

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM AGREEMENT  
BETWEEN  
THE CITY OF ORLANDO HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT,  
THE CITY OF ORLANDO FAMILY, PARKS AND RECREATION DEPARTMENT  
AND  
THE HOUSING AUTHORITY OF THE CITY OF ORLANDO, FLORIDA**

**THIS CDBG AGREEMENT** (hereinafter the “Agreement”) is made and entered into by and between **The City of Orlando Housing and Community Development Department (“HCD”)**, and **The City of Orlando Family, Parks and Recreation Department (“FPR”)**, both with a principal address of 400 South Orange Avenue, Orlando, Florida, 32802, and **The Housing Authority of the City of Orlando, Florida**, with a principal address of 390 N. Bumby Avenue, Orlando, FL, 32803 (hereinafter referred to as “**OHA**”).

**WITNESSETH:**

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

**WHEREAS**, the City of Orlando 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 Consolidated Plan for Housing and Community Development Programs 2011-2016;

**WHEREAS**, **FPR** submitted a proposal to utilize **Two-Hundred Twenty-Six Thousand Dollars and No Cents (\$226,000.00)** in FY 2013-2014 CDBG funds towards the rehabilitation of the playground at Citrus Square Apartments, a public housing complex, located at 5625 Hickey Drive, Orlando, Florida, 32822, (the “Property”) and more specifically described on the attached **Exhibit “A”** to continue providing recreational services solely for the children who live at Citrus Square Apartments;

**WHEREAS**, CDBG funds to rehabilitate the Property is an eligible activity under the CDBG Program in accordance with 24 CFR §570.201(c) and meets the national objectives of benefiting a limited clientele concluded to be low- and moderate-income due to the nature of the activity and its location at the public housing complex, as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2)(D). A copy of the current 2014 eligibility income levels are attached hereto as **Exhibit “B”** and incorporated herein by reference;

**WHEREAS**, **OHA** is the owner of the Property, and **FPR** is coordinating the funding and rehabilitation process for the Project for **OHA**; and

**WHEREAS**, although **HCD** will continue to oversee the Project, **FPR**, an internal department within the City of Orlando, will primarily manage the rehabilitation of the

improvements at the Property, and the parties desire to enter into this Agreement in order to ensure compliance with the requirements of the CDBG regulations.

NOW THEREFORE, HCD, FPR, and OHA 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. **National Objectives and Use.** FPR and OHA certify that the rehabilitation activities carried out with funds provided under this Agreement will meet the CDBG program national objective of benefiting a limited clientele who are low- and moderate-income persons as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2).

3. **CDBG Funds.** HCD has allocated **Two Hundred Twenty Six Thousand Dollars and No Cents (\$226,000.00)** in FY 2013-2014 CDBG funds to FPR to use towards the Project. Although OHA owns the Property, FPR is assisting OHA by organizing the rehabilitation process for them. Any funds remaining unexpended or not disbursed to FPR by HCD as of December 14, 2015 may be made available for other City projects as determined by HCD. OHA, as the owner of the Property, shall execute a declaration of restrictive covenant (“Declaration of Restrictive Covenant”) substantially in the form as **Exhibit “C”** which sets forth various covenants restricting the use of the Property to provide a playground for the children who live at Citrus Square Apartments for five (5) years (the “Use Period”).

4. **Statement of Work/Project Description.** FPR will use these CDBG funds to renovate the existing playground and basketball court and build a covered pavilion, so that OHA can provide recreational programs and services for benefit of the children residing at Citrus Square Apartments (the “Project”).

5. **Goals and Performance Measures; Implementation Schedule.** FPR will perform the described tasks in conformance with the following schedule:

FPR shall commence the Project with permits pulled no later than May 1, 2015. FPR shall notify HCD in advance as to the date and time established for obtaining bids and the commencement of construction. Construction of the Project shall be complete by December 14, 2015.

6. **Expenditure of Funds/Budget.** FPR shall use the proceeds for eligible expenses permitted under the CDBG regulations, as set forth in 24 CFR Part 570 and in accordance with the Budget attached hereto as **Exhibit “D”**. Expenditures shall be directly attributable to the Project. Any changes in budget line items, including additions, must be requested in writing and must be approved by HCD, before related expenditures can be undertaken. FPR shall be responsible for any cost overruns over **\$ 226,000.00**. FPR shall not use any CDBG funds for prohibited activities as set forth in 24 CFR §570.207. If it is determined that FPR will be unable

to complete the Project within the time frame set forth in this Agreement, **FPR** must submit a request for an extension to **HCD** for consideration. This request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can be reasonably accomplished. **FPR's** failure to work diligently toward completing the Project and incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or **HCD** may cease disbursing any other funds pursuant to this Agreement, so that **HCD** can reallocate the funds for other uses or projects. Notwithstanding anything to the contrary in this Agreement, **HCD** also 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 **HCD** accordingly.

7. **Subcontracting/Third Party Contracts.** **FPR** shall procure all material, property, or services in accordance with the requirements of 24 CFR §85.36. **FPR** shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements and secure at least three (3) price bids from qualified licensed general contractors. **FPR** agrees that all contracts to be funded by CDBG for this Project will have a written contract which includes assurances to adhere to all related HUD CDBG regulations as stated in 24 CFR Part 570. **FPR** shall incorporate in any and all bid documents and contracts with third parties, the CDBG required provisions and the §85.36 requirements which obligate each of its subcontractors to comply with all notices pertaining to HUD guidelines such as bidding procedures, Davis Bacon, Equal Employment Opportunity requirements, Section 3 requirements, all affirmative action laws, nondiscrimination requirements, anti-kickback requirements, federal labor standard provisions, and lobbying prohibitions issued by various federal agencies applicable to the CDBG program. **FPR** 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 **HCD**, prior to execution of the agreement or contract. **FPR** agrees to furnish to **HCD** 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 **FPR** to **HCD**. **FPR** shall require and monitor compliance by all contractors, subcontractors and other third parties. **FPR** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in the monthly report. Upon completion of construction, the general contractor shall file an executed notice of completion or termination and record it in the Orange County Public Records. Copies of this notice and lien releases shall be filed with **FPR**.

All work completed under this Agreement must be completed in a workmanlike manner, comply with the City of Orlando Building Codes, comply with the Architectural Barriers Act and American's with Disabilities Act as required pursuant to 24 CFR §570.614.

8. **Performance Monitoring.** **HCD** will monitor the performance of **FPR** against goal and performance standards required herein. Substandard performance as determined by **HCD** will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by **FPR** within thirty (30) days after being notified by **HCD**, **HCD** will

terminate this Agreement and all funding will end. **FPR** must return any unused funds within five (5) days of the Housing Director's written request.

