUNTY OF ORANGE



The foregoing agreement was acknowledged before me, by means of  physical presence or  online notarization, the undersigned authority, \_\_\_\_\_ and Stephanie Herdocia, well known to me and known by me to be Mayor / Mayor Pro Tem and City Clerk, respectively, of the City of Orlando, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were duly authorized to do so.

WITNESS MY hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public - State of Florida at Large

**Primrose Center, Inc.**, a Florida not-for-profit corporation (Seal)

By: \_\_\_\_\_  
William McCormac, CEO

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

**STATE OF FLORIDA  
COUNTY OF ORANGE**

THE FOREGOING CDBG AGREEMENT was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by William McCormac, CEO of Primrose Center, Inc. He/She  is personally known to me or  who 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.

\_\_\_\_\_, 2020.

\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida

**EXHIBIT "A"**

**STANDARDS OF ELIGIBILITY**

**PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES AS ESTABLISHED BY THE U.S.  
DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT (HUD) Effective July 1, 2020**

	<u>1</u> <b>Person</b>	<u>2</u> <b>Person</b>	<u>3</u> <b>Person</b>	<u>4</u> <b>Person</b>	<u>5</u> <b>Person</b>	<u>6</u> <b>Person</b>	<u>7</u> <b>Person</b>	<u>8</u> <b>Person</b>
<b>50% Limits CDBG CONSIDERS INCOMES BELOW 50% TO BE LOW INCOME</b>	25,450	29,100	32,750	36,350	39,300	42,200	45,100	48,000
<b>80% Limits CDBG CONSIDERS ANY INCOME BELOW 80% TO BE MODERATE INCOME</b>	40,750	46,550	52,350	58,150	62,850	67,500	72,150	76,800

## Exhibit “B”

### Duplication of Benefits Affidavit for CDBG-CV Funds:

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR-6218-N-01.

HUD requires each grantee to have procedures in place to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Grant funds may not be used to pay for a cost if another source of financial assistance is available to pay for the same cost.

**This affidavit must be completed by any subrecipient, individual or family, business, direct beneficiary, or other entity that receives assistance and serves to document compliance with the CARES Act requirement to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.) and all applicable Federal Register notices, including FR6218-N-01.**

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ who, upon first being duly sworn under penalty of perjury and penalty of violation of Federal and State laws applicable to Primrose’s application for and receipt of a grant or forgivable loan under the CDBG-CV program made the following statements and swore that they were true:

1. I hereby state that I am duly authorized by Primrose to make the certifications and declarations contained in this Affidavit on behalf of Primrose.

2. I hereby state, declare and certify that:

A. The Community Development Block Grant-CV Funds, awarded to the City of Orlando does not duplicate/replace any other funds, and/or any funds from the following sources:

- 1) Federal Emergency Management Agency (FEMA) funds
- 2) Small Business Administration funds
- 3) Paycheck Protection Program funds
- 4) Insurance claims/proceeds
- 5) City ESG-CV funds
- 6) County CDBG-CV funds
- 7) County ESG- CV funds
- 8) City Funds (General)
- 9) County Funds (General)
- 10) Cash Awards
- 11)Loans
- 12)Private Funding
- 13) Other Federal, State or local funding
- 14) Other nonprofit, private sector, or charitable funding
- 15) Any funding from any other source

B. Primrose will not use grant funds from this CDBG-CV program for any expenses already reimbursed or paid by other sources of financial assistance.

C. Primrose acknowledges and agrees that the City requires Primrose to update the above information in Section A or any potential duplication of funds from any source it receives funds. Primrose acknowledges and agrees that it will immediately notify the City within 5 days of the receipt of any such duplication of funds from any source.

D. Primrose acknowledges that the City has the right to terminate the CDBG-CV Agreement if the City finds that Primrose provided untruthful information or failed to update this information.

E. This executed Affidavit serves to acknowledge that Primrose understands and agrees that the CDBG-CV funds must be repaid to the City of Orlando if the City determines that such assistance is duplicative.

