

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM AGREEMENT
BETWEEN THE CITY OF ORLANDO, FLORIDA
AND
HEALTH CARE CENTER FOR THE HOMELESS, INC.**

THIS CDBG AGREEMENT (hereinafter the "Agreement") is made and entered into by and between the **City of Orlando**, a Florida municipal corporation, with a principal address of 400 South Orange Avenue, Orlando, Florida, 32801 (hereinafter referred to as the "City"), and **Health Care Center for the Homeless, Inc.**, a Florida non-profit corporation, with a mailing address of 232 N. Orange Blossom Trail, Orlando, FL, 32805 (hereinafter referred to as "Center" or "Subrecipient").

W I T N E S S E T H:

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

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

WHEREAS, Center is a private non-profit corporation that provides healthcare and medical services to the homeless and other low-and moderate- income persons;

WHEREAS, Center submitted a proposal to utilize **Five Hundred Seventy-Five Thousand Dollars (\$575,000.00)** in FY 2016-2017 CDBG funds towards the acquisition of property to enable Center to build a 12,000 square foot comprehensive health care facility on this property which is generally located at 4426 Old Winter Garden Road, Orlando, Florida 32811 (hereinafter referred to as the "Property") and more specifically described on the attached **Exhibit "A"** to enable Center to provide primary and preventative medical, dental, behavioral health, and pharmacy services to the homeless and other low- and moderate- income persons;

WHEREAS, CDBG funds for acquisition of the Property for construction of a health care facility for homeless and other low- and moderate-income persons is an eligible activity under the CDBG Program in accordance with 24 CFR §570.201(a). It is a limited clientele activity and meets a national objective as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2); and

WHEREAS, the parties desire to enter into this Agreement in order to ensure compliance with the requirements of the CDBG regulations by Center and to secure other promises of Center regarding the use of the funds to benefit low-and moderate-income persons as defined under the standards of eligibility established by HUD and adjusted annually, a copy of which current 2016 eligibility income levels are attached hereto as **Exhibit "B"** and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the City and Center 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.** Center certifies that the acquisition activities carried out with the funds provided under this Agreement will meet the CDBG program national objective of benefiting low- and moderate-income persons as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2).

3. **The Loan.** Under the terms and conditions of this Agreement, the City has allocated a subaward to Center in the amount of **Five Hundred Seventy-Five Thousand Dollars (\$575,000.00)** in FY 2016-2017 CDBG funds for acquisition of the Property. Pursuant to 2 CFR §200.331, the required Subaward information is attached as **Exhibit “C”**. Any funds remaining unexpended or not disbursed to Center by the City as of the termination date of this Agreement may be deobligated from this Agreement and made available for other City projects as determined by the City.

To evidence this loan, Center shall execute a promissory note, mortgage, and declaration of restrictive covenant and other loan documents (the “Loan Documents”) as required by the City. Accordingly, Center shall execute a promissory note in favor of the City substantially in the form attached hereto as **Exhibit “D”** (the “Note”) and incorporated herein by reference. The Note shall be secured by a mortgage (the “Mortgage”) on the Property substantially in the form attached hereto and incorporated herein by reference as **Exhibit “E”**. Center shall also execute a declaration of covenants and restrictions (“Declaration of Covenants and Restrictions”) substantially in the form as **Exhibit “F”** which sets forth various covenants restricting the use of the Property as a comprehensive healthcare facility to provide supportive healthcare services for low- and moderate- income persons for a period of five (5) years (the “Use Period”).

4. **Statement of Work/Project Description.** Center will use these CDBG funds towards the purchase and fee simple acquisition of the Property (the “Project”) so that it can construct a 12,000 square foot comprehensive health care facility building on the Property so that Center can provide primary and preventative medical, dental, behavioral health and pharmacy services to the homeless and other low- and moderate-income persons. The Budget for this Project is attached as **Exhibit “G”** and made a part hereof by this reference. During the term of this Agreement, Center agrees to work diligently towards the completion of the Project and complete the Project by September 30, 2017. Center shall complete the construction of the health care facility to provide comprehensive healthcare services to low- and moderate-income persons by September 30, 2020.

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

Center shall purchase and acquire fee simple title to the Property no later than September 30, 2017. Center shall notify the Housing and Community Development Department in advance as to the

date and time established for the closing of the Property. Center shall complete the construction of the health care facility to provide comprehensive healthcare services to low- and moderate-income persons by September 30, 2020. If Center fails to move diligently in its acquisition of the Property or the construction of the health care facility, the City will review Center's progress and its inability to perform due diligence and taking steps towards acquiring the Property and constructing the healthcare facility as a performance indicator and it will factor into the City's determination of non-compliance. HUD requires the City to timely spend its CDBG funds. Therefore, it is critical that Center complies with these time deadlines. Time is of the essence. Center's failure to work diligently toward timely completing the Project and incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or the City may cease disbursing funds pursuant to this Agreement so that the City can reallocate the funds for other uses or projects.

6. **Expenditure of Funds/Budget.** Center shall use the loan 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 "G"** and made a part hereof by this reference. The City may require a more detailed budget breakdown than the Budget attached hereto, and Center shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the City. The City may also require changes in line items, or approve other budgetary changes within the total award amount. Any supplementary budget information or budget changes must be approved in writing by the Housing Program Manager and Housing Director or designee. Expenditures shall be directly attributable to the Project. Center shall be responsible for any cost overruns over **\$575,000.00**. Center shall not use any CDBG funds for prohibited activities as set forth in 24 CFR §570.207. Notwithstanding anything to the contrary in this Agreement, the City 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 the City accordingly. Center acknowledges and agrees that any funds not used in accordance with this Budget and permitted CDBG regulations must be repaid to the City.

7. **Performance Monitoring.** The City will monitor Center's performance against goal and performance standards and compliance with the terms of this Agreement as required herein. Further monitoring requirements are set forth in Section 2 herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Center within thirty (30) days after being notified by the City, the City will terminate this Agreement and all funding will end. Center must return any CDBG funds within 5 days of the Housing and Community Development Department Director's written request.

8. **Term.** This Agreement shall be in effect for the period commencing October 1, 2016 through September 30, 2017. Costs may not be incurred after September 30, 2017. Notwithstanding anything herein to the contrary, Center's obligations to the City shall not end until all close-out requirements are completed, including, but not limited to, such things as making final payments, disposing of program assets, retention of records and 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 Center remains in control of CDBG funds or other assets, including Program Income, construction of the healthcare facility, or for any HUD audits requiring repayment of any funds unlawfully spent under this Agreement.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

1. **Applicable Laws and Regulations.** Center 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 and regulatory guidance 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 Center's responsibility to read, understand, and comply with these laws and regulations. In addition, Center shall abide by any and all other applicable federal or state laws, rules, regulations, HUD guidance and policies governing the funds provided under this Agreement, whether presently existing or hereafter promulgated. Center shall also comply with all other applicable federal, state or local laws, statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orlando City Code.

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

3. **Procurement/Subcontracting/Third Party Contracts.** Center shall procure all material, property, or services in accordance with state and local requirements and the requirements of 2 CFR §200.318-§200.326, including the procurement of recovered materials (Resource Conservation and Recovery Act) in compliance with 2 CFR §200.322 regarding the use of specific products made or used with recovered materials. Center 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. Center shall incorporate in any and all bid documents and contracts with third parties the provisions required in 2 CFR §200.326 including, but not limited to, provisions which will 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. Center shall not enter into any subcontract with any entity, agency or individual in the performance of this Agreement without the written consent and approval of the City's Housing and Community Development Department, prior to execution of the agreement or contract. Center agrees to furnish to the Housing and Community Development Department a copy of each third party contract it enters into an agreement with for the performance of work to be undertaken within the scope of this

Agreement along with documentation concerning the selection process. The lowest and most responsive bidder shall be recommended by Center to the City's Housing and Community Development Department as the general contractor. Center shall require and monitor compliance by all contractors, subcontractors and other third parties. Center 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 the Housing and Community Development Department. The City shall not be obligated or liable hereunder to any party Center enters into agreements with for the Project.