9. **Term.** This Agreement shall be in effect for the period commencing December 15, 2014 and terminate on December 14, 2015. Costs may not be incurred after December 14, 2015 without a written amendment to this Agreement. Notwithstanding anything herein to the contrary, **FPR** and **OHA's** obligations to **HCD** 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, retention of records and ensuring use and maintenance requirements for the Property. Also, notwithstanding the foregoing, the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which **FPR** or **OHA** remains in control of CDBG funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent or Property not used in accordance with this Agreement.

## **SECTION 2: ADMINISTRATIVE REQUIREMENTS**

1. **Applicable Laws and Regulations.** **FPR** and **OHA** shall comply with the requirements of the Housing and Community Development Act of 1974, as amended, all CDBG program requirements, 24 CFR Part 570, and other laws and regulations governing the use of these funds, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. It is **FPR's** and **OHA's** responsibility to read, understand, and comply with these laws and regulations. In addition, **FPR** and **OHA** shall abide by any and all other applicable federal or state laws, rules, regulations, and policies governing the funds provided under this Agreement, whether presently existing or hereafter promulgated. **FPR** and **OHA** 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 City's Land Development Code and Building Code.

2. **Uniform Administrative Requirements and Cost Principles.** **FPR** and **OHA** shall comply with the uniform administrative requirements specified at 24 CFR §570.502 and §570.610. **FPR** also agrees to comply with the provisions of 24 CFR Part 85 or the related CDBG provision, as specified in 24 CFR §570.502(a). **FPR** shall comply with the requirements and standards as set forth in Office of Management and Budget ("OMB") Circulars A-87, "Cost Principles for State, Local, and Indian Tribal Governments." These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. **FPR** and **OHA** also agree 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, if such plan is required. **FPR** and **OHA** also agree to comply with the Program Requirements set forth in **Exhibit "E"** which is attached hereto and made a part hereof by this reference.

3. **Records to be Maintained.** **FPR** and **OHA** shall maintain all records required by 24 CFR §570.506 and 24 CFR §85, as modified by 24 CFR §570.502 regarding records that must be maintained for the Project. 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);
- c.) Records required to support that the Project solely benefits the children who live at Citrus Square Apartments;
- 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 nature and location of the Property that establishes that the playground is used solely by low-and moderate- income persons who are residents at Citrus Square Apartments;
- 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 §570.505 regarding any change of use of real property acquired or improved with CDBG assistance;
- 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 and the race, ethnicity, and census tract of any households displaced;
- i.) Records documenting compliance with all Fair Housing and Equal Opportunity regulations including the extent which each racial and ethnic group and single headed households have applied for, participated in or benefitted from any program or activity;
- j.) Financial records that document all transactions and that can be properly documented and audited, as required by 24 CFR Part 570.502 and 24 CFR 85; including but not limited to, as applicable, HUD closing documents, appraisals, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, and construction progress schedules signed by the general contractor, and other appropriate documents as applicable to the nature of the activity;

- k.) Records and agreements documenting compliance with Davis Bacon and federal labor regulations and Section 3; and racial and ethnic characteristics of each entity receiving a contract or subcontract paid with CDBG funds of \$25,000 or more, the amount of the contract or subcontract, data indicating which of these entities are women's business enterprises; and documentation of the affirmative steps to ensure minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts or subcontracts as sources of supplies, equipment, construction, and services.
- l.) Other records necessary to document compliance with Subpart K of 24 CFR part 570;
- m.) Copies of all bid documents, bids received, RFPS, RFQs and any other procurement documents; and
- n.) Copies of all third party or subcontracts.

**Please note that the above descriptions are brief and provide only a summary of the records FPR and OHA are required to maintain. FPR and OHA will consult 24 CFR §570.506 for a more detailed description of the required records. Additionally, HCD may request FPR and OHA to submit and retain other additional documents.**

4. **Retention of Records.** All records must be accurate, complete and orderly. **FPR** and **OHA** shall retain all accounting records, financial records, statistical records, supporting documents, source documentation to support how CDBG funds were expended, and all other documents pertinent to the Project and this Agreement in accordance with the requirements of 24 CFR §85, as modified by 24 CFR 570.502, plus a five (5) year retention period. This retention period begins on the date of the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported for the final time. **FPR** and **OHA** shall maintain all project financial records, including source documentation to support how CDBG funds were expended, which includes, but is not limited to, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, construction progress schedules signed by the general contractor, and other documentation as may be required by HCD to support the expenditures for this Project. OHA shall maintain client data demonstrating client eligibility for all low-and moderate- income households. Such data shall include client name, address, household size, household income, race, ethnicity, and head of household status. **FPR** and **OHA** shall also keep documentation which demonstrates that the Property is used to provide recreational facilities solely for the children who are residents of Citrus Square Apartments. **FPR** and **OHA** shall maintain these real property records to show the Property continues to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR parts 570.503(b)(7).

Notwithstanding the above, if any records are the subject of litigation, a claim or audit, that started before the expiration of the five (5) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved or completion and resolution of all of

the issues, for a period of five (5) years thereafter. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Records for real property and any equipment acquired with these funds shall be retained for five (5) years after final disposition.

5. **Monitoring and Inspections/Access to Records.** All files and records shall be made available for review by **HCD**, the City's Office of Internal Audit and Evaluation, Comptroller General, Inspector General, HUD and/or any of their authorized representatives, who shall have access to and the right to audit, examine, inspect, and make excerpts of transcripts or copies any of the said records, documents or papers related to the Project during normal business hours and any other reasonable time requested by the **HCD** or HUD. This right also includes timely and reasonable access to **OHA** and **FPR'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 **FPR's** responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required by **HCD** and/or HUD to ensure compliance with this Agreement and with all federal, state, and local laws and regulations. This section shall survive termination of this Agreement. **FPR** shall monitor the progress of the Project covered by this Agreement, and **FPR** shall submit appropriate reports to the **HCD**. **HCD** shall monitor **FPR** and **OHA's** performance and financial and programmatic compliance. **FPR** and **OHA** shall allow on-site monitoring of the Property and its programs on as frequent a basis as the **HCD** deems necessary and at any other time that may be required by HUD to determine compliance with CDBG regulations and this Agreement. **FPR** and **OHA** 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 **HCD**, HUD, or any other authorized official or designee for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

6. **Program Income.** **FPR** and **OHA** shall report all Program Income, as defined at 24 CFR §570.500 to **HCD**. Documentation of the receipt of Program Income, such as supporting schedules identifying the project and the source of income, must be submitted to **HCD** within five (5) days of its receipt. Upon expiration or earlier termination of this Agreement, **FPR** and **OHA** shall return and transfer all CDBG Program Income to **HCD** within five (5) days of the expiration or termination of this Agreement. If **FPR** or **OHA** receives any Program Income after this Agreement expires or is terminated, **FPR** and **OHA** shall immediately remit said Program Income balances to **HCD** as required in 24 CFR §570.504(c) within five (5) days of receipt. If applicable, **FPR** shall file reports of Program Income (any Program Income of **FPR** or **OHA's**) as set forth in the below section entitled "Reports".