By executing this Affidavit, under penalties of perjury, Primrose acknowledges, understands, and declares that she/he has read the above document and the facts stated therein are true and correct and that Title 18 United States Code, Section 1001: (1) makes it a violation of federal law for a person to knowingly and willfully (a) falsify, conceal or cover up a material fact; (b) make any materially false, fictitious, or fraudulent statement or representation; or (c) make or use any false writing or document knowing it contains a materially false, fictitious, or fraudulent statement or representation, to any branch of the United States Government; and (2) requires a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section. Also, a person who knowingly makes a false declaration is guilty of the crime of perjury by false written declaration, which is a felony of the third degree punishable as provided in Florida Statutes 775.082, 775.083, or 775.084.

**Primrose Center, Inc.**, a Florida not-for-profit corporation (Seal)

By: \_\_\_\_\_  
William McCormac, CEO

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

**STATE OF FLORIDA  
COUNTY OF ORANGE**

Sworn to and subscribed before me, by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 2020. He/She  is personally known to me or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires:

**EXHIBIT “C”**

**REQUIRED SUBRECIPIENT INFORMATION**

1. Subrecipient name (which must match the name associated with its unique entity identifier):  
Primrose Center, Inc.
2. Subrecipient’s unique entity identifier : 059554964
3. Federal Award Identification Number (FAIN): B-20-MW-12-0015
4. Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency: 6/15 /2020
5. Subaward Period of Performance Start Date and End Date: 4/01/2020 to 5/31/2022
6. Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient:  
\$ 153,035
7. Total Amount of Federal Funds obligated to Subrecipient by the pass-through entity including the current obligation: \$153,035
8. Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:  
\$153,035
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): CDBG-CV (Public Services) – Primrose’s funding is for salaries to assist in providing COVID response to low- and moderate- income individuals and families experiencing homelessness.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding Official of the Pass-through entity: U.S. Department of Housing and Urban Development; City of Orlando Housing and Community Development Department; Housing and Community Development Manager; 400 S. Orange Ave, 7<sup>th</sup> Floor, Orlando, FL, 32801; 407-246-3326
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at the time of disbursement:  
14.218, Community Development Block Grants/Entitlement Grants
12. Identification of whether the award is R&D: N/A
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs): N/A

## **EXHIBIT “D”**

Funding will support Primrose Center’s COVID-19 response plan. The response plan includes education and training programs, cleaning protocols, medical testing, and other programs. It will protect the intellectually and developmentally disabled (I/DD) population that attends Primrose’s Adult Day Training program and individuals that reside in one of its residential group homes. The objective is to create an environment that promotes preventative health care regimes that will help to prepare for and prevent COVID-19 contagion and spread in this highly vulnerable population.

**Exhibit "E"**

**BUDGET**

**Primrose Center, Inc.**  
**FY 2020-2021**

Project Type = CDBG-CV  
Amount of Funding = \$153,035.00

**Services Funded**

<b>Category</b>	<b>Cost</b>	<b>CDBG Portion</b>
Salaries – COVID response coordinators (2) 59,000 x 2 positions		\$118,000.00
Benefits – 10,800 x 2 positions		\$21,600.00
Taxes - \$5200 x 2 positions		\$10,400.00

<b>TOTAL CDBG ALLOCATION</b>	<b>\$153,035.00</b>
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## **“Exhibit “F”**

### **Additional Program Requirements**

1. Primrose shall at all times maintain facilities in conformance with all applicable codes, licensing, and other requirements necessary for the operation of the Project.
2. Primrose will accept applications and perform income and other eligibility determinations. Those served must have incomes that do not exceed low- and moderate-income limits (under 80% MSA) of the CDBG-CV Program.
3. Primrose shall ensure that the numbers, background, and qualifications of the Primrose staff are appropriate for the services provided and at least meet the minimum standards established by the pertinent licensing bodies.
4. All costs eligible for CDBG-CV reimbursement offered by Primrose for the Project shall only include costs directly related to the provision of the services as described in this Agreement.
5. Primrose shall complete detailed work write-ups of the services to be performed, including estimated costs and material to be used, if applicable. Primrose will monitor the work to ascertain that services are proceeding properly and satisfactory. Primrose will ensure that the expenses are reasonable, and the services are completed properly. In addition, Primrose shall maintain case files, including applications and all documentation of eligibility, work write-ups, the assistance agreement between the client and Primrose, documentation on all necessary licenses and permits, site visits and final reports, invoices and checks. Primrose shall maintain these records in accordance with general record-keeping requirements set forth in this Agreement.