4. **Records to be Maintained.** Center shall maintain all records required by 2 CFR part 200, 24 CFR §570.506, and 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); for an activity involving a facility for use by limited clientele for use by low- and moderate-income persons, Center must obtain documentation showing the size and annual income of each person receiving the benefit;
- c.) Records required to determine the eligibility of activities;
- d.) Records for each activity carried out for the purpose of providing or improving services and programs which is determined to benefit low- and moderate-income persons including the total cost of the activity, including both CDBG and non-CDBG funds and the size and income and eligibility of each person or household;
- e.) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance and records of compliance with the Declaration of Restrictive Covenant and the 5 year Use Period;
- f.) Records which demonstrate compliance with the requirements in 24 CFR §570.503(b)(7) or 24 CFR §570.505 regarding any change of use of real property acquired or improved with CDBG assistance;
- 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;
- i.) Records documenting compliance with all Fair Housing and Equal Opportunity regulations;

- j.) Financial records, in accordance with the applicable requirements listed in §570.502, including source documentation for entities not subject to 2 CFR 200; all documents for all transactions that demonstrates how funds are expended, including but not limited to and to the extent applicable, HUD closing documents, appraisals, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, and construction progress schedules signed by appropriate parties (e.g. general contractor and/or a project architect), and /or other documentation appropriate to the nature of the activity;
- k.) Records and agreements related to lump sum disbursements to private financial institutions for financing rehabilitation as prescribed in 24 CFR §570.513;
- l.) Other records necessary to document compliance with Subpart K of 24 CFR part 570;
- m.) Copies of all bid documents, bids received, Requests for Proposals, Requests for Qualifications and any other procurement documents;
- n.) Copies of all third party or subcontracts; and
- o.) Detailed records of Center 's organization, financial and administrative systems, and the specific CDBG-funded project or activities.

Please note that the above descriptions are brief and provide only a summary of the records Center is required to maintain. Center agrees to consult 2 CFR part 200 and 24 CFR §570.506 for a detailed description of the required records.

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

Notwithstanding the above, 2 CFR §200.333 states that Center may need to keep the records for longer if they fall into one of the following exceptions: if any records are the subject of any litigation, claim, or audit that started before the expiration of the three (3) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved, completed, and

final action taken; records for any real property and any equipment acquired with these funds shall be retained for three (3) years after final disposition; if Center is notified by the City, HUD, its cognizant agency for audit, its oversight agency for audit, its cognizant agency for indirect costs, or the City to extend the retention period; records for program income after the period of performance; and indirect cost rate proposals and cost allocation plans.

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

All files, records, and documents, including financial statements and data, shall be made available for review to the City's Housing and Community Development Department, any auditors, the City's Office of Internal Audit and Evaluation, Comptroller General, Inspector General, HUD and/or any of their authorized representatives, who shall have access to and the right to audit, examine, inspect, make transcripts or excerpts of any of the above records, documents, or papers related to the Project or to meet any HUD requirements during normal business hours and any other reasonable time requested. This right also includes timely and reasonable access to Center'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 Center's responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all federal, state, and local laws and regulations. This right of access is not limited to the required retention period but lasts as long as the records are retained. This section shall survive termination of this Agreement.

7. **Audits and Financial Statements.**

- (a) Center shall comply with 2 CFR part 200 Subpart F – Audits. In accordance with 2 CFR §200.510, Center shall prepare financial statements and a schedule of expenditures of federal awards. Center shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.
- (b) In addition, if expending more than \$750,000 of Federal awards during an operating year, Center shall comply with the audit provisions contained in 2 CFR subpart F and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. Center shall submit its annual audit to the City and within one hundred twenty (120) days of the end of Center's fiscal year. Center must clear any deficiencies noted in the audit reports within 30 days after receipt of any noted deficiencies. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Center shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty

(30) days after City has notified Center of such non-compliance. Any reimbursement by Center shall not preclude the City from taking any other action or pursuing other remedies. Failure to comply with these audit requirements constitutes a violation of the Agreement and may result in the withholding of future payments. If Center expends less than \$750,000 in federal awards during its fiscal year, they are exempt from this requirement, except as noted in 2 CFR §200.503, but records must be available for review or audit by appropriate officials of HUD, the City, or GAO.

- (c) Center also agrees to allow the City's Internal Audit and Evaluation Department, or any of the City's other departments or representatives, to conduct any audits or financial monitoring the City feels necessary at any time during the term of this Agreement or pursuant to any HUD request.

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

9. **Reports.** Center shall file reports in accordance with the Reporting Schedule attached as **Exhibit "I"**. Center shall provide the City's Housing and Community Development Department with quarterly and annual reports concerning the progress made on the Project, in the form attached hereto as **Exhibit "I"**. The report shall include the following information: 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. Center shall also file a Report providing information on the client data demonstrating client eligibility including, but not limited to, client name, address, ethnicity, race, gender, age, head of household, income level, or other basis for determining eligibility on the Form attached as **Exhibit "I"**. Also, pursuant to 2 CFR §200.329, Center shall annually submit a status report on the Property in the format requested by the City. Center shall also file and report on such other information as may be considered appropriate by the City. The quarterly reports are due the 15th day of the month following the end of the quarter for March, June, September and December. Annual reports are due by October 15, 2017 for activities conducted during the preceding year (Example: October 1, 2016 – September 30, 2017).

10. **Use and Maintenance of the Facility/Reversion of Assets.** The reversion of assets and use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR §570.502, §570.503, §570.504, and §570.505, as applicable, which includes but is not limited to the following:

1. Center 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 Center's control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000. Therefore, Center:
 - 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, Center shall execute a Declaration of Restrictive Covenant in favor of the City, substantially in the form attached hereto as **Exhibit "F"** and made a part of this Agreement; or
 - b) if Center fails to use the Property in accordance with paragraph (a), above, Center shall pay the City an amount equal to the current fair market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement to the Property. The payment shall be considered Program Income to the City. If the Property is used as described herein and Center complies with the terms of this Agreement, then no payment shall be required to be repaid to the City. The determination of Center's failure to provide a comprehensive health care facility for low- and moderate- income persons is within the sole discretion of the City.

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

12. **Payment Procedures/Reimbursement of Funds.** This is a cost reimbursement agreement. Reimbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in the Budget, attached hereto as **Exhibit "G"** and for which Center has made payment. Upon compliance with the terms of this Agreement, the City will reimburse funds to Center for the acquisition of the Property after the fee simple title has been conveyed to Center and after receipt and approval by appropriate City personnel of the invoices. Invoices shall be submitted in Zoomgrants no more frequently than once a month in accordance with the Budget specifying the activity performed and expenses incurred. All invoices must be accompanied by adequate billing documentation of payment for eligible expenses which are to be uploaded in Zoomgrants (i.e. costs, receipts, bills from vendors, copies of cancelled checks, lien waivers, affidavits, certifications) and other supporting documentation the City may request. Invoices shall include adequate documentation of expenditures and all other information described in **Exhibit "H"**, attached hereto and incorporated herein by reference.

No interest shall be earned on grant proceeds. All invoices submitted in Zoomgrants must be signed by an authorized signatory of Frontline and certified in accordance with 2 CFR §200.415. If the funds are for acquisition of the Property, the City shall disburse the CDBG proceeds at closing only after receipt of a settlement statement or HUD-1 documentation establishing the value of the Property, documentation and loan closing commitment of funds from other lenders and other various documents the City determines, in its sole discretion, is necessary to verify the costs and value of the Property and compliance with CDBG regulations. Notwithstanding anything to the contrary in this Agreement, the City also reserves the right to request and approve documentation supporting any invoices to verify the

reasonableness and validity of such costs and such Budget may be modified by the City accordingly. Failure by Center to provide invoices in a timely manner, complete and error-free shall reflect on the administrative performance rating of Center for subsequent awards. It is anticipated that the City will provide payment to Center within thirty (30) days from the date of receipt of complete invoices. Invoices that are incomplete or that fail to include the necessary supporting documentation may result in delay and possible denial of payment.

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

13. **Retention.** If this loan is for rehabilitation, Center agrees that the City shall retain ten percent (10%) of the loan amount (the “retention”) which will be reimbursed by the City in compliance with the terms of this Agreement. The retention shall be withheld until Center 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 loan documents executed in connection with this Agreement. If Center does not comply with the terms of this Agreement, the City will not disburse the retainage.