7. **Reports.** **FPR** shall file status reports in accordance with the Reporting Schedule attached as **Exhibit "F"**. At the beginning of the Project, **FPR** shall obtain from **OHA** and **FPR** shall report to **HCD** beneficiary information demonstrating client eligibility for each low- and moderate-income household. The data to be reported includes number of households, household income, race, ethnicity, and number of female head of households on the form attached as **Exhibit "F-1"**, and such other information requested by **HCD** to document the Project. **FPR** shall also provide **HCD** with monthly, quarterly, and annual reports concerning the progress made on the Project, in the form attached hereto as **Exhibit "F-2"**. The information provided

should be a narrative summary of progress, including, but not limited to, the percentage of project completion, selection of contractors, utilization of MBE/WBE's, Section 3 accomplishments, expenditures and such other information as required under this Agreement. **FPR** and **OHA** shall also file such other information as may be considered appropriate by **HCD** such as documentation to support how **OHA** is continuing to use the playground to serve the children at the Property. The monthly report shall be due on the 10<sup>th</sup> of each month for activities conducted during the preceding month. Quarterly reports are due the 10<sup>th</sup> day of the month following the end of the quarter for March, July, September and December. Annual reports are due by October 31, 2015 for activities conducted during the preceding year (Example: October 1, 2014 – September 30, 2015).

8. **Use and Maintenance of the Facility/Reversion of Assets.** **OHA** and **FPR** agree that the use and disposition of property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR §570.502, §570.503, §570.504, and §570.505 as applicable, which include but is not limited to the following:

1. **FPR** and **OHA**, if applicable, 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. This Agreement involves real property under **OHA**'s control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000. Therefore, **OHA**:
  - a) shall continue for a period of **five (5) years** following the expiration of this Agreement to use the Property to meet the CDBG national objectives cited in 24 CFR §570.208. In furtherance of this obligation, **OHA** shall execute a Declaration of Restrictive Covenant in favor of the City, substantially in the form attached hereto as **Exhibit "C"** and made a part of this Agreement; or
  - b) if **OHA** fails to use the Property in accordance with Paragraph (a), above, **OHA** shall pay **HCD** an amount equal to the current market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement to the Property. The payment is Program Income to the City. If the Property is used as described herein and **OHA** complies with the terms of this Agreement, then no payment shall be required to be repaid to **HCD**. This determination is within the sole discretion of **HCD**.
3. **OHA** shall maintain the Property in good repair at all times and perform appropriate repairs as necessary in accordance with all applicable health, building and safety codes of the City and state of Florida.



9. **Payment Procedures/Reimbursement of Funds.** This is a cost reimbursement agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in the Budget, attached hereto as **Exhibit “D”** and for which **FPR** has made payment. Upon compliance with the terms of this Agreement, **HCD** will disburse funds to **FPR** for the rehabilitation of the Project after the completion of the work has been verified and approved by **FPR** and after receipt and approval by appropriate **HCD** personnel of a “Request for Reimbursement” which shall be in accordance with the Budget specifying the expenses incurred. Reimbursements shall be requested no more frequently than once a month and must be submitted in form and content satisfactory to **HCD**. All requests for reimbursement must be accompanied by adequate billing documentation of payment for eligible expenses (i.e. invoices itemizing the percentage of work completed, costs, receipts, bills from vendors, copies of checks, lien waivers, affidavits, applications, certifications, time sheets, etc.) and other supporting documentation **HCD** may request. Requests for reimbursement shall include adequate documentation of expenditures and all other information described in **Exhibits “E & “F**, attached hereto and incorporated herein by reference. No interest shall be earned on grant proceeds. All requests for reimbursement to **HCD** must be signed by an authorized signatory of **FPR**. Notwithstanding anything to the contrary in this Agreement, **HCD** also reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and such Budget may be modified by **HCD** accordingly.

Notwithstanding anything herein to the contrary, **FPR** shall not request reimbursement from the **HCD** 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.

10. **Retention.** **FPR** agrees that **HCD** will retain ten percent (10%) of the grant amount (the “retention”) which will be reimbursed by **HCD** in compliance with the terms of this Agreement. The retention will be withheld until **FPR** provides the City with releases of liens from all contractors, subcontractors and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement and other documents executed in connection with this Agreement. If **FPR** does not comply with the terms of this Agreement, **HCD** will not disburse the retainage.

11. **Withholding Payments.** **HCD**’s obligation to reimburse **FPR** is conditioned on **FPR**’s full compliance with this Agreement. A breach of this Agreement is grounds for non-payment by **HCD**.

### **SECTION 3. PERSONNEL AND PARTICIPANT CONDITIONS.**

1. **Non-Discrimination.** 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, religion, natural origin, 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. **FPR** and **OHA** shall comply with 42 U.S.C. §5309, et. seq., 24 CFR §570.602 and 24 CFR Part 6. **FPR** and **OHA** shall at all times comply with sections 104(b), 107 and 109 of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.); and implementing regulations in 24 CFR Part 1. HUD's Title VI regulations specify types of prohibited discrimination. **FPR** and **OHA** must not, for example, based on race, color, or national origin deny a person housing or services; provide different housing or services than those provided others; subject a person to segregation or separate treatment in the receipt of housing or services; use different admission or eligibility requirements for housing or services; or select a housing site or location with the purpose or effect of excluding or denying benefits to persons in protected classes.

**FPR** and **OHA** 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, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by **FPR** shall include a provision for compliance with these regulations. **FPR** and **OHA** shall keep records and documentation demonstrating compliance with these regulations.

2. **Equal Employment Opportunity.** **FPR** and **OHA** shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity), 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 "G"**, and made a part hereof by this reference. Any contracts entered into by **FPR** and **OHA** shall include a provision for requiring compliance with these regulations and will, in all solicitations or advertisements for employees state that is an Equal Opportunity/Affirmative Action employer. **FPR** and **OHA** shall keep records and documentation demonstrating compliance with these regulations.