## EXHIBIT “G”

### CDBG PROGRAM REQUIREMENTS

Subrecipient, in addition to the terms set forth in the Agreement, shall operate the Project and its financial activities in accordance with 2 CFR part 200, subpart D and subpart E, which includes but is not limited to, the following:

1. In accordance with 2 CFR §200.302 and .303, Subrecipient’s financial management system must provide for the following: identification of awards, financial reporting, accounting records (source docs), internal control, budget control, written cash management procedures, and written allowability procedures. A brief summary of what is required is as follows:

- a. Identification- As described in 2 CFR §200.302, identification, in its accounts, of all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal (HUD) award identification number, fiscal year of award, name of the federal agency (i.e. HUD as the awarding agency), and name of the pass-through entity. All CDBG funds received by the Subrecipient from the City under the CDBG program shall be kept in accounts separate and apart from all other funds and accounts of Subrecipient.
- b. Financial reporting – As described in 2 CFR §200.302, accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with §200.327 and §200.328.
- c. Internal controls – As described in 2 CFR §200.302, Subrecipient shall establish and maintain effective control over, and accountability for, all funds, property, and other assets. Subrecipient must adequately safeguard all assets and assure that they are used solely for authorized purposes. As described in 2 CFR §200.303, Subrecipient must establish and maintain effective internal control over the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets that provides reasonable assurance that Subrecipient is managing the federal award in compliance with the federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States (known as the “Green Book”) or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Subrecipient must also take reasonable measures to safeguard protected personally identifiable information and other information HUD or the City designates as sensitive or is sensitive under applicable federal, state, or local laws regarding privacy and obligations of confidentiality. Records must also be protected from

fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the City's Housing and Community Development Department staff, the Inspector General, and HUD officials and others who may be authorized to examine such records. Subrecipient must also have an organization chart that sets forth the actual lines of responsibility for HUD awards. Also, duties and responsibilities must be segregated, so that no one individual has complete authority over a financial transaction.

- d. Accounting records - Subrecipient's accounting records must adequately identify the source and application of funds for the CDBG funded activity. These records must be supported by source documentation and contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets and liabilities, expenditures, program income and interest. Subrecipient shall establish and maintain separate accounting records for the activities of this Project with sufficient documentation to identify the associated expenditures.

Accounting systems and related records of Subrecipient shall comprise the following at a minimum:

1. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
2. Books of Original Entry – a Chart of accounts (list of names and numbering system for the individual accounts), Cash receipts journal, cash disbursements journal, general ledger, payroll journal.
3. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
4. Personnel Activity Reports – Personnel Activity Reports shall be maintained for all personnel paid with CDBG funds that are involved in operating a CDBG funded program. All personnel activity reports must be signed by the employee and the employee's supervisor. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. For any position that is fully or partially paid for by CDBG funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
5. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All personnel activity reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the City's Housing and Community Development Department. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources

will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.

6. Checking Accounts – A monthly bank reconciliation shall be conducted by Subrecipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

7. Purchasing Practices – Purchasing practices shall be in accordance with 2 CFR part 200. Subrecipient must provide documentation indicating how all vendors, contractors, minority and/or women owned businesses are given an opportunity to participate in compliance with 2 CFR §200.321.

8. Inventories – Subrecipient, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

9. Property Records – Subrecipient is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year.

10. Budget Control – Subrecipient shall have a comparison of expenditures with budget amounts for each federal (HUD) award. The Subrecipient should maintain records in an orderly manner, with separate identification for different Federal fiscal periods.