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

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

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

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

SECTION 4: PERSONNEL AND PARTICIPANT CONDITIONS

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

Center shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146. The Age Discrimination Act provides that no person in the United States shall on the basis of age be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. Center shall also not discriminate on the basis of handicap or disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Section 504 provides that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

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

2. **Equal Employment Opportunity.** Center shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit "J"**, and made a part hereof by this reference. Executive Order 11246 prohibits discrimination on the basis of race,

color, religion, sex, or national origin in any phase of employment during the performance of the federally assisted construction contract in excess of \$10,000. Any contracts or subcontracts entered into by Center or its contractors shall also require compliance with these regulations and will, in all solicitations or advertisements for employees state that it is an Equal Opportunity/Affirmative Action employer and attach this clause. Center shall keep records and documentation demonstrating compliance with these regulations.

3. **Land Covenants.** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §570.601 and §570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Center shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease, or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, provided that the City and the United States are beneficiaries of and entitled to enforce such covenants. Center, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. **Handicapped Accessibility Requirements.** Center 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) and its implementing regulations in 28 CFR Parts 35 and 36, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by Center shall include a provision for compliance with these regulations. Center shall keep records demonstrating compliance with these regulations.

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

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

Any contracts entered into by Center shall include a provision for compliance with these regulations. Center shall keep records demonstrating compliance with this provision.

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

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

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

In all cases not governed by 2 CFR §200.317 and §200.318, Center shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the acquisition and disposition of real property and the provision of assistance by Center 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" described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The "persons" covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of subrecipients (Center) that are receiving CDBG funds. Center shall also keep records supporting requests for waivers of conflicts.

Center will disclose in writing any potential conflicts of interest to the City. By executing this Agreement, Center covenants and certifies that none of its employees, officers, or agents described in

these regulations have any interest in this Agreement or the Property being rehabilitated or any other interest which would conflict in any manner with this Agreement or the performance of the this Agreement.

9. **Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity.**

Center 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. Center shall comply with the provisions of the "Section 3 Clause", attached hereto as **Exhibit "L"** and made a part hereof by this reference, and require all subcontracts to contain a copy of the Section 3 clause. Center shall also keep records demonstrating compliance with these regulations, including 24 CFR §570.506(g)(5).

10. **Equal participation of faith-based organizations in HUD programs and activities.**

Center shall comply with the HUD program requirements of 24 CFR §5.109 (Equal Participation of Faith-Based Organizations in HUD Programs and Activities), including the requirements regarding disposition and change in use of real property by a faith- based organization, and 24 CFR §570.200(j). A copy of 24 CFR §5.109 is attached hereto as **Exhibit "M"** and incorporated herein by reference.

11. **Drug Free Workplace.** Center will provide a drug-free workplace. Center 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. Center shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "N"** and made a part hereof by this reference. Center shall ensure that the provisions of the clauses in **Exhibit "N"** are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor. Center will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.

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

13. **Fair Housing Act and Nondiscrimination and Equal Opportunity in Housing under E.O. 11063.** Center shall comply with the Fair Housing Act (42 U.S.C. §§3601-3620) and implementing regulations at 24 CFR Part 100; and Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing) and their implementing regulations in 24 CFR Part 107. Executive Order 11063 prohibits discrimination on the basis of race, color, religion, or national origin or to be denied equal opportunity in housing or related facilities (i.e. housing, rental, leasing, sale or other disposition of residential property). Center shall keep records demonstrating compliance with this provision.

14. **Equal Access/Prohibition of Inquiries on Sexual Orientation or Gender Identity.** A determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

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

16. **Debarment and Suspension.** Center 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. Center 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 Center 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. Center shall keep copies of the debarment and suspension certifications required by 2 CFR part 2424 and a copy of the sheet documenting that the federal debarment list was checked.

17. **Florida Statutes, Orlando City Code, and Permits.** Center agrees to comply with all laws of the State of Florida and the Orlando City Code. In particular, Center shall comply with all applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.

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

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

20. **Registration.** Center agrees to maintain a current registration in the federal System for Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25 and 2 CFR part 170. If Center is not currently registered, it must do so within ten (10) days of the date Center executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration. Center shall also complete and sign the Affidavit attached hereto as **Exhibit**

“O” in conjunction with its execution of this Agreement and provide any supporting documentation, if required.

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

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

SECTION 5: ENVIRONMENTAL

1. **Environmental Review Requirements.** In accordance with 24 CFR §570.604 and 24 CFR Part 58, the activities under this Agreement are subject to environmental review requirements. CDBG regulations require the preparation of an Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. City staff will prepare the ERR. Center 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, Center is required to provide information about its activities in order for the City to comply with its responsibility under 24 CFR Part 58. Center shall submit to the City any changes to the original proposed scope of work or any changes to the cost of the work so that the City may evaluate this new information and conduct any further environmental review. This information must be submitted to the City for approval at least 45 days prior to any commencement of work. Center also agrees to assist the City in addressing environmental issues that may arise during the City’s review process.

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

3. **Flood Disaster Protection.** Center 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, Center agrees to comply with all

relevant and applicable provisions of 24 CFR §570.605 concerning the National Flood Insurance Program. Center agrees that if any portion of the any property improved in connection with this Project is located in a special flood hazard area that flood insurance will be required by the City and must be provided by Center.

5. **Lead-Based Paint.** Lead-based paint is prohibited in the construction or rehabilitation of any properties assisted under this Agreement. Center agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, which requires compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and implementing regulations at 24 CFR Part 35, of which subparts A, B, J, K, and R apply to the CDBG Program. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice shall also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and-or abatement may be conducted. Center shall maintain records documenting compliance with these requirements.

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

SECTION 6: DEFAULTS AND REMEDIES

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

- (a) if Center fails to acquire the Property in fee-simple and fails to construct and use a comprehensive health care facility for the homeless and other low- and moderate-income persons for the required Use Period;
- (b) if Center fails to use the proceeds of this loan in the timeframes set forth herein or fails to use the proceeds in the manner or for the purposes set forth herein;
- (c) if Center fails 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 Center is in default under the terms of other financing or mortgages used for the Property;
- (e) if at any time any material representation made by Center in any certification or communication submitted by Center to the City in an effort to induce the making of this Loan or the administration thereof is determined by the City to be false, misleading or incorrect in any material manner;
- (f) if Center does not disclose to the City, upon demand, the name of all persons with who Center has contracted or intends to contract with for the construction or management of any portion of the Property, including contracts for services and/or labor;
- (g) if any default occurs under this Agreement, the Note, Mortgage, Declaration of Restrictive Covenant or any loan documents executed by Center in connection with this Loan by the City (herein collectively the "Loan Documents") which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the Loan Documents, or if there is no cure period set forth, then within fifteen (15) days following the date of written notice to Center thereof;
- (h) if Center fails to acquire the Property within the timeframe set forth in this Agreement;
- (i) if Center fails to make any payment under any of the Loan Documents as and when due;
- (j) if Center improperly uses any funds provided under this Agreement;
- (k) if Center voluntarily files for bankruptcy, reorganization or any insolvency proceedings, or if a receiver is appointed for the Property, or if the Property becomes subject to the Bankruptcy Court or if there is an attachment, execution, or other judicial seizure of Center's assets; or
- (l) if Center sells or transfers the Property.

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

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

- (a) Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the City;
- (b) Disallow both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award;

- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable regulations or recommend such proceedings be initiated by HUD;
- (e) Withhold further federal awards for the project or program; or
- (f) Take other remedies that may be legally available including, but not limited to litigation, declaratory judgment, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant, termination of the Agreement, or any other available remedies.

3. **Remedies/Suspension and Termination.** Center and the City will comply with the noncompliance and termination provisions in 2 CFR part 200, Subpart D. In addition to the remedies for non-compliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and .339, the City may suspend or terminate this Agreement in whole or in part if Center fails to comply with any terms and conditions of this Agreement or upon the occurrence of any Event of Default or any other breach of this Agreement or for cause. The City can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement, the Grant Documents, under statutory law, equity or under common law. If the City terminates this Agreement, Center shall also forfeit to the City all unexpended monies awarded under the Agreement. Center may also be required to refund all CDBG funds awarded by the City.