3. **Compliance with Davis-Bacon Act.** As applicable, **FPR** and **OHA** shall comply with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Part 5. Guidance on these regulations is attached hereto as **Exhibit "H"** and made a part hereof by this reference. Any construction contracts entered into by **FPR** shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. **FPR** shall also place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of the contract shall be conditioned upon the acceptance of the wage determination. A copy of the current Wage Decision is attached as **Attachment "#1"** of **Exhibit "H"**. If the attached Wage decision is no longer current at the time of contracting, **FPR** must ensure that a current copy is used. **FPR** shall ensure that a current copy of the Wage Decision and a copy of the Department of Labor poster called "Notice to All Employees" (Form WH-1521) shall be posted at the jobsite in a place that is easily accessible to all of the construction workers employed on the Project. **FPR** shall also require the contractor to obtain weekly certified payroll reports. **FPR** shall maintain

documentation and records which demonstrate compliance with these regulations, including contract provisions and payroll records. Unless labor regulations require more frequent submission, such documentation shall be submitted to the **HCD** for review on a monthly basis.

4. **Copeland “Anti-Kickback” Act.** **FPR** shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by **FPR** shall include a provision for compliance with these regulations. **FPR** shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the **HCD** for review on a monthly basis.

5. **Contract Work Hours and Safety Standards Act:** **FPR** agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by **FPR** shall include a provision for compliance with these regulations. **FPR** shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the **HCD** for review on a monthly basis.

6. **Handicapped Accessibility Requirements.** **FPR** and **OHA** shall design, construct, and rehabilitate the Project so that it is accessible to and useable by individuals with handicaps, in compliance 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 (42 U.S.C. §12131), 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 **FPR** and **OHA** shall include a provision for compliance with these regulations. **FPR** and **OHA** shall keep records demonstrating compliance with these regulations.

7. **Utilization of Minority/Women’s Business Enterprises.** **FPR** will use its best efforts to ensure that minority/women’s business enterprises are afforded the opportunity and included for consideration for participation in all construction, supply or service contracts or in the performance of this Agreement. **FPR** shall 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 **FPR** shall include a provision for compliance with these regulations. **FPR** shall keep records demonstrating compliance with this provision including the affirmative steps taken to assure that minority business and women’s business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts.

8. **Political Activities.** **FPR** shall comply with 24 CFR §570.207(a)(3) regarding political activities. CDBG funds shall not be used for lobbying or political patronage activities. **FPR** 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).

9. **Anti-Lobbying Provision.** FPR shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. FPR 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 "I"** and made a part hereof by this reference. FPR shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Agreement.

10. **Conflict of Interest.** In the procurement of supplies, equipment, construction and services, FPR and OHA shall comply with the conflict of interest rules in 24 CFR §85.36. FPR and OHA shall comply with the conflict of interest provisions contained in 24 CFR §570.611 for those cases not governed by §85.36. Such cases include the acquisition and disposition of real property and the provision of assistance by FPR and OHA to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. rehabilitation).

Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no "person" who 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 a financial 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. "Person" includes employees, agents, consultants, officers, elected officials, appointed officials, or of any designated public agencies or of subrecipients receiving CDBG funds. FPR and OHA agree that it will establish and adopt safeguards to prohibit members, officers, employees and the like from using positions for a purpose that is or gives the appearance of being motivated for private gain for themselves or others with whom they have family, business, or other ties. FPR and OHA shall also keep records supporting requests for waivers of conflicts.

11. **Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity.** FPR 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. FPR shall comply with the provisions of the "Section 3 Clause", attached hereto as **Exhibit "J"** and made a part hereof by this reference, and require all subcontracts to contain a copy of the Section 3 clause. FPR shall also keep records demonstrating compliance with these regulations, including 24 CFR §570.506(g)(5).

12. **Faith-Based Activities.**

(a) **Equal treatment of program participants and program beneficiaries.**

(1) **Program participants.** Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal Government or a State or local government receiving funds under the CDBG program

shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(b) Separation of inherently religious activities. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the program beneficiaries of the HUD-funded programs or services provided.

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

(d) Beneficiaries. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(e) Structures. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds 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 this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG -funded improvements. Disposition of the real property after the term of the loan or grant, or any change in use of the property during the term of the grant or loan, is subject to government wide regulations governing real property disposition (24 CFR parts 84 and 85).

13. **Drug Free Workplace.** FPR and OHA will provide a drug-free workplace. FPR and OHA 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. FPR and OHA shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "K"** and made a part hereof by this reference. FPR

and **OHA** will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.

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

15. **Fair Housing Act and Nondiscrimination and Equal Opportunity in Housing under E.O. 11063.** **FPR** and **OHA** shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and implementing regulations at 24 CFR Part 100, Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and their implementing regulations in 24 CFR Part 107 and shall keep records demonstrating compliance with this provision.

16. **Resident Aliens.** **FPR** and **OHA** shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

17. **Debarment and Suspension.** **FPR** shall comply with the debarment and suspension requirements set forth in 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR Part 2424. **FPR** shall not enter 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 under Executive Order 12549 or 12689, “Debarment and Suspension,” which is made a part of this Agreement by reference. In the event that **FPR** 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. **FPR** shall keep copies of the debarment and suspension certifications required by 2 CFR Parts 2424 and a copy of the sheet documenting that the federal debarment list was checked.

18. **Building, Zoning, and Permits.** **FPR** and **OHA** agree to comply with all laws of the State of Florida and the Orlando City Code. In particular, **FPR** and **OHA** shall comply with all applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.

19. **Agreement between City and HUD.** **FPR** and **OHA** agree 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.

20. **Fees for Use of Facilities.** **OHA** and **FPR** agree that 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 for using the facilities are not permitted.

21. **Public Facility to be Open.** **OHA** and **FPR** will operate the Property so it is open for use by the general public during all normal hours of operation.

## SECTION 4: 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. **FPR** 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, **FPR** and **OHA** are required to provide information about its activities in order for **HCD** to comply with its responsibility under 24 CFR Part 58. **FPR** shall submit to the **HCD** any changes to the original proposed scope of work or any changes to the cost of the work so that **HCD** may evaluate this new information and conduct any further environmental review. This information must be submitted to **HCD** for approval at least 45 days prior to any commencement of work. **FPR** and **OHA** also agree to assist the City in addressing environmental issues that may arise during the City's review process.

2. **Environmental Protection.** **FPR** and **OHA** 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 HD, HUD and EPA.

3. **Flood Disaster Protection.** **FPR** and **OHA** 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, **FPR** and **OHA** agree to comply with all relevant and applicable provisions of 24 CFR §570.605 concerning the National Flood Insurance Program. **FPR** and **OHA** agree 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 **HCD** and must be provided by **OHA**.