11. Written Cash Management Procedures – Subrecipient must maintain written procedures to implement the requirements of §200.305 (Payment).

12. Written Allowability Procedures – Subrecipient must maintain written procedures for determining the allowability of costs in accordance with Subpart E (Cost Principles in 2 CFR 200) and the terms and conditions of the federal award. In accordance with 2 CFR §200.403, all costs must be necessary, reasonable, and allocable; conform with federal law and the grant terms; consistent with state and local policies; consistently treated (federal and non-federal); in accordance with Generally Accepted Accounting Principles; not included as match for other federal programs, and adequately documented.

e. Comparison of expenditures with budget amounts for each federal award.

**EXHIBIT “H”**  
**Reporting Schedule**

A. Subrecipient shall submit all reports to the City’s Housing and Community Development Department as described in this Agreement.

B. Subrecipient shall maintain data demonstrating client eligibility for each low-and moderate- income person served. Such data shall include client name, address, number of persons in the household and household income, and such other information requested by the City’s Housing and Community Development Department. Such information shall be made available to City and/or HUD monitors or their designees for review upon request. Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City’s or Subrecipient’s responsibilities under this Agreement is prohibited by the U.S. Privacy Act of 1974 unless written consent is obtained from such person receiving services, and in the case of a minor, that of a responsible parent/guardian.

C. Upon fifteen (15) days notice by the City’s Housing and Community Development Department, Subrecipient shall provide the information requested by the City for submission of performance or other reports to HUD.

D. Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, Subrecipient shall inform the City’s Housing and Community Development Department as soon as the following types of conditions become known:

1. Problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
2. Favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Method of Payment:

Payments shall be made on a reimbursement basis based on the completion of the activity or services and submission of documentation as outlined in this Agreement between the City and Subrecipient. Subrecipient shall submit monthly invoices in Zoomgrants in accordance with the following:

1. The City’s Housing and Community Development Department shall authorize the reimbursement of Subrecipient for actual expenditures outlined in the Budget as expressed in **Exhibit “E”** of this Agreement, except that the Housing and Community Development Director, or her designee, may approve a variance with regard to variable costs as long as it does not exceed the total CDBG award.

2. Expenses incurred by Subrecipient will not be authorized for reimbursement by the City's Housing and Community Development Department if such expenses cannot be documented by paid receipts, invoices or other appropriate documentation and information. Furthermore, all invoices submitted by Subrecipient in Zoomgrants will not be reimbursable by the City if such expenditures were not expended directly for the provision of services and activity delivery costs to benefit low- and moderate- income persons in accordance with this Agreement.
3. Provided that invoices are complete and undisputed, the City's Housing and Community Development Department shall authorize reimbursement of approved invoices within thirty (30) days of receipt of such requests.
4. As applicable, the monthly invoice shall include:
  - a. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and proof of payment.
  - b. Brief description of services or activities undertaken during the month for which reimbursements are being requested.
  - c. Total cost of services.
  - d. If requesting reimbursement for salaries, Subrecipient shall provide copies of all payroll data such as personnel activity reports, employee time sheets if an hourly employee, and payroll ledgers. For any position that is fully or partially paid for by CDBG funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
  - e. If requesting reimbursement for benefits, Subrecipient shall provide the backup and the list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project
  - f. If applicable, if outside contractors have done the work, submit the contractor's paid invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

## EXHIBIT "I"

# Community Development Block Grant Public Services Report

Activity Name: \_\_\_\_\_

IDIS Activity  
ID: \_\_\_\_\_

Report Period: \_\_\_\_\_

### Accomplishment Narrative (max 2-3 sentences)

THIS IS A SAMPLE. CONTACT HOUSING AND COMMUNITY DEVELOPMENT STAFF FOR FILLABLE WORD DOCUMENT.