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

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

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

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

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

SECTION 7: INDEMNIFICATION AND INSURANCE

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

2. **Environmental Indemnification.** Center shall indemnify and hold the City harmless from any claim arising from, or in any way related to, the environmental condition of the Property, 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 Property. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and shall not be construed to commence only upon realization by the City of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification agreement shall not be construed as an indicia of ownership, management or control of the Property by the City and Center hereby recognizes and acknowledges that the City is not an owner or manager of the Property and does not exert any control thereupon. Notwithstanding anything herein to the contrary or in the other Loan Documents to the contrary, this indemnification provision shall survive the termination of this Agreement.

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

a.) All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Center's performance of the Agreement. Neither the City nor any of its insurers shall be required to contribute to any such loss. The required certificate shall be furnished prior to execution of this Agreement.

b.) At least thirty (30) calendar days prior to the expiration of any of the above referenced insurance policies, Center shall provide the City with evidence of the renewal of said insurance policies in a form satisfactory to the City.

c.) The policies and insurance required by the City include:

1. **Commercial General Liability Insurance.** Commercial general liability insurance to include, but not be limited to bodily injury and property damage coverage. The policy's limit liability amount shall not be less than Five Hundred Thousand Dollars (\$500,000) per person/per occurrence for bodily injury to, or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.

2. Workers' Compensation Coverage. Workers' Compensation insurance for all of its employees in an amount and with coverage to meet all requirements of the laws of the State of Florida.
3. Flood Insurance. Flood insurance as required under applicable HUD regulations.
4. Employee Fraud Insurance. Sufficient insurance to protect from loss due to fraud, theft, and physical damage and shall purchase a bond or insurance covering all employees for theft or fraud.
5. Bonding requirements. Bonding requirements in 2 CFR §200.325.
6. Property /Building Insurance. Building insurance for the replacement value of the Property.

SECTION 8: MISCELLANEOUS PROVISIONS

1. Assignment. Center shall not assign or transfer any interest in this Agreement without the prior written consent of the City.
2. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned by Center or anyone it assists.
3. Independent Contractor. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between the City and Center. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as Center is an independent contractor. Center agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of any positions funded in whole or in part with CDBG funds.
4. Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition, provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained and all other parts shall nevertheless be in full force and effect.
5. Entire Agreement/Modification. This Agreement, together with all of the Exhibits, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether written or verbal, are merged herein. This Agreement may only be modified in writing, signed by both of the parties hereto.

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

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

B. Bakari Burns, President
Health Care Center for the Homeless, Inc.
232 N. Orange Blossom Trail
Orlando, FL 32805

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

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals this _____ day of _____, 2016.

ATTEST:

By: _____
Amy Iennaco, Interim City Clerk

City of Orlando, Florida, a municipal corporation, organized and existing under the laws of the State of Florida

By: _____
Mayor / Mayor Pro Tem

Date: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

THE FOREGOING AGREEMENT was acknowledged before me this _____ day of _____, 2016, by _____ and _____, well known to me to be the Mayor/Mayor Pro Tem 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

Health Care Center for the Homeless, Inc., a Florida non-profit corporation (Corporate Seal)

By: _____
Bakari F. Burns, President

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING AGREEMENT was acknowledged before me this _____ day of _____, 2016, by Bakari F. Burns, as President of Health Care Center for the Homeless, Inc., a Florida non-profit corporation. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC
Print Name:_____

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

_____, 2016.

Chief Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 2, and 3, OLD MELDRUM, as per plat thereof, recorded in Plat Bok 47, Page 95, of the Public Records of Orange County, Florida.

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) 2016**

	<u>1</u> <u>Person</u>	<u>2</u> <u>Person</u>	<u>3</u> <u>Person</u>	<u>4</u> <u>Person</u>	<u>5</u> <u>Person</u>	<u>6</u> <u>Person</u>	<u>7</u> <u>Person</u>	<u>8</u> <u>Person</u>
50 % Limits CDBG CONSIDERS ANY INCOME BELOW 50% TO BE LOW INCOME	20,500	23,400	26,350	29,250	31,600	33,950	36,300	38,650
80% Limits CDBG CONSIDERS ANY INCOME BELOW 80% TO BE MODERATE INCOME	32,800	37,450	42,150	46,800	50,550	54,300	58,050	61,800

EXHIBIT "C"

REQUIRED SUBRECIPIENT INFORMATION

1. Subrecipient name (which must match registered name in DUNS):
Health Care Center for the Homeless, Inc.
2. Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number): 361949295
3. Federal Award Identification Number (FAIN): _____
4. Federal Award Date (see §200.39 Federal award date): 10/ /2016
5. Subaward Period of Performance Start Date and End Date: 10/01/2016 to 9/30/2017
6. Amount of Federal Funds Obligated by this activity: \$ 575,000
7. Total Amount of Federal Funds obligated to subrecipient: \$ 575,000
8. Total Amount of the Federal Award: \$ 575,000
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
The CDBG funds will be used towards the acquisition of the Property general located at 4426 Old Winter Garden Road, Orlando, FL 32811 (lots 2 and 3) to construct a comprehensive health care facility for the homeless and other low- and moderate- income persons.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official: U.S. Department of Housing and Urban Development; City of Orlando Housing and Community Development Department; Housing and Community Development Manager; 400 S. Orange Ave, 7th Floor, Orlando, FL, 32801; 407-246-3326
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at the time of disbursement:
14.218, Community Development Block Grants/Entitlement Grants
12. Identification of whether the award is R&D: N/A
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A costs)): N/A

Exhibit “D”

**City OF ORLANDO
COMMUNITY DEVELOPMENT BLOCK GRANT
PROMISSORY NOTE**

_____, 2016

U.S. \$575,000.00

Orlando, Florida

For value received, the undersigned promises to pay the City of Orlando, a Florida municipal corporation (the “City”), the principal sum of **Five Hundred Seventy-Five Thousand Dollars (\$575,000.00)**. Said principal shall be payable at 400 South Orange Avenue, Orlando, Florida 32801, or at such other place as the holder hereof may designate in writing, in one (1) principal installment of **Five Hundred Seventy-Five Thousand Dollars (\$575,000.00)** due on September 30, 2025; however, if Borrower remains the owner of the Property and is not in default under the terms of this City of Orlando Community Development Block Grant Promissory Note (the “Note”) or under the CDBG Loan Agreement or any of the other Loan Documents, as hereafter defined, then in that event, but only in that event, the debt evidenced by this Note shall be forgiven in its entirety. The terms of the CDBG Loan Agreement are incorporated herein by reference including the definitions set forth in the CDBG Loan Agreement.

Notwithstanding the above, at the option of the holder hereof, this Note shall become immediately due and payable, without notice or demand upon the occurrence of any one of the following events: (a) if Borrower fails to acquire the Property and construct a healthcare facility on the Property and use the Property as a comprehensive health care facility for low-and moderate-income persons for the required 5 year Use period; (b) if Borrower fails to use the proceeds of this loan in the time frames set forth in the CDBG Loan Agreement or fails to use the proceeds in the manner or for the purposes set forth therein; (c) if Borrower fails to comply with any of the terms of the CDBG Loan 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 the CDBG Loan Agreement and such failure continues for a period of thirty [30] days following written notice thereof given by the Lender; (d) if Borrower is in default under the terms of other financing or mortgages used for the Property; (e) if at any time any material representation made by Borrower in any certification or communication submitted by Borrower to the Lender in an effort to induce the making of this Loan or the administration thereof is determined by the Lender to be false, misleading or incorrect in any material manner; (f) if Borrower does not disclose to the Lender, upon demand, the name of all persons with whom Borrower has contracted or intends to contract with for the construction or management of any portion of the Property, including contracts for services and/or labor; (g) if any default occurs under this Note, the CDBG Loan Agreement, the Mortgage, or any of the loan documents executed by the Borrower in connection with this loan by the Lender (herein collectively the “Loan Documents”) which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the Loan Documents, or if there is no cure period set forth, then within fifteen (15) days following the date of written notice to Borrower thereof; (h) if Borrower fails to start or complete the renovation of the Property within the timeframe

set forth in the CDBG Loan Agreement; (i) if Borrower fails to make any payment under any of the Loan Documents as and when due; (j) if Borrower improperly uses any funds provided under the CDBG Loan Agreement; (k) if Borrower voluntarily files for bankruptcy, reorganization or any insolvency proceedings, or if a receiver is appointed for the Property, or if the Property becomes subject to the jurisdiction of the Bankruptcy Court or if there is an attachment, execution or other judicial seizure of Borrower's assets; or (l) if Borrower sells or transfers the Property.