5. **Lead-Based Paint.** Lead-based paint is prohibited in the construction or rehabilitation of any properties assisted under this Agreement. **FPR** agrees that any construction or rehabilitation of residential structures with assistance provided under this contract 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. **FPR** shall maintain records demonstrating compliance with these requirements.

6. **Historic Preservation.** **FPR** 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. **FPR** shall notify the City CDBG representative immediately upon determining that a property may fall into this category.

## **SECTION 5: DEFAULTS AND REMEDIES**

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

- (a) if **OHA** fails to use the Property to provide a playground and recreational programs for the children at Citrus Square Apartments;
- (b) if **FPR** fail to use the proceeds in the time frames set forth herein or fails to use the proceeds in the manner or for the purposes set forth herein;
- (c) if **OHA** or **FPR**, as applicable herein, fail to comply with any of the terms of this Agreement or with any regulations governing CDBG awards, including, but not limited to, 24 CFR Part 570 or fails 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;
- (d) if any default occurs under this Agreement or the Declaration of Restrictive Covenant;
- (e) if **FPR** fails to start or complete the renovation of the Property within the timeframe set forth in this Agreement;
- (f) if **FPR** improperly uses any funds provided under this Agreement;
- (g) if **OHA** sells or transfers the Property.



Notwithstanding any of the forgoing provisions to the contrary, if **FPR** or **OHA**, as applicable, has failed to cure any default within (5) days prior to the expiration of any applicable cure period, **HCD** may, at its sole option, cure such default, provided, however, that **HCD** shall be under no duty or obligation to do so.

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

3. **Remedies/Suspension and Termination.** If **FPR** and **OHA** fail to comply with any term of this Agreement or upon the occurrence of any Event of Default or any other breach of this Agreement, then **HCD** may suspend or terminate this Agreement, in whole or part, without notice, and 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, under statutory law, equity or under common law. If **HCD** terminates this Agreement due to **FPR** or **OHA**'s breach of this Agreement, **FPR** and **OHA** shall forfeit to **HCD** all unexpended monies provided under the Agreement. At **HCD**'s discretion, **FPR** and **OHA** may also be required to refund all CDBG funds awarded by **HCD**. **HCD** may also exercise any one or more of the actions contained in 24 CFR §85.43 (a)(1-5). **HCD** may also terminate this Agreement for convenience in accordance with 24 CFR §85.44.

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 **HCD** may have available to it.

## **SECTION 5: INDEMNIFICATION AND INSURANCE**

1. **Indemnification.** **OHA** 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 **FPR** or **OHA**'s performance or non-performance of this Agreement or because of or due to the existence of the Agreement itself.

2. **Environmental Indemnification.** **OHA** shall indemnify and hold **HCD** harmless from any claim arising from, or in any way related to, the environmental condition of the Project, 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 **HCD** 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 Project by **HCD** and **OHA** hereby recognizes and acknowledges that **HCD** is not an owner or manager of the Project 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.** **FPR** shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described, concerning its operations. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to **HCD** prior to execution of this Agreement. **HCD** 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 of Orlando, 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 **FPR** or **OHA**'s performance of the Agreement. Neither the **HCD** nor any of its insurers shall be required to contribute to any such loss. The required certificate shall be furnished by **FPR** prior to execution of this Agreement.
- b.) At least thirty (30) calendar days prior to the expiration of any of the referenced insurance policies, **FPR** shall provide **HCD** with evidence of the renewal of said insurance policies in a form satisfactory to **HCD**.
- c.) The policies and insurance which must be secured as required by **HCD** may include:
  1. Commercial General Liability Insurance/Property. **OHA** shall obtain 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. **OHA** shall provide 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. **OHA** shall obtain flood insurance as required under applicable HUD regulations.
  4. Bonding and Insurance requirements. **FPR** shall also comply with the bonding and insurance requirements of 24 CFR §85.

## SECTION 6: MISCELLANEOUS PROVISIONS

1. **Assignment.** Neither **FPR** nor **OHA** shall not assign or transfer any interest in this Agreement without the prior written consent of the City.
2. **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.
3. **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.
4. **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, Housing and Community Development Director  
Housing and Community Development Department  
City of Orlando  
400 S. Orange Avenue, 7th Floor  
Orlando, Florida 32802
  - B. Vivian Bryant, President/CEO  
Housing Authority of City of Orlando, Florida  
390 N. Bumby Ave  
Orlando, FL 32803
  - C. Lisa Early, Director of Family, Parks, and Recreation  
Family, Parks and Recreation Department  
City of Orlando  
400 S. Orange Ave.  
Orlando, FL 32802
5. **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.

**SIGNATURES NEXT PAGE**

**IN WITNESS WHEREOF**, the parties hereto have executed these presents and have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

**Families, Parks, and Recreation Department  
for the for the City of Orlando, Florida**

By: \_\_\_\_\_  
Alana Brenner, City Clerk

By: \_\_\_\_\_  
Lisa Early, Director  
Family Parks and Recreation

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING AGREEMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ and \_\_\_\_\_, well known to me to be the Director of Family, Parks and Recreation and the City Clerk, respectively, of the City of Orlando, and who acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, that they were duly authorized so to do, and that they did take an oath.

\_\_\_\_\_  
Notary Public

**Housing Authority of the City of Orlando, FL**  
(Seal)

By: \_\_\_\_\_  
Vivian Bryant, President/CEO

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING AGREEMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **Vivian Bryant**, as President/CEO of The Housing Authority of The City Of Orlando, Florida. He/She  is personally known to me or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

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

ATTEST:

**Housing and Community Development  
Department for the City of Orlando, Florida**

By: \_\_\_\_\_  
Alana Brenner, City Clerk

By: \_\_\_\_\_  
Oren Henry, Director  
Housing and Community Development  
Department

THE FOREGOING AGREEMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ and \_\_\_\_\_, well known to me to be the Director of Housing and Community Development and the City Clerk, respectively, of the City of Orlando, and who acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, that they were duly authorized so to do, and that they did take an oath.

\_\_\_\_\_  
Notary Public

ATTEST:

CITY OF ORLANDO, FLORIDA, a municipal corporation, organized and existing under the laws of the State of Florida

By: \_\_\_\_\_  
Alana Brenner, City Clerk

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

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_, Mayor/Pro Tem and \_\_\_\_\_, City Clerk, who is personally known to me who did (did not) take an oath.

\_\_\_\_\_  
Name  
Notary Public  
Serial Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

\_\_\_\_\_, 2015.