### Accomplishments

Activity Type	Outcomes (e.g. Individuals who obtained employment, not served)
1 – People (General)	

### Direct Benefit Data by Households

#### Race/Ethnicity

Race (Select from Dropdown Options)	Total	Of the total served, how many are Hispanic/Latino:
Select Option		
Select Option		
Select Option		
Select Option		
Select Option		
Totals Served		

### Income Levels

	Total
Extremely Low	
Low	
Moderate	
Non-Low/Moderate	
Totals <i>(total must match the total # of persons above) Served</i>	

### Of the Total Persons, Number of:

	Number of Persons
With New or Continuing Access to a Service or Benefit	
With Improved Access to a Service or Benefit	
Receive a Service or Benefit that is No Longer Substandard	
Total <i>(total must match the total # of persons above) Served</i>	

### Program Income

Sub-recipient shall report Program Income. Program Income is gross income received by sub-recipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

We did not have any Program Income for this report period

We have attached our program income table which list the Names of Source, and Amount of Program Income Received

# Community Development Block Grant Public Services Report

**Participants**

All participants are required to be City of Orlando residents.

We have elected to attach our program participants listing which includes all the same data as the table below

\* Select from Dropdown Options

	Identifier	Address	Zip	Age	Race *	Ethnicity: Hispanic (H) / Non- Hispanic (NH)*	Gender (M/F)*	Income Level (EL, VL, L)*
1					Select Race	Select	Select	Select
2					Select Race	Select	Select	Select
3					Select Race	Select	Select	Select
4					Select Race	Select	Select	Select
5					Select Race	Select	Select	Select
6					Select Race	Select	Select	Select
7					Select Race	Select	Select	Select
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15					Select Race	Select	Select	Select

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

This report has been submitted by (Print Name/Title): \_\_\_\_\_

**EXHIBIT “J”**

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR SUBRECIPIENTS AND THEIR  
CONTRACTORS AND SUBCONTRACTORS  
STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE**

A. Equal Opportunity Clause:

Subrecipient agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulation of the Secretary of Labor 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee or undertaken pursuant to any Federal Program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by on or behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of

future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**EXHIBIT "K"**

**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 agency, 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 agency, 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 Subrecipient 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.

**ATTEST:**

(CORPORATE SEAL)

**Primrose Center, Inc.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
William McCormac, CEO

**Exhibit “L”**

**SECTION 3 ECONOMIC OPPORTUNITY**

**SECTION 3 CLAUSE**

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (“HUD”) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u. The purpose of section 3 is to ensure that to the greatest extent feasible, opportunities for training and employment be given to low income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under as evidenced by the execution of this contract. The parties to this contract certify and agree that they are under no contractual agreement or other disability which would prevent them from complying with these requirements.
- C. Subrecipient will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- D. Subrecipient will include this Section 3 Clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that Subrecipient is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. Subrecipient will not subcontract with any agency where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the agency has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 25 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its subrecipients, and its successors, and assigns to those sanctions specified by the CDBG Program Agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135, which include termination of this Agreement for default and debarment and suspension from future HUD-assisted contracts.

## EXHIBIT “M”

### ELECTRONIC CODE OF FEDERAL REGULATIONS

#### **§5.109 Equal participation of faith-based organizations in HUD programs and activities.**

(a) *Purpose.* Consistent with Executive Order 13279 (issued on December 12, 2002, 67 FR 77141), entitled “Equal Protection of the Laws for Faith-Based and Community Organizations,” as amended by Executive Order 13559 (issued on November 17, 2010, 75 FR 71319), entitled “Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations,” this section describes requirements for ensuring the equal participation of faith-based organizations in HUD programs and activities. These requirements apply to all HUD programs and activities, including all of HUD’s Native American Programs, except as may be otherwise noted in the respective program regulations in title 24 of the Code of Federal Regulations (CFR), or unless inconsistent with certain HUD program authorizing statutes.

