

**Grant No.: FLH14F002**

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**Unit of Government No: 122292**

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS  
PERFORMANCE GRANT AGREEMENT FOR FISCAL YEAR 2014**

This Performance Grant Agreement ("Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and the City of Orlando.

1. Background; Purpose This Agreement is authorized by the AIDS Housing Opportunity Act ("Act"), 42 U.S.C. §§ 12901 et seq. Pursuant to the Act, HUD codified implementing regulations for the Housing Opportunities for Persons With AIDS ("HOPWA") program at 24 C.F.R. part 574 ("Regulations"). The Regulations set forth the terms and conditions under which applicants can apply for and receive HOPWA grants. The Grantee has applied for, and HUD has approved, a HOPWA formula grant. The purpose of this Agreement is to set forth the terms and conditions under which HUD will provide funds to the Grantee.
2. Approved Grant Amount, Activities, and Uses of Funds By execution of this Agreement in the space provided below, HUD agrees, subject to the terms prescribed herein, to provide a HOPWA formula grant to the Grantee in the amount of **\$3,008,066**. Grant Funds shall be used to carry out activities set forth in the Act and Regulations, and more readily described in the Consolidated Plan that was prepared, submitted and approved in accordance with Consolidated Submission for Community Planning and Development Programs regulations at 24 C.F.R. part 91 ("Approved Application"), as applicable to the HOPWA program.
3. Regulations; Approved Application This Agreement shall be governed and controlled by the Act, the Regulations, program directives, and any other applicable federal requirements, including those set forth in Executive Orders and Office of Management and Budget Circulars, as currently established and may be amended from time to time. The Approved Application, in addition to any certifications, assurances, information and documentation required to meet award conditions, are hereby incorporated into this Agreement. Unless the context otherwise requires, any reference to this Agreement shall be deemed to include the Act, the Regulations and the Approved Application. Whenever the terms of the Agreement, Approved Application or any other document used in connection with the Grant conflict with the terms provided herein, this Agreement shall control.
4. Subgrants The Grantee shall ensure that, when making a subgrant, herein defined as an award of financial assistance made under this Grant to eligible nonprofit organizations or housing agencies of a State or unit of general local government ("Project Sponsors") via contractual agreement, Project Sponsors are aware of requirements imposed upon them by federal statutes and implementing regulations. Project Sponsor contracts should include any

clauses required by this Agreement and any other applicable federal requirements, including those set forth in Executive Orders and Office of Management and Budget Circulars.

5. Financial Management, Release, Expenditure of Grant Funds, and Drawdowns.

a. Within 90 days of the date of execution of this Agreement, the Grantee agrees, and will ensure that any Project Sponsor agrees, to either obtain a certificate of completion of HOPWA Financial Management Online Training (<http://www.hudhre.info/index.cfm?do=viewHopwaFinancialTraining>) by at least one of its employees, or to demonstrate financial management capacity to carry out the provisions 24 C.F.R. 85.20.

b. The Grantee agrees, and will ensure that any Project Sponsor agrees, that it will not make a commitment or expenditure of Grant Funds to acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a HOPWA-assisted project until the responsible entity has completed the environmental review procedures required by 24 C.F.R. part 58 and the environmental certification and Request for Release of Funds have been approved.

c. To ensure that Grant Funds are expended and disbursed in a timely manner, the Grantee shall draw down Grant Funds not less than quarterly. The Grantee agrees, and will ensure that any Project Sponsor agrees, to make timely payments to each subrecipient upon request, provided the requesting subrecipient is in compliance with program requirements. A request by the Grantee to draw down Grant Funds under the Voice Response Access system or any other payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with the terms of this Agreement.

6. Pre-award Costs and Fees

a. Pre-award costs may not be incurred prior to the date of execution of this Agreement unless such costs would have been allowable if incurred after the date of the award and HUD has given written approval to incur such costs.

b. The Grantee agrees, and shall ensure that Project Sponsors agree, that no fees, excluding rent, will be charged to any eligible person for activities carried out under this award.

7. Amendments and Record-Keeping

a. This constitutes the entire agreement between HUD and the Grantee. This Agreement may not be amended except in a writing executed by authorized officials of HUD and the Grantee. When requesting an amendment to this Agreement, the Grantee shall submit a letter of request to the address set forth in paragraph 10 and attach the proposed amendment(s) to the applicable page(s) of this Agreement. The effective date of any amendment to this Agreement shall be the date of execution by HUD.

b. Amendments to the Grantee's approved Consolidated Plan shall comply with 24 C.F.R. § 91.505.

c. The Grantee shall maintain all programmatic records, including, but not limited to, the Approved Application, amendments to the Approved Application, voucher requests, deposit and expenditure receipts, participant and activity eligibility records, and any other documents required under this award, in its files for a period of not less than four years. In the case of participant eligibility records, the Grantee shall update records no less than annually. Upon reasonable notice, the Grantee shall make records available for audit or inspection by authorized representatives of HUD.