\_\_\_\_\_  
Chief Assistant City Attorney

**EXHIBIT "A"**

Legal Description

**Block A, Orlando Housing Authority Project (Dixie Belle) as recorded in Plat Book 11, Page 67, Public Records of Orange County, Florida. SUBJECT TO: An Orlando Utilities Commission easement over the North 100.00 feet thereof.**

**EXHIBIT "B"**

**STANDARDS OF ELIGIBILITY**

**PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES AS  
ESTABLISHED BY THE U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT (HUD) 2014**

	<b><u>1 Person</u></b>	<b><u>2 Person</u></b>	<b><u>3 Person</u></b>	<b><u>4 Person</u></b>	<b><u>5 Person</u></b>	<b><u>6 Person</u></b>	<b><u>7 Person</u></b>	<b><u>8 Person</u></b>
<b>VERY LOW INCOME (31% - 50%) (Low Income for CDBG)</b>	20,100	22,950	25,800	28,650	30,950	33,250	35,550	37,850
<b>LOW INCOME (51% TO 80%) (Moderate Income for CDBG)</b>	32,100	36,700	41,300	45,850	49,550	53,200	56,900	60,550



**Exhibit “C”**

**PREPARED BY AND RETURN TO:**

Lisa R. Pearson  
Chief Assistant City Attorney  
City of Orlando  
400 South Orange Avenue  
Orlando, FL 32801  
Phone: (407) 246-2295

**DECLARATION OF RESTRICTIVE COVENANT- CDBG USE RESTRICTION**

**THIS DECLARATION OF RESTRICTIVE COVENANT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **Housing Authority of the City of Orlando, Florida**, with a principal address of 390 N. Bumby Avenue, Orlando, FL, 32803 (hereinafter “OHA”) in favor of the **City of Orlando**, a Florida municipal corporation (hereinafter referred to as “City”).

**WHEREAS**, the City has been designated by the United States Department of Housing and Urban Development (“HUD”) as an entitlement community for the receipt and use of Community Development Block Grant (“CDBG”) funds, as provided in 24 CFR Part 570; and

**WHEREAS**, OHA is the current owner of the **Property located at 5625 Hickey Drive**, Orlando, Florida, 32822 and more particularly described as follows:

**Block A, Orlando Housing Authority Project (Dixie Belle) as recorded in Plat Book 11, Page 67, Public Records of Orange County, Florida.  
SUBJECT TO: An Orlando Utilities Commission easement over the North 100.00 feet thereof.**

(hereinafter the “Property”);

**WHEREAS**, OHA is rehabilitating its playground to provide renovated basketball courts, a pavilion, and a renovated playground for the exclusive use and benefit of the residents of the Citrus Square Apartments, which use is consistent with the purposes in 24 CFR Part 570;

**WHEREAS**, OHA and the Housing and Community Development Department and the Families, Parks and Recreation Department of the City of Orlando entered into a CDBG Agreement, a copy of which is on file with the City Clerk’s Office in the City of Orlando, the

definitions, terms and conditions of which are incorporated herein by reference; which provided for the terms and conditions of the City's grant to FPR to rehabilitate the Property and to insure that the funds would be used for the renovation in compliance with 24 CFR Part 570; and

**WHEREAS**, as a condition to the use of these CDBG funds, OHA must use the Property to provide a playground for the exclusive use of the Citrus Square residents for a period of not less than **five (5) years**; and

**WHEREAS**, OHA and the City want to ensure that the Property continues to be maintained as a playground for a period of not less than **five (5) years**, regardless of any subsequent changes in ownership of the Property.

**NOW, THEREFORE**, OHA declares that said Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenant hereinafter set forth expressly and exclusively for the use and benefit of said Property and of each and every person or entity who now or in the future owns any portion of the Property.

1. **RESTRICTION OF USE.** The Property shall be exclusively used to provide a playground for the exclusive use of the residents of Citrus Square Apartments. The CDBG Agreement executed by and between FPR, HCD, and OHA dated \_\_\_\_\_, 2015, is on file with the City Clerk's Office and the City's Housing and Community Development Department, and contains additional requirements and restrictions and is hereby incorporated herein by reference and made a part hereof, including the term and definitions contained therein. All terms not defined herein shall have the same meaning described in the CDBG Agreement.

If OHA sells, transfers, encumbers, or conveys the Property to an unrelated third party or fails to use the Property as set forth herein and as required by the City, then OHA must reimburse the City an amount equal to the current market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds for the improvement to the Property, as required by 24 CFR Part 570.

2. **BINDING NATURE OF COVENANTS.** This covenant is to run with the land until December 14, 2020 and shall be binding on all parties and all persons claiming under them.

3. **ENFORCEMENT OF DECLARATION OF RESTRICTIVE COVENANT.**

Enforcement of the foregoing restrictive covenant shall be by proceedings at law or in equity against any person or persons violating or attempting to violate such covenant to restrain violation. Such action may be brought by the City of Orlando or by HUD.

4. **ATTORNEYS' FEES.** Any person who successfully brings an action for enforcement of this Declaration shall be entitled to recover attorneys' fees and costs for such action, including any successful appellate proceedings, from the then owner of the affected portion or portions of the Property.

**IN WITNESS WHEREOF**, OHA has executed this Declaration of Restrictive Covenant, the day and year first above written.

Signed, sealed and delivered  
in the presence of two witnesses:

**Housing Authority of the City of Orlando, FL**  
(SEAL)

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

By: \_\_\_\_\_  
Vivian Bryant, President/CEO

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

**CORPORATE ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF ORANGE

**PERSONALLY APPEARED** before me, the undersigned authority, **Vivian Bryant**, as President/CEO of the Housing Authority of the City of Orlando, FL. He/She  is personally known to me or  who has produced \_\_\_\_\_ as identification.

**WITNESS** my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

**EXHIBIT "D"**  
**BUDGET**  
**Citrus Square Playground Renovation**  
**Budget (FY2014)**

Description	Project Cost
<b>Playground/tot lot area, including ADA requirements</b>	
Play structure, independent play pieces, swings	\$75,000
Safety surfacing	\$5,625
Play retention curbing	\$11,375
<b>Site work, grading and drainage</b>	
Approximately 50' of sidewalk, site preparation, soil, and drainage work	\$15,000
<b>Shelters and furnishings</b>	
Small (20'x20') pavilion with concrete slab	\$25,000
Site furnishings: Installation of 2 picnic tables and 2 trash receptacles	\$5,500
<b>Basketball Court Refinishing</b>	
Add safety area, refinish court surface, add new goals, rims and nets	\$22,000
<b>Landscape and irrigation</b>	
Bahia sod	\$2,925
Trees	\$1,275
Irrigation	\$10,000
<b>Sub total</b>	<b>\$173,700</b>
<b>Soft Costs</b>	
Bidding, permitting, PM/CM etc.	\$52,300
<b>CDBG Total Costs</b>	<b>\$226,000</b>
<b>Design/Contingency Leverage</b>	
District #1 contribution (to cover design and construction costs)	\$26,000
Orlando Housing Authority in-kind contribution (to cover construction costs)	\$8,425
<b>Total Design/Contingency Leverage</b>	<b>\$34,425</b>
<b>Total Project Costs</b>	<b>\$260,425</b>