(b) *Definitions.* The following definitions apply to this section:

*Direct Federal financial assistance* means Federal financial assistance provided when a Federal Government agency or an intermediary, as defined in this section, selects the provider and either purchases services from that provider (*i.e.*, via a contract) or awards funds to that provider to carry out an activity (*e.g.*, via grant, sub-grant, sub-award, or cooperative agreement). The recipients of sub-grants or sub-awards that receive Federal financial assistance through State-administered programs (*e.g.*, flow-through programs) are considered recipients of direct Federal financial assistance. In general, Federal financial assistance shall be treated as direct, unless it meets the definition of indirect Federal financial assistance.

*Federal financial assistance* means assistance that non-Federal entities receive or administer in the forms of grants, contracts, loans, loan guarantees, property, cooperative agreements, food commodities, direct appropriations, or other assistance, but does not include a tax credit, deduction, or exemption.

*Indirect Federal financial assistance* means Federal financial assistance provided when the choice of the provider is placed in the hands of the beneficiary, and the cost of that service is paid through a voucher, certificate, or other similar means of Government-funded payment. Federal financial assistance provided to an organization is considered indirect when the Government program through which the beneficiary receives the voucher, certificate, or other similar means of Government-funded payment is neutral toward religion; the organization receives the assistance as a result of a decision of the beneficiary, not a decision of the Government; and the beneficiary has at least one adequate secular option for the use of the voucher, certificate, or other similar means of Government-funded payment.

*Intermediary* means an entity, including a nongovernmental organization, acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that accepts Federal financial assistance and distributes that assistance to other entities that, in turn, carry out activities under HUD programs.

(c) *Equal participation of faith-based organizations in HUD programs and activities.* Faith-based organizations are eligible, on the same basis as any other organization, to participate in HUD programs and activities. Neither the Federal Government, nor a State, tribal or local government, nor any other entity that administers any HUD program or activity, shall discriminate against an organization on the basis of the organization’s religious character or affiliation, or lack thereof. In addition, decisions about awards of Federal financial assistance must be free from political interference or even the appearance of such interference and must be made on the basis of merit, not based on the religious character or affiliation, or lack thereof, of an organization.

(d) *Separation of explicitly religious activities from direct Federal financial assistance.*

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal financial assistance retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct Federal financial assistance that it receives (e.g., via contract, grant, sub-grant, sub-award or cooperative agreement) to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), or in any other manner prohibited by law.

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and 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.

(e) *Explicitly religious activities.* If an organization engages in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), the explicitly religious activities must be offered separately, in time or location, from the programs or activities supported by direct Federal financial assistance and participation must be voluntary for the beneficiaries of the programs or activities that receive direct Federal financial assistance.

(f) *Intermediary responsibilities to ensure equal participation of faith-based organizations in HUD programs.* If an intermediary—acting under a contract, grant, or other agreement with the Federal Government or with a State, tribal or local government that is administering a program supported by Federal financial assistance—is given the authority to select a nongovernmental organization to receive Federal financial assistance under a contract, grant, sub-grant, sub-award, or cooperative agreement, the intermediary must ensure that such organization complies with the requirements of this section. If the intermediary is a nongovernmental organization, it retains all other rights of a nongovernmental organization under the program's statutory and regulatory provisions.

(g) *Beneficiary protections.* Faith-based organizations that carry out programs or activities with direct Federal financial assistance from HUD must give written notice to beneficiaries and prospective beneficiaries of the programs or activities describing certain protections available to them, as provided in this subsection. In addition, if a beneficiary or prospective beneficiary objects to the religious character of the organization carrying out the programs or activities, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(1) *Written notice.* The written notice must state that:

(i) The organization may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(ii) The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;

(iii) The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;

(iv) If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection; and

(v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denial of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary, if applicable.

(2) *Timing of notice.* The written notice must be given to prospective beneficiaries before they enroll in any HUD program or activity. When the nature of the program or activity or exigent circumstances make it impracticable to provide the written notice in advance, the organization must provide written notice to beneficiaries of their protections at the earliest available opportunity.