If any default under this Note remains uncured for thirty (30) calendar days or more following the holder sending written notice to Borrower of such default, the outstanding principal balance of this Note shall bear interest during the period in which the undersigned is in default at a rate of ten percent (10%) per annum, or, if such increased rate of interest may not be collected from the undersigned under applicable law, then at the maximum increased rate of interest, if any, which may be collected from the undersigned under applicable law. Unless forgiven, in writing, by the holder hereof, unpaid, accrued default interest shall be added to the then outstanding principal indebtedness.

From time to time, without affecting the obligation of the undersigned or the successors or assigns of the undersigned to pay the outstanding principal balance of this Note and observe the covenants of the undersigned contained herein, without affecting the guaranty of any person, corporation, partnership or other entity for payment of the outstanding principal balance of this Note, without giving notice to or obtaining the consent of the undersigned, the successors or assigns of the undersigned or guarantors, and without liability on the part of the holder hereof, the holder hereof may, at the option of the holder hereof, extend the time for payment of said outstanding principal balance or any part thereof, reduce the payments thereon, release anyone liable on any of said outstanding principal balance, accept a renewal of this Note, modify the terms and time of payment of said outstanding principal balance, join in any extension or subordination agreement, release any security hereof, take or release other or additional security, and agree in writing with the undersigned to modify the rate of interest or period of amortization of this Note or change the amount of the monthly installments payable hereunder.

The maker of this Note hereby waives demand, presentment, notice of dishonor and protest. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them and their successors and assigns.

The debt evidenced by this Note is secured by a Mortgage and Security Agreement of even date herewith, as amended (the "Mortgage"), **covering the properties generally located at 4426 Old Winter Garden Road, Orlando, Florida, 32811** (the "Property") as more fully described in the Mortgage.

The term "Loan Documents" when used herein shall mean, collectively, the following documents: (i) this Note; (ii) the Mortgage; (iii) the Community Development Block Grant/Health Care Center for the Homeless, Inc. ("the CDBG Loan Agreement"); (iv) Declaration of Restrictive Covenant; and (v) all other documents or agreements arising under, related to or made in connection with the loan evidenced by this Note, as such Loan Documents may be amended.

The undersigned represents that the loan evidenced by this Note is being made solely for business, commercial or investment purposes.

The validity of this Note and the other Loan Documents, each of their terms and provisions and the rights and obligations of the undersigned under this Note, and the other Loan Documents shall be governed by, interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Florida. The undersigned agrees that any controversy arising under or in relation to this Note, CDBG Loan Agreement, the Mortgage or any other Loan Documents shall be litigated exclusively in the State of Florida. The state and federal courts and authorities with jurisdiction in the State of Florida shall have exclusive jurisdiction over all controversies which may arise under or in relation to this Note, including without limitation those controversies relating to the execution, interpretation, breach, enforcement or compliance with this Note, the Mortgage or any other issue arising under, related to or in connection with any of the Loan Documents. The undersigned irrevocably consents to service, jurisdiction, and venue of such courts for any litigation arising from this Note, Mortgage or any of the other Loan Documents, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

The provisions of this Note, the Mortgage, CDBG Loan Agreement and all other Loan Documents shall be binding on the successors and assigns, including, but not limited to, any receiver, trustee, representative or other person appointed under foreign or domestic bankruptcy, receivership or similar proceedings of the undersigned and any person having an interest in the undersigned.

By signing below, the undersigned accepts and agrees to the covenants and agreements contained in this Note.

Health Care Center for the Homeless, Inc.(Corporate Seal)

By: _____
Bakari F. Burns, President

Date: _____

EXHIBIT "E"

Prepared by and Return to:
Lisa R. Pearson, Esq.
Chief Assistant City Attorney
City of Orlando
400 South Orange Ave.
Orlando, FL 32801
Phone: (407) 246-2295

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (hereinafter "Mortgage") is made this ____ day of _____, 2016, by the Mortgagor, **Health Care Center for the Homeless, Inc.**, a 501(c)(3) non-profit Florida corporation with a mailing address of 232 N. Orange Blossom Trail, Orlando, FL, 32805 (hereinafter referred to as "Borrower"), in favor of the Mortgagee, **City of Orlando**, a Florida municipal corporation with a principal address of 400 South Orange Avenue, Orlando, FL 32801 (hereinafter "Lender").

WHEREAS, Borrower, and Lender have entered into a CDBG Loan Agreement (the "CDBG Loan Agreement"), a copy of which is on file in the City Clerk's Office of the City of Orlando, and the definitions and terms of which are incorporated herein by this reference as if fully set forth herein, and which provides, among other things, that the Lender will loan to Borrower CDBG funds in exchange for Borrower acquiring fee-simple ownership of the Property, as later defined, and for Borrower's construction of a health care facility and continued use of the Property for the duration of the Use Period as a comprehensive health care facility to low- and moderate- income persons as described in the CDBG Loan Agreement.

WHEREAS, to ensure, among other things, that the renovation of the Property is completed and Borrower continues to use the Property as set forth in the CDBG Loan Agreement and other Loan Documents executed in connection therewith, Borrower has executed a Note in favor of the Lender and is indebted to Lender in the principal sum of **Five Hundred Seventy-Five Thousand Dollars (\$575,000.00)**, which indebtedness is evidenced by Borrower's CDBG Promissory Note dated of even date herewith (hereinafter "Note"), a copy of which is attached hereto as **Exhibit "A"**, due and payable as provided in the Note.

To secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon as provided in the Note, and all renewals, extensions and modifications thereof; (b) the performance of the covenants and agreements of Borrower contained in the Note between Lender and Borrower of even date herewith; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; (d) the performance of the covenants and agreements contained in the CDBG Loan Agreement between the Lender and Borrower; and (e) the performance of the covenants and agreements of Borrower herein contained,

Borrower does hereby mortgage, grant, convey and assign to Lender the following described real property located in Orange County, Florida:

[SEE ATTACHED EXHIBIT “B”]

Together with all buildings, structures, improvements and tenements now or hereafter erected on the Property; all heretofore or hereafter vacated alleys and streets abutting the Property, and all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and therefor; all rents, royalties, mineral, oil and gas rights and profits, water rights and water stock appurtenant to the Property; all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in or on, or used or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; all elevators and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants; all leasehold estates and all leases or subleases of the Property, or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Borrower thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all rents, profits, issues and revenue of the Property and the buildings on the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; all machinery, apparatus, equipment, fittings, fixtures and tangible personal property of every kind and nature whatsoever now or hereafter located on the Property or in any buildings or improvements upon the Property, or any part thereof, and used or usable in connection with the construction of or any occupancy of any buildings on the Property or the operation of the Property and all additions thereto; and all proceeds, products, substitutions, additions, renewals, accessions and replacements of any of the foregoing items. All of the foregoing real and personal property herein referred to as the “Property”).

TO HAVE AND TO HOLD the said Property unto the Lender, in fee simple. To protect the security of this Mortgage, Borrower further covenants, warrants and agrees with Lender as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note and all other sums secured by this Mortgage and shall otherwise comply with all the terms in the Note and this Mortgage.
2. **Community Development Block Grant Loan Agreement.** The indebtedness that is secured by this Mortgage and is the subject of the Note shall be advanced pursuant to the covenants and conditions of the Community Development Block Grant Loan Agreement (herein the “CDBG Loan Agreement”) between Borrower and Lender, all of which terms are incorporated herein by reference and made a part of this Mortgage with the same force and effect as if fully set forth in this Mortgage.

3. **Charges; Liens.** Borrower shall pay all water and sewer rates, rents, taxes, ad valorem taxes, assessments, premiums, insurance and other impositions attributable to the Property by Borrower making payment when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Upon request, Borrower shall promptly furnish to Lender all receipts evidencing such payments. Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property.