## EXHIBIT "E"

### PROGRAM REQUIREMENTS

**FPR** and **OHA**, in addition to the terms set forth in the Agreement, shall operate the Property for low- and moderate-income persons funded through the City's Community Development Block Grant Program according to the following guidelines:

1. Any equipment, furnishings and any other usable item purchased with the City's CDBG Program contribution to **FPR** and **OHA** for use in rehabilitating the Property shall be kept on an inventory and shall be made available to **HCD** for disposition upon termination of the City's CDBG assistance.

2. **FPR** hereby agrees to maintain accounting systems with internal controls to safeguard the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with generally accepted accounting principles (GAAP) in accordance with 24 CFR Part 85 Administrative Requirements for Grants and Cooperative agreements with State, Local and Federally Recognized Indian Tribal Governments.

3. **FPR's** accounting records must adequately identify the receipt and expenditure of all CDBG funds for each budget line item. There must be a separate accounting for each budgetary allocation as approved by **HCD**. Cash receipts and expenditures from other sources must be accounted for separately from CDBG funds; therefore, if **FPR** maintains a common account for both CDBG and other funds, the accounting system must provide for the clear and easy identification of CDBG funds.

4. As applicable, accounting and related records of **FPR** shall comprise the following as a minimum:

- a. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
- b. Books of Original Entry – Cash receipts and disbursements journal, general ledger.  
Chart of Accounts – Listing of accounts must be maintained in the accounting system.
- c. 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.

- d. Attendance Records – Attendance records (individual time sheets) shall be maintained for all personnel paid with CDBG funds that are involved in operating a CDBG funded program. 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. Daily attendance records must support budgetary charges for payroll purposes.
  - e. Payroll Records – If the CDBG funds are used for salaries, formal payroll records supporting cash disbursements to employees shall be maintained. All time sheets or 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 HCD. 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 HCD.
  - f. Checking Accounts – A monthly bank reconciliation shall be conducted by **FPR**. 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.
  - g. Purchasing Practices – Purchasing practices shall be at the very least in accordance with 24 CFR §85. City purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. If a bidding procedure is not used, **FPR** must provide documentation indicating how all vendors, contractors, minority and/or women owned businesses are given an opportunity to participate.
  - h. Inventories – **OHA** and **FPR** are 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.
  - i. Property Records – **OHA** is required to maintain formal 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.
5. **FPR** and **OHA** should maintain records in an orderly manner, with separate identification for different Federal fiscal periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to **HCD** staff, U.S. Department of Housing and Urban Development officials and others who may be authorized to examine such records.

**EXHIBIT “F”**  
**Reporting Schedule**

A. **FPR** shall submit monthly status reports to **HCD** as described in the Agreement no later than ten (10) days after the last day of any month in which services assisted through the Community Development Block Grant Program have been provided. Failure to provide the monthly status report within the ten (10) day period will trigger a withholding of payment of subsequent reimbursements.

B. **OHA** and **FPR** understand 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 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. This is not required for presumed benefit/limited clientele projects.

C. Upon notice by **HCD**, **FPR** and **OHA** shall provide the information requested by **HCD** for submission of performance or other reports to HUD.

D. Between the required monthly status reporting dates, events may occur which have significant impact upon the project or program. In such cases, **FPR** shall inform **HCD** as soon as the following types of conditions become known:

1. Problems, delays or adverse conditions, which may materially affect the ability to attain 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 assistance needed to resolve the situation.
2. Favorable development or events, which will enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Method of Payment:

Payments under the program shall be made on the basis of the completion of the rehabilitation and submission of documentation as outlined in this Agreement between the **FPR**, **OHA** and **HCD**. **FPR** shall submit requests at least quarterly for reimbursement to **HCD** in accordance with the following:

1. **HCD** shall authorize the reimbursement to **FPR** for actual expenditures outlined in the budget as expressed in **Exhibit “D”** of this Agreement, except that **HCD** may approve a variance with regard to variable costs. However, at the end of nine (9) months from the date of signing this contract, at least 50% of the available allocation shall have been requested

and **FPR** shall have completed at least half of the renovation. If less than 50% of funds have been expended, **HCD** shall request a written explanation and may amend this Agreement to adjust the annual allocation.

2. Expenses incurred by **FPR** will not be authorized for reimbursement by **HCD** if such expenses cannot be documented by receipts, invoices or other appropriate information. Furthermore, all requests for reimbursement submitted by **FPR** and **OHA** to **HCD** shall not be reimbursable by **HCD** if such expenditures were not expended directly for the provision of services, and activity delivery costs, or rehabilitation costs, as applicable, to benefit low- and moderate-income persons in accordance with this Agreement.
3. Provided that the reimbursement requests are complete and undisputed **HCD** shall authorize reimbursement of approved program expenditure requests within thirty (30) days of receipt of such requests.
4. As applicable, the monthly reimbursement requests shall include:
  - a. Name and address of each client receiving services.
  - b. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and checks in payment.
  - c. Brief description of services undertaken during the month for which reimbursements are being requested.
  - d. Total cost of services
  - e. Timesheets showing tenths of hours where work has been done by employees time and requested for reimbursement under this Agreement.
  - f. If applicable, if outside contractors have done the work, submit the contractor's 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 “F-1”**

**Community Development Block Grant (CDBG)  
Citrus Square Residential Household Report**

In order to maintain compliance with the Community Development Block Grant (CDBG) program guidelines, FPR must provide household data to HCD on the residents of Citrus Square. This report should be submitted to the Housing & Community Development Department at the start of the Citrus Square Playground Improvement project, prior to receiving services. All households residing in Orlando Housing Authority’s Citrus Square Housing complex must be included.