(3) *Referral requirements.* (i) If a beneficiary or prospective beneficiary of a program or activity that receives direct Federal financial assistance from HUD objects to the religious character of an organization that carries out the program or activity, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

(ii) A referral may be made to another faith-based organization, if the beneficiary or prospective beneficiary has no objection to that provider based on the provider's religious character. But if the beneficiary or prospective beneficiary requests a secular provider, and a secular provider is available, then a referral must be made to that provider.

(iii) Except for activities carried out by telephone, Internet, or similar means, the referral must be to an alternative provider that is in reasonable geographic proximity to the organization making the referral and that carries out activities that are similar in substance and quality to those offered by the organization. The alternative provider also must have the capacity to accept additional beneficiaries.

(iv) If the organization determines that it is unable to identify an alternative provider, the organization shall promptly notify the intermediary or, if there is no intermediary, HUD. If HUD or an intermediary is notified that an organization is unable to identify an alternative provider, HUD or the intermediary, as appropriate, shall promptly determine whether there is any other suitable alternative provider to which the beneficiary or prospective beneficiary may be referred. An intermediary that receives a request for assistance in identifying an alternative provider may request assistance from HUD.

(4) *Recordkeeping.* A faith-based organization providing a referral under paragraph (g)(3) of this section must document a beneficiary or prospective beneficiary's request for a referral, whether the beneficiary or prospective beneficiary was referred to another provider, to which provider the beneficiary or prospective beneficiary was referred, and if the beneficiary or prospective beneficiary contacted the alternative provider, unless the beneficiary or prospective beneficiary requests no follow up.

(h) *Nondiscrimination requirements.* Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. However, this section does not require any organization that only receives indirect Federal financial assistance to modify its program or activities to accommodate a beneficiary that selects the organization to receive indirect aid.

(i) *Exemption from Title VII employment discrimination requirements.* A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in section 702(a) of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1), is not forfeited when the organization participates in a HUD program. Some HUD programs, however, contain independent statutory provisions that impose certain nondiscrimination requirements on all grantees. Accordingly, grantees should consult with the appropriate HUD program office to determine the scope of applicable requirements.

(j) *Acquisition, construction, and rehabilitation of structures.* Direct Federal financial assistance may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under a HUD program or activity. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), direct Federal financial assistance may not exceed the cost of the share of acquisition, construction, or rehabilitation attributable to eligible activities in accordance with the cost accounting requirements applicable to the HUD program or activity. However, acquisition, construction, or rehabilitation of sanctuaries, chapels, or other rooms that a HUD-funded faith-based organization uses as its principal place of worship, may not be paid with direct Federal financial assistance. Disposition of real property by a faith-based organization after its use for an authorized purpose, or any change in use of the property from an authorized purpose, is subject to Government-wide regulations governing real property disposition (2 CFR part 200, subpart D) and the HUD program regulations, as directed by HUD.

(k) *Commingling of Federal and State, tribal, and local funds.* If a State, tribal, or local government voluntarily contributes its own funds to supplement direct Federal financial assistance for an activity, the State, tribal or local government has the option to segregate those funds or commingle them with the direct Federal financial assistance. However, if the funds are commingled, the requirements of this section apply to all of the commingled funds. Further, if a State, tribal, or local government is required to contribute matching funds to supplement direct Federal financial assistance for an activity, the matching funds are considered commingled with the direct Federal financial assistance and, therefore, subject to the requirements of this section. Some HUD programs' requirements govern any activity assisted under those programs. Accordingly, recipients should consult with the appropriate HUD program office to determine the scope of applicable requirements.

[69 FR 41717, July 9, 2004, as amended at 80 FR 75934, Dec. 7, 2015; 81 FR 19416, Apr. 4, 2016]



## EXHIBIT "N"

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Orlando and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. Subrecipient will comply with the other provisions of the Act and with other applicable laws.