4. **Leases, Subleases and Easements.** Borrower, at Borrower's sole cost and expense, shall maintain and cause to be performed, all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under any lease, sublease or easements, which may constitute a portion of or an interest in the Property; shall require its tenants or subtenants to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any and all leases, subleases, or easements; and shall not suffer or permit any breach or default to occur with respect to the foregoing; and in default thereof, Lender shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions and provisions of any lease, sublease or easements. Borrower shall not, without the consent of Lender, consent to any modification or amendment of any lease, sublease or easement or to the, cancellation, termination or surrender of any lease, sublease or easement. Borrower shall not enter into any lease, sublease, or easement, or make any modification or amendment that would violate any terms of the CDBG Loan Agreement or violate any of the CDBG regulations governing this Property.

5. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender shall require and in such amounts and for such periods as Lender shall require. Borrower shall also maintain commercial general liability insurance with Lender named as an additional insured in such amounts and for such periods as Lender may require. Borrower shall also maintain worker's compensation insurance, subject to the statutory limits of the State of Florida, and employer's liability insurance with a limit of no less than \$500,000.00 per accident, per employee. All premiums on the foregoing insurance policies shall be paid by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may designate in writing. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least thirty days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

In the event of loss, Borrower shall give immediate written notice to the insurance carrier and Lender. Borrower hereby authorizes and empowers Lender as attorney in fact for such Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the

Property, or (b) to apply the balance of such proceeds to the payment of the sums secured by this Mortgage, whether or not then due.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall not extend or postpone the due dates of any future installments. If the Property is sold or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. **Preservation and Maintenance of the Property.** Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, and cure any violations within the time permitted by the applicable governing body, (f) shall use and operate, and shall require its lessees or licensees to use or operate, the Property in compliance with all applicable laws, ordinances, regulations, covenants, conditions and restrictions and with all applicable requirements of any lease or sublease now or hereafter affecting the Property, (g) shall operate and maintain the Property in a manner to ensure compliance with applicable U.S. Department of Housing and Urban Development (HUD) and Community Development Block Grant regulations, and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

7. **Use of Property.** Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

8. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof. Any amounts disbursed by Lender pursuant to this paragraph shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the Event of Default rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

9. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property.

10. **Books and Records.** Borrower shall keep and maintain at all times at Borrower's address stated above, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property, compliance with all applicable Community Development Block Grant and federal regulations, compliance with the CDBG Loan Agreement and copies of all written contracts, leases and other mortgages or other interests which affect the Property. Such books, records, contracts leases, other documentation and mortgages shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender, within one hundred and twenty (120) days after the end of each fiscal year of Borrower, a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Borrower and, if Lender shall require, by an independent certified public accountant.

11. **Condemnation.** Borrower shall promptly give written notification to Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney in fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award or payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, to

restoration or repair of the Property or to payment of the sums secured by this Mortgage, whether or not then due, with the balance, if any, to Borrower.

12. **Uniform Commercial Code Security Agreement.** This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Mortgage, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Mortgage as to such items.

In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in this Mortgage.

13. **Events of Default.** The following shall constitute an Event of Default under this Mortgage:

- (a) if Borrower fails to acquire the Property, construct the comprehensive healthcare facility, and continue to use the Property as described in the CDBG Loan Agreement and Declaration of Restrictive Covenant and as required by HUD regulations.
- (b) if Borrower fails to use the proceeds of this loan in the time frames set forth in the CDBG Loan Agreement or fails to use the proceeds in the manner or for the purposes set forth therein;
- (c) if Borrower fails to comply with any of the terms of this Mortgage or with any of the regulations governing CDBG awards, including, but not limited to, 24 CFR Part 570, or fails to comply with any of the terms contained in the CDBG Loan Agreement and such failure continues for a period of thirty [30] days following written notice thereof given by the Lender;
- (d) if Borrower is in default under the terms of other financing or mortgages used for the Property;

- (e) if at any time any material representation made by Borrower in any certification or communication submitted by Borrower to the Lender in an effort to induce the making of this Loan or the administration thereof is determined by the Lender to be false, misleading or incorrect in any material manner;
- (f) if Borrower does not disclose to the Lender, upon demand, the name of all persons with whom Borrower has contracted or intends to contract with for the construction or management of any portion of the Property, including contracts for services and/or labor;
- (g) if any default occurs under the Note, the CDBG Loan Agreement, this Mortgage, the Declaration of Restrictive Covenant or any of the loan documents executed by the Borrower in connection with this loan by the Lender (herein collectively the "Loan Documents") which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the Loan Documents, or if there is no cure period set forth, then within fifteen (15) days following the date of written notice to Borrower thereof;
- (h) if Borrower fails to acquire the Property or start or complete construction of comprehensive health care facility within the timeframe set forth in the CDBG Loan Agreement;
- (i) if Borrower fails to make any payment under any of the Loan Documents as and when due;
- (j) if Borrower improperly uses any funds provided under the CDBG Loan Agreement;
- (k) if Borrower voluntarily files for bankruptcy, reorganization or any insolvency proceedings, or if a receiver is appointed for the Property, or if the Property becomes subject to the jurisdiction of the Bankruptcy Court or if there is an attachment, execution or other judicial seizure of Borrower's assets; or
- (l) if Borrower sells or transfers the Property.

Notwithstanding any of the foregoing provisions to the contrary, if Borrower has failed to cure any Event of Default within five (5) days prior to the expiration of any applicable cure period, the Lender may, at its sole option, cure such Event of Default, provided, however, that the Lender shall be under no duty or obligation to do so.

14. **Remedies.** Upon the occurrence of any Event of Default, or any other breach of this Mortgage, Lender may declare Borrower in default and the remedies available to Lender shall include, but not necessarily be limited to, any one or more of the following: (i) Lender may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding; (ii) Lender may take immediate possession of the Property or any part thereof by way of a court-appointed receiver as discussed in this Mortgage and manage, control or lease the same to such person and at such rental as it may deem proper and collect all rents, issues and profits therefrom; and (iii) Lender shall be free to terminate the CDBG

Loan Agreement, withhold all funding, demand repayment for any amounts disbursed, and/or exercise all rights and remedies available to it under the terms of the CDBG Loan Agreement, the Loan Documents, under statutory law, federal or under common law. The City may also exercise any one or more of the actions contained in 2 CFR part 200.

15. **Remedies Cumulative.** Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever.

16. **Borrower and Lien Not Released.** From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower or any junior lien holder, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Mortgage, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, release from the lien of this Mortgage any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, or join in any extension or subordination agreement. Any actions taken pursuant to this paragraph shall not affect the obligation of Borrower to pay the sums secured by this Mortgage and to observe the covenants of Borrower contained herein and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

17. **No Waiver.** Failure of the Lender to declare an Event of Default shall not constitute a waiver of any rights by the Lender. Furthermore, the waiver of any Event of Default by the Lender shall in no event be construed as a waiver of rights with respect to any other Event of Default, past or present.

18. **Appointment of Receiver; Lender in Possession.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage which is not cured within any applicable cure period, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for managing the Property.

19. **Transfers of the Property or Beneficial Interests in Borrower; Assumption.** On sale or transfer of all or any part of the Property, or any interest therein, Lender may, at Lender's option, declare all of the sums secured by this Mortgage and Note to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage or by state or federal law.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, each notice, demand, consent or other approval (collectively, “notices” and singly, “notice”) given under the Note, this Mortgage and any other Loan Document, shall be in writing to the other party, and if to Borrower, at its address set forth at the beginning of the Mortgage, and if to Lender, at its address set forth at the beginning of the Mortgage, or at such other address as such party may designate by notice to the other party and shall be deemed given (a) three (3) Business Days after mailing, by certified U.S. mail, return receipt requested, postage prepaid; (b) one (1) Business Day after delivery, fee prepaid, to a national overnight delivery service; or (c) when delivered, if personally delivered with proof of delivery thereof.

Borrower and Lender each agrees that it will not refuse or reject delivery of any notice given hereunder, that it will acknowledge, in writing, the receipt of the same upon delivery by the other party and that any notice rejected or refused by it shall be deemed for all purposes of this Mortgage to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service. As used in the Mortgage, the term “Business Day” means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

21. **Successors and Assigns Bound; Joint and Several Liability; Agents; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

22. **Governing Law and Severability.** This Mortgage shall be governed by the law of the State of Florida. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end, the provisions of this Mortgage and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Mortgage or in the Note, whether considered separately or together with other charges levied in connection with this Mortgage and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation.