8. Performance By execution of this Agreement in the space provided below, the Grantee agrees, and will ensure that Project Sponsors agree, to:

a. Operate the program in accordance with the Approved Application, the Regulations and other program requirements;

b. State Grantee Cooperation with Local Government Certification, Grantees must obtain a certification from all affected units of government in which they plan to locate the project site, such as a community residence, supportive housing facility, or main sponsor office to be used for managing and dispensing housing assistance under any award of HOPWA funds to a new project sponsor. The certification is mandatory and must be approved before the contract with the project sponsor is executed. The documentation should be retained in the grantee's program files and available for verification during program monitoring.

c. Conduct an ongoing assessment of the housing assistance and supportive services required by participants as identified in Individual Housing and Service Plans, including an annual assessment of their housing situation, a reevaluation of the appropriateness of rental subsidies or other support, and a report on annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness and improving access to healthcare and other support;

d. Assure the adequate provision of supportive services to program participants, provided, however, that Grant Funds shall not be utilized for healthcare and related drug assistance when other amounts are available or designated by State or local governments;

e. In the case of assistance involving substantial rehabilitation or acquisition, maintain the assisted structure as a facility to provide short-term-supported housing or assistance for a period of not less than ten years, and in the case of assistance involving nonsubstantial rehabilitation or repair, maintain the assisted structure as a facility to provide short-term supported housing or assistance for a period of not less than three years, a Declaration of Restrictive Covenant for which shall be recorded pursuant to state and local law;

f. In the case of assistance involving acquisition projects, grantees must comply with HUD disposition instructions located at 24 CFR 84.32 for nonprofits and 24 CFR 85.31 for state, local governments, and federally recognized Indian tribal governments;

g. Comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central

Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010)(to be codified at 2 C.F.R. part 25) and Appendix A to part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 C.F.R. part 170).

h. Commit any program income generated from grant-supported activities to the project or other HOPWA program activities under this Agreement; and

i. Comply with such other terms and conditions as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

9. Performance Reports In accordance with 24 C.F.R. part 91, the Grantee shall submit a Consolidated Annual Performance and Evaluation Report ("CAPER") that demonstrates its progress in carrying out its strategic plan and its action plan within 90 days after the close of each program year. The performance report must include the number of individuals assisted, the types of assistance provided, a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including racial and ethnic status of persons assisted), and actions taken to further fair housing.

10. General HUD notifications to the Grantee under this Agreement shall be sent to the address set forth in the Approved Application, unless the Grantee otherwise notifies HUD in writing. Grantee notifications, including notices of amendments to the Consolidated Plan and requests for amendments to this Agreement, shall be addressed to the appropriate field office, to wit:

Gary Causey, Director  
U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
400 West Bay Street, Suite 1015  
Jacksonville, Florida 32202

11. Defaults and Remedies A default shall occur when the Grantee materially fails to comply with program requirements. A default may consist of using Grant Funds other than as authorized by this Agreement, noncompliance with statutory, regulatory, or other requirements applicable to this HOPWA award, any other material breach of this Agreement, or any material misrepresentation, which, if known to HUD, would have resulted in the Grant Funds not being provided. If the Grantee fails to comply with any term of this award, HUD may:

a. Temporarily withhold further payments pending corrective action by the Grantee or Project Sponsor;

b. Disallow all or part of the cost of an activity or action not in compliance;

c. Wholly or partly suspend or terminate the current award for the Grantee's or Subgrantee's

program;

d. Withhold further awards for the HOPWA program;

e. Reduce or recapture Grant Funds;

f. Require the Grantee to reimburse program accounts with non-Federal funds for the amount of ineligible costs; or

g. Take other appropriate action, including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

Nothing in this paragraph shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. The Grant may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

**THE UNDERSIGNED**, as authorized officials on behalf of HUD and the Grantee, have executed this Agreement, which shall be effective as of the date of execution hereof on behalf the Secretary:

UNITED STATES OF AMERICA  
Department of Housing and Urban Development  
By: The Secretary

By: \_\_\_\_\_  
(Signature)

Director, Community Planning and Development, 4HD  
(Title)

10/08/2014  
(Date)

GRANTEE

By: \_\_\_\_\_  
(Qualifying City/Eligible State)

On behalf of the \_\_\_\_\_  
Eligible Metropolitan Statistical Area/State

By: \_\_\_\_\_  
(Signature and Title of Authorized Official)

\_\_\_\_\_  
(Date)