#### CERTIFICATION

1. Subrecipient certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing an ongoing drug-free awareness program to inform employees about:
    1. the dangers of drug abuse in the workplace;
    2. Subrecipient's policy of maintaining a drug-free workplace;
    3. any available drug counseling, rehabilitation, and employee assistance programs; and
    4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);
  - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - E. Notify the City's Housing and Community Development Department and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point

for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. Subrecipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, zip code and total estimated number of employees). Subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City's Housing and Community Development Department and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE**

**FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

**Name of Subrecipient:** Primrose Center, Inc.

**Program Name:** \_\_\_\_\_

**Grant :** Community Development Block Grant-CV

**Date:** April 1, 2020 through May 31, 2022

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work under this Agreement:

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

2733 S. Fern Creek Avenue, Orlando, FL 32806

Check  if there are work places on file that are not identified here.

**ATTEST:**

\_\_\_\_\_

**Primrose Center, Inc. (Corporate Seal)**

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

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

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

**EXHIBIT “O”  
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.

\_\_\_\_\_ 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 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 third degree felony under Florida law.

\_\_\_\_\_  
Signature of President/Executive Director/Board Chair

\_\_\_\_\_  
Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA  
COUNTY OF ORANGE

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of Primrose Center, Inc. (agency name) and is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## Exhibit “P”

8/17/2017

eCFR — Code of Federal Regulations

### ELECTRONIC CODE OF FEDERAL REGULATIONS

**e-CFR data is current as of August 15, 2017**

Title 24 → Subtitle A → Part 5 → Subpart A → § 5.106

Title 24: Housing and Urban Development  
PART 5—GENERAL HUD PROGRAM REQUIREMENTS; WAIVERS  
Subpart A—Generally Applicable Definitions and Requirements; Waivers

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#### **§ 5.106 Equal access in accordance with the individual's gender identity in community planning and development programs.**

(a) *Applicability.* This section applies to assistance provided under Community Planning and Development (CPD) programs, including assistance under the following CPD programs: HOME Investment Partnerships program (24 CFR part 92), Housing Trust Fund program (24 CFR part 93), Community Development Block Grant program (24 CFR part 570), Housing Opportunities for Persons With AIDS program (24 CFR part 574), Emergency Solutions Grants program (24 CFR part 576), Continuum of Care program (24 CFR part 578), or Rural Housing Stability Assistance Program (24 CFR part 579). The requirements of this section apply to recipients and subrecipients, as well as to owners, operators, and managers of shelters and other buildings and facilities and providers of services funded in whole or in part by any CPD program.

(b) *Equal access in accordance with gender identity.* The admissions, occupancy, and operating policies and procedures of recipients, subrecipients, owners, operators, managers, and providers identified in paragraph (a) of this section, including policies and procedures to protect privacy, health, safety, and security, shall be established or amended, as necessary, and administered in a nondiscriminatory manner to ensure that:

(1) Equal access to CPD programs, shelters, other buildings and facilities, benefits, services, and accommodations is provided to an individual in accordance with the individual's gender identity, and in a manner that affords equal access to the individual's family;

(2) An individual is placed, served, and accommodated in accordance with the gender identity of the individual;

(3) An individual is not subjected to intrusive questioning or asked to provide anatomical information or documentary, physical, or medical evidence of the individual's gender identity; and

(4) Eligibility determinations are made and assisted housing is made available in CPD programs as required by § 5.105(a)(2).

(c) *Placement and accommodation in temporary, emergency shelters and other buildings and facilities with shared sleeping quarters or shared bathing facilities—(1) Placement and accommodation.* Placement and accommodation of an individual in temporary, emergency shelters and other buildings and facilities with physical limitations or configurations that require and are permitted to have shared sleeping quarters or shared bathing facilities shall be made in accordance with the individual's gender identity.

(2) *Post-admission accommodations.* A recipient, subrecipient, owner, operator, manager, or provider must take nondiscriminatory steps that may be necessary and appropriate to address privacy concerns raised by residents or occupants and, as needed, update its admissions, occupancy, and operating policies and procedures in accordance with paragraph (b) of this section.

(d) *Documentation and record retention.* Providers shall document and maintain records of compliance with the requirements in paragraph (b) of this section for a period of 5 years.

[81 FR 64782, Sept. 21, 2016]

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