23. **Waiver of Statute of Limitations.** Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other obligation secured by this Mortgage.

24. **Attorney’s Fees.** If this Mortgage is placed in the hands of an attorney for the collection of any sum payable hereunder or the enforcement of any provisions contained herein, Borrower agrees to pay all costs of collection, including attorneys’ fees, including those in all appellate and bankruptcy proceedings incurred by Lender, either with or without the institution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage.

25. **Environmental Hazards.** Borrower covenants and agrees that Borrower shall not: (a) cause or permit the presence, use, generation, manufacture, production, processing, installation, release, discharge, storage (including aboveground and underground storage tanks for petroleum or petroleum products), treatment, handling or disposal of any Hazardous Materials (as defined below) (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of comparable commercial properties or for normal business purposes) on or under the Property, or in any way affecting the Property or its value, or which may form the basis for any present or future demand, claim or liability relating to contamination, exposure, cleanup or other remediation of the Property; or (b) cause or permit the transportation to, from or across the Property of any Hazardous Material (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of comparable commercial properties or for normal business purposes); or (c) cause or exacerbate any occurrence or condition on the Property that is or may be in violation of Hazardous Materials Law (as defined below). The matters described in (a), (b) and (c) above are referred to collectively below as “Prohibited Activities or Conditions”.

Borrower represents and warrants that it has not at any time caused or permitted any Prohibited Activities or Conditions and to the best of its knowledge, no Prohibited Activities or Conditions exist or have existed on or under the Property. Borrower shall take all appropriate steps (including but not limited to appropriate lease provisions) to prevent its employees, agents and contractors, and all tenants and other occupants on the Property, from causing, permitting or exacerbating any Prohibited Activities or Conditions.

If Borrower has disclosed that Prohibited Activities or Conditions exist on the Property, Borrower shall comply in a timely manner with, and cause all employees, agents and contractors of Borrower and any other persons present on the Property to so comply with (1) any program of operation and maintenance (“O&M Program”) relating to the Property that is acceptable to Lender with respect to one or more Hazardous Materials (which O&M Program may be set forth in an agreement of Borrower (an “O&M Agreement”)) and all other obligations set forth in any O&M Agreement, and (2) all Hazardous Materials Laws. Any O&M Program shall be performed by qualified personnel. All costs and expenses of the O&M Program shall be paid by Borrower, including without limitation Lender’s fees and costs incurred in connection with the monitoring and review of the O&M Program and Borrower’s performance thereunder. If Borrower fails to timely commence or diligently continue and complete the O&M Program and comply with any O&M Agreement, then Lender may, at Lender’s option, declare all of the sums secured by the Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage.

Borrower represents that Borrower has not received, and has no knowledge of the issuance of, any claim, citation or notice of any pending or threatened suits, proceedings, orders or governmental inquiries or opinions involving the Property that allege the violation of any Hazardous Materials Law (“Government Actions”).

Borrower shall promptly notify Lender in writing of: (i) the occurrence of any Prohibited Activity or Condition on the Property; (ii) Borrower’s actual knowledge of the presence on or under any adjoining property of any Hazardous Materials which can reasonably be expected to have a material adverse impact on the Property or the value of the Property, discovery of any occurrence or condition

on the Property or any adjoining real property that could cause any restriction on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law; Borrower shall cooperate with any governmental inquiry and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activities or Conditions; (iii) any Governmental Action; and (iv) any claim made or threatened by any third party against Borrower, Lender or the Property relating to loss or injury resulting from any Hazardous Materials. Any such notice by Borrower shall not relieve Borrower of or result in a waiver of any obligation of Borrower.

Borrower shall pay promptly the costs of any environmental audits, studies or investigations (including but not limited to advice of legal counsel) and the removal of any Hazardous Materials from the Property required by Lender as a condition of its consent to any sale or transfer of all or any part of the Property or any transfer occurring upon a foreclosure or a deed in lieu of foreclosure or any interest therein, or required by Lender following a reasonable determination by Lender that there may be Prohibited Activities or Conditions on or under the Property. Borrower authorizes Lender and its employees, agents and contractors to enter onto the Property for the purpose of conducting such environmental studies, audits and investigations. Any such costs and expenses incurred by Lender (including but not limited to fees and expenses of attorneys and consultants, whether incurred in connection with any judicial or administrative process or otherwise) which Borrower fails to pay promptly shall become immediately due and payable and shall become additional indebtedness secured by the Mortgage.

Borrower shall hold harmless, defend and indemnify Lender and its officers, directors, trustees, employees and agents from and against all proceedings (including but not limited to Government Action), claims, damages, penalties, costs and expenses (including without limitation fees and expenses of attorneys and expert witnesses, investigatory fees and cleanup and remediation expenses, whether or not incurred within the context of the judicial process), arising directly or indirectly from (i) any breach of any representation, warranty or obligation of Borrower contained in this paragraph, or (ii) the presence or alleged presence of Hazardous Materials on or under the Property.

The term "Hazardous Materials" for purposes of this paragraph includes petroleum and petroleum products, flammable explosives, radioactive materials (excluding radioactive material in smoke detectors), polychlorinated biphenyls, lead, asbestos in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a chemical, element, compound, solution, mixture or otherwise including, but not limited to, those materials defined as "hazardous substances," "extremely hazardous substances," "air pollutants," "toxic pollutants," "hazardous wastes," "extremely hazardous waste," or "restricted hazardous waste" by Hazardous Materials Law or regulated by Hazardous Materials Law in any manner whatsoever.

The term "Hazardous Materials Law" for the purposes of this paragraph means all federal, state and local laws, ordinances and regulations and standards, rules, policies and other binding governmental requirements and any court judgments applicable to Borrower or to the Property relating to industrial hygiene or to environmental or unsafe conditions or to human health including, but not limited to, those relating to the generation, manufacture, storage, handling, transportation, disposal, release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property, and those relating to the atmosphere, soil, surface and ground water, wetlands, stream

sediments and vegetation on, under, in or about the Property.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall be in addition to any and all other obligations and liabilities that Borrower may have to Lender under applicable law.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall continue and survive notwithstanding the satisfaction, discharge, release, assignment, termination, subordination or cancellation of the Mortgage or the payment in full of the principal of and interest on the Note and all other sums payable under the Loan Documents or the foreclosure of the Mortgage or the tender or delivery of a deed in lieu of foreclosure or the release of any portion of the Property from the lien of the Mortgage, except with respect to any Prohibited Activities or Conditions or violation of any of the Hazardous Materials Laws which first commences and occurs after the satisfaction, discharge, release, assignment, termination or cancellation of the Mortgage following the payment in full of the principal of and interest on the Note and all other sums payable under the Loan documents or which first commences or occurs after the actual dispossession from the entire Property of the Borrower and all entities which control, are controlled by, or are under common control with the Borrower (each of the foregoing persons or entities is hereinafter referred to as a "Responsible Party") following foreclosure of the Mortgage or acquisition of the Property by a deed in lieu of foreclosure. Nothing in the foregoing sentence shall relieve the Borrower from any liability with respect to any Prohibited Activities or Conditions or violation of Hazardous Materials Laws where such Prohibited Activities or Conditions or violation of Hazardous Material Laws commences or occurs, or is present as a result of, any act or omission by any Responsible Party or by any person or entity acting on behalf of a Responsible Party.

26. **Cross Default.** A default under any other agreement, loan or mortgage, whether with this Lender or not, is deemed a default under this Mortgage and CDBG Loan Agreement and all other Loan Documents.

27. **Waiver of Jury Trial.** Borrower (i) covenants and agrees not to elect a trial by jury with respect to any issue arising under any of the Loan Documents triable by a jury and (ii) waives any right to trial by jury to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily with the benefit of competent legal counsel by the Borrower and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue. Further, Borrower hereby certifies that no representative or agent of the Lender (including but not limited to Lender's counsel) has represented, expressly or otherwise, to Borrower that Lender will not seek to enforce the provisions of this paragraph.

IN WITNESS WHEREOF, the Borrower has caused this Mortgage to be duly executed as of the date first set forth above.