**Household Income**

Total Number of Citrus Square Households	Number of Households at 0-30% MFI (VLI):	Number of Households at 31-50% MFI (LI):	Number of Households at 51-80% MFI (M):	Number of Female Headed Households:
Households:				

**Composition: Households by Race and Ethnicity**

	White	Black (African American)	Asian	American Indian - Alaskan Native	Native Hawaiian / Pacific Islander	American Indian / Alaskan Native & White	Asian & White	Black African American & White	American Indian / Alaskan Native & Black African American	Other Multi-Racial
Non-Hispanic										
Hispanic										
<b>TOTAL</b>										

**EXHIBIT "F-2"**

**Community Development Block Grant (CDBG)  
Monthly Status Rehabilitation Report**

In order to maintain compliance with the Community Development Block Grant (CDBG) program guidelines, a "Monthly Status Report" is due no later than the 10<sup>th</sup> of the following month. The reporting period for this report will be the 1<sup>st</sup> through the 31<sup>st</sup>. If you have more than one contractor working during this period, please use a separate form for each one assigned.

1. Percentage of grantee completion,
2. Selection of contractors
3. Utilization of MBE/WBE's (please state if minority or women have been hired for this project)
4. Expenditures (list any expenditure(s) that has been submitted ending the 9<sup>th</sup> of this reporting period).

**For the month of:** \_\_\_\_\_

**Percentage of Grantee Completion**

Please check the appropriate box that indicates the percentage of this project that has been completed during this reporting period.

10%	20%	30%	40%	50%	60%	70%	80%	90%	100%

**Selection of Contractor**

Contractor's Name: \_\_\_\_\_ License #: \_\_\_\_\_

**Utilization of Minority & Women's Business Enterprises (MBE/WBE's)**

Have you, to the greatest extent feasible, ensured that Minority/Women's Business Enterprises were included for consideration in participating in this his project? [ ] Yes [ ] No

Is contractor listed above MBE/WBE certified? [ ] Yes [ ] No

If above listed contractor is MBE/WBE certified, please provide the following information.

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

County of Certification: \_\_\_\_\_

***\*Please include a copy of the M/WBE certification, if applicable, with this report.***

Signature of Owner: \_\_\_\_\_ Submittal Date \_\_\_\_\_

## EXHIBIT "G"

### **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTORS AND SUBCONTRACTORS STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE CONSTRUCTION OVER \$10,000**

A. Equal Opportunity Clause:

FPR 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:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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, or national origin.
3. 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.
4. 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.
5. 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.

6. 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 rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 appliance 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 "H"

### Federal Labor Standards Provisions U.S. Department of Housing and Urban Development

Office of Labor Relations Previous editions are obsolete  
Page 1 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1

#### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay

another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part Previous editions are obsolete Page 2 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of

the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph

for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; Previous editions are obsolete Page 3 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

**(3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the



applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by Previous editions are obsolete Page 4 of 5 form **HUD-4010** (06/2009) ref. Handbook 1344.1 the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and

such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of

this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards**

**Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph. Previous editions are obsolete Page 5 of 5 form HUD-4010 (06/2009) ref. Handbook 1344.1 **(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon

its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## ATTACHMENT #1 TO EXHIBIT "H"

General Decision Number: FL140030 10/17/2014 FL30

Superseded General Decision Number: FL20130030

State: Florida

Construction Type: Building

County: Orange County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	01/31/2014
2	02/28/2014
3	10/17/2014

BRFL0001-002 05/01/2013

	Rates	Fringes
TILE SETTER.....	\$ 18.50	6.00
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ELEC0606-001 01/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 23.15	8.60
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ENGI0673-006 05/01/2013

	Rates	Fringes
OPERATOR: Crane Oiler.....	\$ 20.36	10.85
OPERATOR: Mechanic.....	\$ 26.30	10.85
OPERATOR: Oiler.....	\$ 20.36	10.85
OPERATOR: Boom Truck.....	\$ 24.14	10.85
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IRON0808-004 01/01/2013

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 23.00	10.95

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\* PAIN1010-009 08/01/2014

	Rates	Fringes
PAINTER: Roller, Steel and Spray Only.....	\$ 17.50	8.83

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SFFL0821-001 01/01/2014

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 27.53	17.32

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-  
SUFL2009-026 05/22/2009

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.84	0.13
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Form Work (Excludes Acoustical Ceiling Installation, and Drywall Hanging).....	\$ 14.56	3.31
CEMENT MASON/CONCRETE FINISHER....	\$ 13.00	0.00
DRYWALL FINISHER/TAPER.....	\$ 16.00	0.00
DRYWALL HANGER.....	\$ 16.04	0.98
FENCE ERECTOR.....	\$ 14.00	0.00
GLAZIER.....	\$ 16.07	6.24
HVAC MECHANIC (Installation of HVAC Duct).....	\$ 15.65	0.00
INSTALLER - CARPORT METAL COVERING.....	\$ 12.17	0.77
INSTALLER - DRAPERY BLINDS.....	\$ 17.50	0.00
INSULATOR - BATT.....	\$ 15.79	0.00

INSULATOR - PIPE & PIPEWRAPPER....	\$ 13.13	3.03
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00
LABORER: Common or General.....	\$ 10.51	1.71
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Mason Tender - Brick....	\$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90
LABORER: Pipelayer.....	\$ 11.53	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.60	0.00
LATHER.....	\$ 13.41	0.00
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Backhoe/Excavator.....	\$ 15.00	0.47
OPERATOR: Bulldozer.....	\$ 15.00	0.00
OPERATOR: Crane.....	\$ 17.75	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Grader/Blade.....	\$ 11.00	0.63
OPERATOR: Loader.....	\$ 11.00	0.63
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.83	0.00
OPERATOR: Pump.....	\$ 17.12	0.00
OPERATOR: Roller.....	\$ 10.68	0.00
OPERATOR: Screed.....	\$ 11.34	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00

PAINTER: Brush Only.....	\$ 12.00	0.00
PIPEFITTER, Excludes HVAC Pipe Installation.....	\$ 16.02	0.52
PLASTERER.....	\$ 16.00	0.67
PLUMBER, Includes HVAC Pipe Installation.....	\$ 16.00	0.00
ROOFER (Installation of Metal Roofs Only).....	\$ 14.26	0.59
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....	\$ 14.65	1.53
SCAFFOLD BUILDER.....	\$ 12.00	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 14.10	1.53
TRUCK DRIVER: Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.09	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:



- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.  
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**Exhibit "I"**  
**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.

**City of Orlando**  
**Family Parks & Recreation**

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

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

**EXHIBIT “J”**

**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 and very 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 thereunder 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 thereunder 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 “K”

### 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 **FPR** and **OHA** 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. **FPR** and **OHA** 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. the 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. **FPR** and **OHA** 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). **FPR** and **OHA** further certify that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the **HCD** 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 : FPR & OHA

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

Grant : Community Development Block Grant

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

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

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

**5625 Hickey Drive  
Orlando, FL 32822**

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

**City of Orlando Family Parks and Recreation**

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

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

**The Housing Authority of the City of Orlando, FL**

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

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