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

Health Care Center for the Homeless, Inc., a
Florida non-profit corporation (CORPORATE SEAL)

Print Name: _____

By: _____
Bakari F. Burns, President

Print Name: _____

Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, Bakari F. Burns, as President of Health Care Center for the Homeless, Inc., a Florida non-profit corporation. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 2016.

Notary Public
Print Name: _____

**THIS DOCUMENT IS EXEMPT FROM THE PAYMENT OF INTANGIBLE PERSONAL
PROPERTY TAX PURSUANT TO SECTION 199.183(1), FLORIDA STATUTES.**

EXHIBIT “B”

LEGAL DESCRIPTION

Lots 1, 2, and 3, OLD MELDRUM, as per plat thereof, recorded in Plat Bok 47, Page 95, of the Public Records of Orange County, Florida.

EXHIBIT “F”

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 _____, 2016, by **Health Care Center for the Homeless, Inc.**, a Florida non-profit corporation, with a mailing address of 232 N. Orange Blossom Trail, Orlando, FL, 32805 (hereinafter “Center”) 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, Center is the current owner of the Property generally located at 4426 Old Winter Garden Road, Orlando, FL, 32811 and more particularly described as follows:

LEGAL DESCRIPTION

Lots 1, 2, and 3, OLD MELDRUM, as per plat thereof, recorded in Plat Bok 47, Page 95, of the Public Records of Orange County, Florida.

(hereinafter the “Property”);

WHEREAS, Center, a Florida non-profit corporation, applied to the City for CDBG funds for the acquisition of the Property which use is consistent with the purposes in 24 CFR Part 570;

WHEREAS, Center and the City entered into a CDBG Loan 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 loan to Center to acquire the Property and to insure that the funds would be used for the acquisition in compliance with 24 CFR Part 570; and

WHEREAS, as a condition to the use of these CDBG funds, Center must acquire the Property and construct a comprehensive health care facility for low- and moderate- income persons and provide comprehensive health care services such as primary and preventative medical, dental, behavioral health, and pharmacy services for the homeless and other low- and moderate- income persons for a period of not less than **five (5) years**; and

WHEREAS, Center and the City wish to ensure that the Property continues to be used as a facility to provide health care services to the homeless and other low- and moderate-income persons for a period of not less than **five (5) years**, regardless of any subsequent changes in ownership of the Property.

NOW, THEREFORE, Center 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 used to provide a comprehensive health care facility for low- and moderate- income persons so that Center can provide comprehensive health care services such as primary and preventative medical, dental, behavioral health, and pharmacy services for the homeless and other low- and moderate- income persons. The CDBG Loan Agreement executed by and between the City and Center dated _____, 2016, 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 Loan Agreement.

If Center sells, transfers, encumbers, or conveys the Property or fails to use the Property as set forth herein and as required by the City, then Center 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 for five years which time period will begin after the comprehensive health care facility is built and being used to provide comprehensive health care service for low- and moderate-income persons. This covenant 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, Health Care Center for the Homeless, Inc. has executed this Declaration of Restrictive Covenant, the day and year first above written.

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

Health Care Center for the Homeless, Inc. a
Florida non-profit corporation (CORPORATE SEAL)

Print Name: _____

By: _____
Bakari F. Burns, President

Print Name: _____

Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, Bakari F. Burns, as President, of Health Care Center for the Homeless, Inc., a Florida non-profit corporation. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 2016.

Notary: _____

EXHIBIT “G”

Health Care Center for the Homeless, Inc.

Budget for FY 2016

Category	City CDBG FUNDS
Property Acquisition	\$575,000.00
Total Award	\$575,000.00

EXHIBIT “H”

CDBG PROGRAM REQUIREMENTS

Center , in addition to the terms set forth in the Agreement, shall acquire the Property for use by low- and moderate-income persons funded through the City’s Community Development Block Grant Program according to the following guidelines:

1.Center 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 2 CFR part 200.

2. Center’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 the City’s Housing and Community Development Department. Cash receipts and expenditures from other sources must be accounted for separately from CDBG funds; therefore, if Center maintains a common account for both CDBG and other funds, the accounting system must provide for the clear and easy identification of CDBG funds.

3. Accounting and related records of Center 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. Personnel Activity Reports – Personnel Activity Reports shall be maintained for all personnel paid with CDBG funds that are involved in operating a CDBG funded program. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. For any position that is fully or partially paid for by CDBG funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one hundred percent (100%) of its total available work time for the pay period or its total annual salaries.
- e. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All personnel activity reports must be signed by the employee and the employee’s supervisor. Such records shall disclose each employee’s name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of

FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the City's Housing and Community Development Department. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.

- f. Checking Accounts – A monthly bank reconciliation shall be conducted by Center . 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 2 CFR part 200. Center must provide documentation indicating how all vendors, contractors, minority and/or women owned businesses are given an opportunity to participate in compliance with 2 CFR §200.321.
- h. Inventories – Center, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.
- i. Property Records – Center is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year. Reports must be submitted annually on the status of the Property in the format requested by the City.

4. Center 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 the City's Housing and Community Development Department staff, the Inspector General, U.S. Department of Housing and Urban Development officials and others who may be authorized to examine such records. Center is required to submit a statement in writing, 30 days after the execution of this contract, indicating measures taken or planned to be taken (including dates) with regard to adequate protection of records from fire. Failure to do so may constitute a default of this agreement resulting in suspension of reimbursement until said documentation is submitted.

EXHIBIT “I”
Reporting Schedule

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

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

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

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

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

Method of Payment:

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

1. The City’s Housing and Community Development Department shall authorize the reimbursement of Center for actual expenditures outlined in the Budget as expressed in **Exhibit “G”** of this Agreement, except that the Housing and Community

Development Director, or his designee, may approve a variance with regard to variable costs as long as it does not exceed the total CDBG award.

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

Community Development Block Grant Public Facility Report

Activity Name: _____

IDIS Activity

ID: _____

Report Period: _____

Percentage of Sub-Recipient 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%
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Accomplishment Narrative (max 2-3 sentences)

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

Direct Benefit Data by Households

Race/Ethnicity

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

Income Levels

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

Of the Total Persons, Number of:

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

Community Development Block Grant Public Facility Report

Program Income

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

☐ We did not have any Program Income for this report period

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

Participants

All participants are required to be City of Orlando residents.

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

* Select from Dropdown Options

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

Signature: _____ Date: _____

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

EXHIBIT "J"

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

A. Equal Opportunity Clause:

Center 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 "K"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, and cooperative agreements) and that Subrecipient shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Health Care Center for the Homeless, Inc.
(CORPORATE SEAL)

By: _____
Bakari F. Burns, President

Date: _____

EXHIBIT “L”

SECTION 3 ECONOMIC OPPORTUNITY

SECTION 3 CLAUSE

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (“HUD”) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u. The purpose of section 3 is to ensure that to the greatest extent feasible, opportunities for training and employment be given to low income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued 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 “M”

ELECTRONIC CODE OF FEDERAL REGULATIONS

Title 24 → Subtitle A → Part 5 → Subpart A → §5.109

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

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

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

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

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

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

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

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

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

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

(1) A faith-based organization that applies for, or participates in, a HUD program or activity supported with Federal

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

(2) A faith-based organization that receives direct Federal financial assistance may use space (including a sanctuary, chapel, prayer hall, or other space) in its facilities (including a temple, synagogue, church, mosque, or other place of worship) to carry out activities under a HUD program without removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization participating in a HUD program or activity retains its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

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

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

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

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

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

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

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

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

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

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

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

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

requests a secular provider, and a secular provider is available, then a referral must be made to that provider.

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

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

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

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

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

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

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

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

EXHIBIT “N”

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

CERTIFICATION

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

provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

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

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Name of Subrecipient: Health Care Center for the Homeless, Inc.

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):

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

Health Care Center for the Homeless, Inc.
(Corporate Seal)

By: _____
Bakari F. Burns, President

Date: _____

EXHIBIT “O”
AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

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

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

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

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

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

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

I read and understand the information provided above.

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

(please check one of the following)

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

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

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

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

Signature of President/Executive Director/Board Chair

Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF ORANGE

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

Notary Public
My Commission Expires: