

**ANTITERRORISM AND EMERGENCY ASSISTANCE PROGRAM  
SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF ORLANDO, FLORIDA  
AND HEART OF FLORIDA UNITED WAY, INC.**

**THIS SUBRECIPIENT 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 **Heart of Florida United Way, Inc.**, a Florida non-profit corporation, with a principal address of 1940 Traylor Boulevard, Orlando, Florida 32804 (hereinafter referred to as “**HFUW**” or “**Subrecipient**”).

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

**WHEREAS**, the Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and/or Assistance (“**AEAP**”) is administered by the United States Department of Justice (“**DOJ**”); and

**WHEREAS**, the State of Florida is in the process of applying for financial assistance under the AEAP Program on behalf of itself and local entities, including the City, which were and continue to be impacted by the mass shooting event in Orlando on June 12, 2016 (“**Event**”); and

**WHEREAS**, as part of the City’s response to the Event, the City in coordination with other local agencies and community partners established the Orlando United Assistance Center (“**OUAC**”) to serve as the main navigation point for those impacted by the Event; and

**WHEREAS**, HFUW is a private not for profit corporation that, as an existing established community resource dedicated to building healthy, safe, caring and strong communities, is uniquely positioned to administer and be manager of the OUAC; and

**WHEREAS**, City and HFUW desire to enter into this Agreement whereby the City will subaward funds to HFUW under the AEAP Program to enable the HFUW to continue to operate the OUAC and provide assistance to those impacted by the Event as more fully set forth herein;

**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 HFUW agree as follows:

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

- 1.1     Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
- 1.2     Statement of Work/Program and Project Description.** HFUW will use the Funds (as that term is defined below) to operate and manage the OUAC and perform the activities set forth on **Exhibit “A”** attached hereto and incorporated herein by this reference (“**OUAC Program**”).

**1.3 Term.** The term of this Agreement (“Term”) shall commence on January 1, 2017, and end on December 31, 2017. All OUAC Program activities and expenditures shall be performed and made during the Term of this Agreement. Notwithstanding anything herein to the contrary, HFUW’s obligations hereunder shall not end until all close-out requirements are completed, including, but not limited to, such things as making final payments, final reporting, disposing of program assets (if any), and retention of records. Also, notwithstanding the foregoing, the Term of this Agreement and the provisions herein shall be extended to cover any additional time period during which HFUW remains in control of Funds or other OUAC Program assets, including program income or for any State or federal audits requiring repayment of any Funds unlawfully spent under this Agreement.

**1.4 Funding/Sub-Recipient Allocation.**

- (a) Allocation. Under the terms and conditions of this Agreement, the City has allocated a subaward to HFUW in the amount of \$968,132 Dollars (“Funds”) to operate the OUAC Program as set forth in this Agreement during the Term. Pursuant to 2 CFR §200.331, the required Subaward information is attached as **Exhibit “B”** attached hereto and incorporated herein by this reference. HFUW shall be solely responsible for any costs or expenses incurred above the amount of Funds. HFUW acknowledges and agrees that any funds not used in accordance with permitted AEAP rules and regulations must be repaid to the City.
- (b) Allowable Costs. 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 (“Budget”) attached hereto and incorporated herein as **Exhibit “C,”** and for which HFUW has made payment. HFUW’s accounting records must adequately identify the receipt and expenditure of all Funds for each budget line item meeting the accounting requirements of 2 CFR 200 and **Exhibit “D”** attached hereto and incorporated herein by this reference. Upon mutual written agreement, the parties may make changes in line items, or approve other budgetary changes within the total award amount. Any such supplementary Budget information or Budget changes must be approved in writing by the City’s Senior Advisor for Homelessness and Social Services and the HFUW’s Senior Vice President Larry Olness, or their respective designees.
- (c) Invoices. Upon compliance with the terms of this Agreement, the City will reimburse funds to HFUW only after completion of the work or time being invoiced and after receipt and approval by appropriate City personnel of the invoices. Invoices shall be submitted no more frequently than once a month and shall be in accordance with the Budget specifying the time expended, services performed and/or expenses incurred. All invoices must be accompanied by adequate backup documentation of payment for eligible expenses as directed by the City. The City reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs. The City will provide payment to HFUW within thirty (30) days from the date of receipt of complete invoices and all requested supporting documentation. Invoices that are incomplete or that fail to include the necessary supporting documentation may result in delay and or possible denial of payment. No interest shall be earned on grant proceeds or late payment. All invoices submitted must be signed by an authorized signatory of HFUW and certified in accordance with 2 CFR §200.415.

## SECTION 2: ADMINISTRATIVE REQUIREMENTS

- 2.1 AEAP & Other Requirements.** The parties acknowledge and agree that the City, through the State of Florida, is applying for AEAP funding for the activities covered by this Agreement. Accordingly, all Funds shall be utilized for eligible activities under the laws, rules and regulations governing the use of AEAP funds. HFUW shall also comply with all additional requirements, if any, applicable to the City and its subrecipients under the City's agreement with the State of Florida for AEAP funding, including but not limited to any applicable requirements of the DOJ under 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b). A copy of such agreement shall be provided to HFUW by the City upon its receipt by the City. Notwithstanding anything to the contrary, in the event of any conflict between the terms of such agreement and this Agreement (or any Exhibits or other attachments to this Agreement), the terms of such AEAP funding agreement between the City and the State of Florida shall control.

HFUW shall also comply with all other laws and regulations and regulatory guidance governing the use of federal funds, including but not limited to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR part 200 as adopted by the Department of Justice in 2 CFR Part 2800. HFUW 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. In addition, HFUW shall comply with the requirements set forth on **Exhibit "E"** entitled "Federal Terms and Conditions," attached hereto and incorporated herein.

- 2.2. Equipment and Supplies.** HFUW hereby certifies that all equipment and supplies purchased with Funds shall be used solely for the purposes of this Agreement. HFUW shall maintain internal controls on equipment based on acceptable accounting principles identified in the US DOJ, OJP Financial Guide, effective edition "Equipment Acquired with Juvenile Justice Act (OJJDP) Formula and Victims of Crime Act (OVC) Assistance (Formula) Funds."
- 2.3 Monitoring and Inspections.** HFUW shall monitor the progress of the activities covered by this Agreement and shall submit appropriate reports to the City as set forth in Exhibit "A" or otherwise required by the City. The City shall monitor HFUW's performance and financial and programmatic compliance. HFUW shall allow on-site monitoring of the OUAC and its operations on as frequent a basis as the City deems necessary and at any other time that may be required by the City, State of Florida, applicable Federal agencies to determine compliance with this Agreement. HFUW will cooperate with all monitoring efforts, including but not limited to by providing timely responses to City's request for information and documentation.
- 2.4 Audits and Financial Statements.**

(a) HFUW shall comply with 2 CFR part 200 Subpart F – Audits. In accordance with 2 CFR §200.510, HFUW shall prepare financial statements and a schedule of expenditures of federal awards. HFUW shall provide the City with its annual financial statement within ninety

(90) days of the end of HFUW's 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, HFUW 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. HFUW shall submit its annual audit to the City and within one hundred twenty (120) days of the end of HFUW's fiscal year. HFUW 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, HFUW 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 the City has notified HFUW of such non-compliance. Any reimbursement by HFUW 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 HFUW 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.

(c) HFUW 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 State of Florida or Federal request.

**2.5. Closeout.** HFUW agrees to follow all of the closeout procedures required in 2 CFR §200.343.

**2.6 Registration.** HFUW 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 HFUW is not currently registered, it must do so within ten (10) days of the date HFUW executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration.

**2.7 Mandatory disclosures – Violations of Federal criminal law.** HFUW 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. By executing this Agreement, HFUW warrants and certifies that no such violations of federal criminal law exist that could potentially affect this award.

**2.8 Debarment; Ineligibility.** As set forth more fully in the federal terms set forth on **Exhibit "E"**, this Agreement may not be awarded to a party listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM). HFUW shall execute and submit to the City prior to performing any activities hereunder a debarment certification in the form and content set forth on **Exhibit "F"**.

**2.9. Lobbying (Byrd Anti-Lobbying Amendment – 31 U.S.C. 1352).** As set forth more fully in the federal terms contained in **Exhibit “E”**, HFUW shall comply with the requirements of Appendix II to 2 CFR Part 200 regarding lobbying activities related to federal grants and contracts. HFUW shall execute and submit to the City prior to performing any activities hereunder a lobbying certification in the form and content set forth on **Exhibit “G”**.

**2.10 Insurance.** HFUW shall maintain in force at all times during the performance of this Agreement all required policies of insurance hereinafter described and as required by 2 CFR part 200, concerning its operations. Certificates with valid and authorized endorsements, evidencing the existence and maintenance 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 general liability insurance. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

- 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 HFUW’s performance of the Agreement. Neither the City nor any of its insurers shall be required to contribute to any such loss. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- b.) At least thirty (30) calendar days prior to the expiration of any of the above referenced insurance policies, HFUW 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 to be maintained by HFUW throughout the Term of this Agreement 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 One Million Dollars (\$1,000,000) 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.

**2.11 Independent Parties.** The parties hereto are and shall be at all times independent entities to one another, and nothing herein shall be deemed to create an agency, partnership, employment or joint venture between the parties. The operation of the OUAC is not a traditional City activity and HFUW undertakes to perform no governmental function under this Agreement. HFUW shall operate the OUAC in accordance with this Agreement as it deems appropriate in HFUW’s discretion and not as an agent of the City. HFUW’s personnel shall be solely the employees or agents or contractors of HFUW

and not employees or agents or contractors of the City, and HFUW shall have and retain at all times the sole right to control their performance. All records created or received by HFUW in its operation of the OUAC during the Term shall be and remain the records of the HFUW.

### **SECTION 3: DEFAULTS AND REMEDIES**

**3.1 Mutual Agreement of the Parties.** In accordance with 2 CFR §200.339, the parties may terminate the Agreement upon mutual written agreement.

**3.2 Termination for Cause.** In the event of breach of the Agreement by HFUW, the City may terminate the Agreement for cause upon written notice of termination to HFUW. Prior to terminating the Agreement, the City shall first provide written notice of the breach to HFUW and allow HFUW fifteen (15) calendar days to cure the breach. In the event of a termination of the Agreement by the City for cause, the City shall be liable for the payment of all OUAC Program activities properly performed in accordance with all requirements of this Agreement prior to the effective date of termination, but shall not be liable for any other costs incurred related to termination of the Agreement, including but not limited to any orders for materials, supplies, or services placed prior to the effective date of termination which cannot be cancelled and which were not delivered or properly performed prior to termination. Notwithstanding the preceding, under no circumstances shall the City be liable to HFUW for lost revenue or overhead for work, materials or services not performed or delivered to the City. In the event of termination of the Agreement, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover funds improperly received or retained by HFUW related to the Agreement or take any action provided for in 2 CFR 200.338. Failure of the City to declare a default shall not constitute a waiver of any rights by the City and the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

**3.3 Termination for Convenience.** The City may terminate the Agreement at its convenience with or without cause upon thirty (30) days written notice of termination to HFUW. In the event of such a termination by the City, the City shall be liable for the payment of all OUAC Program activities properly performed in accordance with all requirements of this Agreement prior to the effective date of termination, but shall not be liable for any other costs incurred related to termination or the Agreement, including but not limited to any orders for materials, supplies, or services placed prior to the effective date of termination which cannot be cancelled and which were not delivered or properly performed prior to termination. Notwithstanding the preceding, under no circumstances shall the City be liable to HFUW for lost revenue or overhead for work, materials or services not performed or delivered to the City. In the event of termination of the Agreement, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover funds improperly received or retained by HFUW related to the Agreement or take any action provided for in 2 CFR 200.338.

**3.4 Effect of Termination; Remedies; and Suspension and Termination.** HFUW and the City will comply with the noncompliance and termination provisions in 2 CFR part 200, Subpart D. 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 a party may have available to it. If this award is terminated or partially terminated, HFUW remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

## SECTION 4: MISCELLANEOUS PROVISIONS

- 4.1 **Assignment.** HFUW shall not assign or transfer any interest in this Agreement without the prior written consent of the City.
- 4.2 **Subcontractor.** The Contractor shall not employ subcontractors without the advance written permission of the City's Senior Advisor for Homelessness and Social Services.
- 4.3 **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 HFUW or anyone it assists.
- 4.4 **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 HFUW. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as HFUW is an independent contractor. HFUW 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 federal funds.
- 4.5 **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.
- 4.6 **Entire Agreement/Modification.** This Agreement, together with all of the Exhibits, constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether written or verbal, are merged herein. This Agreement may only be modified in writing, signed by both of the parties hereto.
- 4.7 **Notices.** All notices required or permitted to be given under this Agreement must be in writing and must be delivered to You or Us at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

**City:**

City of Orlando  
Attn: Senior Advisor for Homelessness and Social Services  
Orlando City Hall, 3rd<sup>h</sup> Floor  
400 South Orange Avenue  
Orlando, Florida 32801  
Phone: (407) 246-2863

**HFUW:**

Heart of Florida United Way, Inc.  
Attn: Larry Olness, Senior Vice President  
1940 Traylor Boulevard  
Orlando, Florida 32804  
Phone: (407) 849-2360  
Fax: (407) 835-1959

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier (with simultaneous e-mail of the same notice and any attachments) using a telecopier number and e-mail address provided above, if any (or such other number and e-mail address as receiving party may have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando and the time of transmission is prior to 5:00 p.m. EST, or, if not, the first City business day after the transmission. The City's Senior Advisor for Homelessness and Social Services or her written designees, shall each have the authority to act on behalf of the City in all matters related to this Agreement, including but not limited to the sending and receiving of any notices required hereunder and the exercise of any renewal or extension options or agreements.

**4.8 Compliance with all Laws.** Notwithstanding anything herein to the contrary, the OUAC shall be operated consistent with all applicable federal, state and local laws and regulations. HFUW is responsible for procuring all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper the operation of the OUAC and other activities performed pursuant to this Agreement.

**4.9 Time of Completion**  
The parties understand and agree that time is of the essence in the performance of this Agreement. HFUW or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to HFUW's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the HFUW's or City's contractual obligations, respectively.



**4.10 Governing Law; Venue**

This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this Agreement shall be had in the Courts of Orange County, Florida.

**4.11 Authority to Act**

As to HFUW, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of HFUW as its act. The City's Senior Advisor for Homelessness and Social Services or her written designee shall have authority to act on behalf of the City in matters related to this Agreement, including but not limited to the sending and receiving of any notices required hereunder. The City's Senior Advisor for Homelessness and Social Services shall have the authority to enter into written amendments of this Agreement on behalf of the City within State or Federal grant amounts allocated to the City for the operation of the OUAC, or otherwise within budgeted amounts by the City for response to the Event.

**4.13 No Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties to the Agreement and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

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

ATTEST:

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

By: \_\_\_\_\_  
Amy T. Iennaco, Interim City Clerk

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

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

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

\_\_\_\_\_, 2016.

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

**Signatures Continue Next Page**

**Heart of Florida United Way, Inc.,** a Florida  
not for profit corporation

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

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

Title: \_\_\_\_\_

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

**STATE OF FLORIDA  
COUNTY OF ORANGE**

THE FOREGOING SUBRECIPIENT AGREEMENT was acknowledged before me this \_\_\_\_ day  
of \_\_\_\_\_, 2016, by \_\_\_\_\_ (Name), as \_\_\_\_\_ (Title) of **Heart of  
Florida United Way, Inc.,** He/She ☐ is personally known to me or ☐ who has produced  
\_\_\_\_\_ as identification.

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

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

My Commission Expires:

## **EXHIBIT “A”**

### **Statement of Work/Program and Project Description**

#### **Overview**

In response to the deadliest mass shooting in U.S. history that left 49 people deceased, 68 others wounded, and an estimated 182 people trapped inside the club subjected to a traumatic three-hour hostage standoff, a system of communication, care and support was established in incremental phases that ultimately led to the creation of the Orlando United Assistance Center (OUAC).

#### **Hampton Inn and Beardall Senior Center**

Immediately after the shooting, a temporary reception center was established to provide family members and victims with the information and immediate attention that they needed. A limited number of staff and services were allocated to the reception center since the primary focus of the center was providing notifications to families of the injured and deceased.

#### **Family Assistance Center at Camping World Stadium (FAC)**

Thereafter, the FAC was set up to focus on the immediate aftermath of the mass shooting to give survivors and families of victims a safe, central gathering place. The FAC provided access to information and made the provision of services a priority. The FAC also provided a central location for federal and state authorities to collect information from families that is necessary for victim identification and support.

#### **Orlando United Assistance Center (OUAC)**

Realizing that the magnitude and diversity of support required and that the needs of the survivors and the victims' families extended much longer than what the temporary role of the FAC was structured for, the OUAC was created. The role of the OUAC was and remains to serve as a navigation point and to provide one-on-one support to assess the needs, provide information, and coordinate the provision of resources to those affected by the mass shooting.

#### **Administration**

Heart of Florida United Way (HFUW) will continue to function as the administrator and entity responsible for operating the OUAC. HFUW is uniquely positioned to fulfill this role and perform this function.

HFUW's excellent community reputation for service delivery, service creation, financial management, transparency and community collaboration make it a strong asset in the success of the center operation. HFUW's mission is to improve lives by mobilizing the caring power of communities, with a vision to engage all citizens to work together to build healthy, safe, caring and strong communities. The envisioned purpose of the OUAC is to do the same. HFUW will bring the community and its resources together to better serve those most affected by this incident in a clear, concise and organized fashion.

HFUW's footprint already extends beyond the tri-county area of Orange, Osceola and Seminole Counties, to include an additional 13 counties (Alachua, Bradford, Citrus, Dixie, Gilchrist, Lafayette, Lake, Levy, Marion, Pasco, Sumter, Union and Collier Counties) through our 2-1-1 call center. This service expansion enables us to be able to pull service availability and options readily for potential

victims and their families that live out of the area. HFUW's vast network of colleagues in the nonprofit sector will allow an efficient system to be established, to help as many people as possible with current resources, all while providing excellent client service.

### **OUAC Mission and Core Standards**

The OUAC's mission is to be the central resource and clearinghouse for those impacted by the tragedy.

The OUAC is responsible for providing and navigating a wide range of services and resources available to assist in the recovery of those individuals.

The OUAC will serve the community through high quality and culturally competent practices that will be nimble enough to meet the needs of today and the unforeseen of tomorrow.

The OUAC is grounded in the acknowledgment that all survivors, families of victims, and others affected by the mass shooting experience trauma differently, therefore developing a customized approach for each individual will be necessary based on that individual's goals and needs.

The OUAC will act a hub between the various independent sectors of the community, which will provide an interlocking system of care and give the community accurate information and on-time resources that can build the community's resiliency.

The OUAC is a testament to the community at large, that the City of Orlando will never forget what happened on June 12, 2016 and that the City of Orlando remains committed to addressing the continuing needs of victims.

The OUAC will build upon the collaborative approach that many agencies contributed to at the FAC and in creating the initial structure of the OUAC. The OUAC will continue to build an effective community response and recovery plan and establish collaborative working relationships between relevant agencies and independent systems.

The OUAC will maintain victim navigators/advocates who will have access to a diverse network of mental health providers across Central Florida to assist victims with their immediate recovery needs. In addition to connecting victims to specialized mental health providers, navigators will also provide referrals for and/or assistance in securing the following: housing and rental assistance, emergency financial assistance including facilitating crime victim compensation, employment, training and education.

### **Staffing**

As the administrator of the OUAC, HFUW will be responsible for operating the OUAC. Accordingly, HFUW will be responsible for providing and meeting OUAC's staffing needs, including, but not limited to recruiting, training, managing and retaining employees and any necessary subcontractors. Staffing of the OUAC will consist of the following full time positions, either directly or through subcontractor(s):

- Administrator
- Two (2) Front Desk Receptionists
- Data Manager
- Two (2) Call Center Specialists

- Community Partnership and Resource Developer
- Clerical Assistant
- Victim Advocate Lead/OUAC Manager
- Four (4) Victim Advocates
- Licensed Mental Health Counselor
- Armed Security Officer

It is expected that each of these positions will be trained or have experience with cultural competency. Provision will be made for serving clients with limited or no English proficiency. Upon request of either party, the City of Orlando and HFUW will meet to review and discuss staffing levels in comparison to needs and forecasted needs. HFUW will make any mutually agreed upon staffing adjustments accordingly.

### **Physical Location**

During the Term of this Agreement, HFUW will be responsible for maintaining the lease with Orange County for the property and building at 507 East Michigan Street, which is the current physical location of the OUAC. HFUW and Orange County have entered into a one year lease agreement for the use of the building and the provision of certain infrastructure support by the County. HFUW will be responsible for renewing the lease with Orange County to cover the length of this Subrecipient Agreement between HFUW and the City of Orlando for operation of the OUAC. HFUW acknowledges and agrees that the building will not be shared space, nor used by HFUW or any other party for any other purpose than for the operation of the OUAC. HFUW will not use the building or the property to provide any unrelated services or as offices for any other program administered by HFUW. Notwithstanding the preceding, upon the mutual written agreement of the HFUW and the City, the physical location and terms of this section of the OUAC may be modified.

### **Policies and Procedures**

HFUW will create a set of policies and principles for the OUAC that provide a framework for the day to day operations and staff norms for the center. Such policies and principles will include, but are not limited to business hours, holiday calendar, dress code, employee handbook, sub-contract employee expectations, client confidentiality, grievance policy, file management, data entry quality standards, client assessment procedures, workplace guidelines and employee conduct.

HFUW shall create a “Promise of Care” which will contain the core standards for how all clients will be treated at the OUAC, including articulating how clients will be triaged when missing appointments or are late or walk-in for services. The Promise of Care will be posted on the OUAC’s website, at the public entrance to the OUAC, and at the reception desk of the center.

The HFUW will create a service delivery system which will address consistent assessments among call specialists and navigators, a concise and easily accessible resource list for navigators, a procedure for ongoing outreach and connection to clients who have been referred to services and who missed appointments, and standards for partner and client interactions. This service delivery system will facilitate healing for survivors of through a comprehensive model of care, advocacy, and outreach. It will eliminate barriers for survivors by providing respectful, compassionate, and effective services. It will join survivors and those agencies who interact with victims to provide, sustain, and support a collaborative system of direct services across the region that is comprehensive, victim-centered, and accessible to the diverse survivor population.

HFUW will create a client survey to gather data and refine services of victims satisfaction with services provided.

### **Communications**

HFUW will be responsible for overseeing the design and maintenance of website for the OUAC that provides the community with accurate information regarding available resources, services, and articles on self-care. The website shall serve as a vehicle of communication with those needing assistance and the community.

The HFUW will create a monthly OUAC newsletter that provides information, answers to frequently asked questions (FAQs), and promotes recovery and well-being. The newsletter should also contain space for the Florida Bureau of Victim Compensation to provide useful information and answers to FAQs.

HFUW recognizes that building community awareness of the services and resources through the OUAC is critical to reaching those who are hesitant to connect or who may not connect until months or even years after the incident. Accordingly, the HFUW will create and implement a one year public awareness and community outreach plan that coincides with the term of this agreement.

HFUW will work with the City to develop a communication plan and protocol between the parties to coordinate and cohesively respond to media inquiries regarding the mass shooting and the OUAC. A partnered communications team will be established to respond to media and should include as a minimum the OUAC Administrator, the City's Manager of Collaborative Partnerships, the City's Press Secretary, HFUW's VP of Communications, and anyone else who might be able to provide support to the inquiry. The job of this team is to come up with a plan of communication and decide who the spokesperson should be.

HFUW's administrative costs reflected in the Budget include support and work by HFUW's marketing and communications team to meet these communications objectives.

### **Collaboration**

HFUW will assess and determine the strategic needs for the OUAC. This assessment shall include collaborations with the mental health community, social services community, LGBTQ community, the Hispanic and African American communities, and other necessary community partners and policy makers.

The HFUW will seek to build collaborations that have strategic benefits for the OUAC that can only be realized through an alliance or partnership. The OUAC will work in conjunction with these communities to gather key stakeholders to determine whether areas of the OUAC intended impact could be enhanced by collaboration. HFUW will assess what level of integration and length of partnership is required to achieve the impact the community seeks and needs.

The HFUW will establish within the first sixty (60) days of the term of the subrecipient Agreement with the City, an OUAC advisory group that will meet on a regular basis, to provide non-binding but informed guidance regarding the operation of the OUAC and serve as a tremendous ally in the quest to meet the forecasted and unforeseen needs of the survivors and the community.

### **Monitoring and Evaluation**

HFUW will utilize appropriate software and databases to track clients and all interactions with community members who seek support from the OUAC. HFUW will design and provide quarterly reports to the City that track and contain, (but are not limited to, the following metrics:

- Number of people served from inception to current quarter
- Number of people served from previous quarter to current quarter
- Number of new clients from inception to current quarter
- Number of new clients from previous quarter to current quarter
- Number of victims served, by type of service (e.g. crisis counseling, therapy, emergency financial assistance, emergency legal advocacy)
  - Number of referrals to mental health services
  - Number of referrals to social services and emergency assistance
  - Number of referrals to FBI
- Number of calls into the HOPE line
- Number of appointments
- Number of walk-ins seen
- Number of walk-ins scheduled for an appointment
- Number of outreach activities and results of those activities
  - Number of persons contacted regarding available services at the OUAC
- Number of home visits made by advocates
- Number of applicants for services that are denied, and rationale for service denial
- Number of support groups meetings or community workshops held at the OUAC
- Number of meetings and what meetings were attended by OUAC staff with community conveners of the various sectors
- Number of collaborative partnerships formed as a result of this funding to develop new programs and essential services to aid victims of terrorism and mass violence
- Number of new services and/or best practices established to assist victims of terrorism and mass violence as a result of this funding
  - Number of new policies or practices evaluated
  - Number of those evaluated practiced adopted
- Number of survey respondents that indicated satisfaction with services provided
  - Total number of surveys completed
- Number and type of training that OUAC staff received

Upon the request of the City, HFUW will provide more frequent or additional reports and information.

### **Requests for Disbursement of Funding**

HFUW will submit monthly requests for reimbursement in a form and with such supporting documentation as required by the City. Such requests shall be submitted to the City no later than the 20<sup>th</sup> day of the following month of requested reimbursement. The City will reimburse HFUW in accordance with the annual budget attached hereto in an amount not to exceed the annual funding under this subrecipient Agreement. Disbursements are to be made on a reimbursement basis for expenses actually incurred and paid by HFUW in accordance with the term of this agreement, and only upon approval by the City, in its sole discretion, of appropriate documentation submitted. Payment by the City shall in no way constitute a waiver of the City's right to recover from HFUW any amount of money paid to HFUW on items which are not eligible for repayment under the Agreement.



**EXHIBIT “B”**

**REQUIRED SUBRECIPIENT INFORMATION**

1. Subrecipient name (which must match registered name in DUNS): Heart of Florida United Way, Inc., a Florida non-profit corporation
2. Subrecipient’s DUNS number (see §200.32 Data Universal Numbering System (DUNS) number): 16-316-1656.
3. Federal Award Identification Number (FAIN): TBD
4. Federal Award Date (see §200.39 Federal award date): TBD
5. Subaward Period of Performance Start Date and End Date: 1/01/2017 to 12/31/2017
6. Amount of Federal Funds Obligated by this Agreement: \$ TBD
7. Total Amount of Federal Funds obligated to subrecipient for this activity under all agreements between the City and the Subrecipient, including this Agreement: \$ TBD
8. Total Amount of the Federal Award: \$ TBD
9. Total Amount of the Federal Award committed to the Subrecipient: \$ TBD
10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): TBD
11. Name of Federal awarding agency, pass-through entity, and contact information for awarding official: U.S. Department of Justice; State of Florida Office of the Attorney General, and the City of Orlando. Contact information for the awarding official at the City of Orlando: ATTN: Senior Advisor for Homelessness and Social Services, City of Orlando, 400 S. Orange Ave, 3rd Floor, Orlando, FL, 32802; (ph) 407-246-2863.
12. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award the CFDA number at the time of disbursement:  
TBD
13. Identification of whether the award is R&D: N/A
14. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A costs)): de minimis rate

## EXHIBIT “C”

### Budget

*Jan. 3- Dec. 31, 2017*

<b>Staffing</b>	<b>% of Time</b>	<b>Total</b>
Administrator	100%	\$121,810
2 Front Desk Receptionist/Greeter	100%	\$78,416
Data Manager	100%	\$50,750
Community Partnership Developer	100%	\$50,750
2 Call Center Specialists	100%	\$78,416
Clerical Assistant	100%	\$39,208
Victim Advocate Lead/OUAC Manager	100%	\$60,900
4 Victim Advocates	100%	\$217,500
LMHC	100%	\$88,105
Security Officer	100%	\$52,000
<b>Staffing Sub-total</b>		<b>\$837,855</b>

Office Supplies	\$12,500
MaacLink Software License	\$2,250
Misc. Software License (Microsoft Office, Windows, etc.)	\$500
Gmail/Cloud Storage	\$1,280
Cell Phone Service Reimbursement-2 phones	\$960
Wi-Fi Hotspot	\$575
PC Hardware	\$3,500
Appointments Plus Software License	\$1,250
Software License Updates	\$1,500
Staff Development and Training	\$10,000
Personal Property & General Liability-Michigan Location	\$950
Travel Mileage	\$7,000
<b>Sub-Total</b>	<b>\$42,265</b>

#### **Administration Fee 10%**

includes the ongoing support from HFUW's financial  
management, marketing & communications, advocacy, senior  
leadership & grants management

**\$88,012**

<b>Total Budget</b>	<b>\$968,132</b>
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## EXHIBIT “D”

### Accounting Guidelines

Subrecipient, in addition to the terms set forth in the Agreement, shall operate in accordance with the following guidelines.

1. Any equipment, furnishings and any other usable item purchased for which reimbursement is sought from Funds under the Agreement shall be kept on an inventory and shall be made available to the City for disposition upon termination of the Agreement unless otherwise agreed by the City in writing. Unless otherwise required by applicable federal or state laws, rules, or regulations, this requirement shall not apply to usable items having a value at the end of the Agreement of less than \$1,000 and a then remaining useful life of less than one year.

2. Subrecipient hereby agrees to maintain accounting systems with internal controls to safeguard the 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.

3. Subrecipient’s accounting records must adequately identify the receipt and expenditure of all Funds for each budget line item. Cash receipts and expenditures from other sources must be accounted for separately from Funds received under the Agreement; therefore, if Subrecipient maintains a common account for both Agreement Funds and other funds, the accounting system must provide for the clear and easy identification of Agreement funds.

4. Accounting and related records of Subrecipient 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 employee for which reimbursement is sought from Agreement Funds. At 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 for which reimbursement is sought from Agreement Funds. 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 Agreement Funds, 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 or other disbursements to employees shall be maintained. All personnel activity reports must be signed (or electronically approved or electronically 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. 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 City at monitoring visits.
- f. Checking Accounts – A monthly bank reconciliation shall be conducted by Subrecipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
- g. Purchasing Practices – Purchasing practices shall be at the very least in accordance with 2 CFR part 200. Subrecipient must provide documentation indicating how all vendors, contractors, minority and/or women owned businesses are given an opportunity to participate in compliance with 2 CFR §200.321.
- h. Inventories – Subrecipient 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 federal funds.
- i. Property Records – Subrecipient is required to maintain records to control all property and equipment purchased for which reimbursement is sought with Agreement Funds. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year.

5. Subrecipient 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 staff, the Inspector General, and DOJ officials and others who may be authorized to examine such records.

6. Expenses incurred by Subrecipient will not be authorized for reimbursement by the City's if such expenses cannot be documented by paid receipts, invoices or other appropriate documentation and information.

7. As applicable, the monthly invoice shall include:

- a. Costs and expenses to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and proof of payment.
- b. Brief description of services or activities undertaken during the month for which reimbursements are being requested.
- c. Total cost of activities or services.
- d. If seeking reimbursement for salaries, Subrecipient shall provide copies of all payroll data as may be requested by the City 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 federal funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.

- e. If requesting reimbursement for benefits, Subrecipient shall provide the backup and the list of the components that comprise the fringe benefit rate, for example health insurance, taxes, unemployment insurance, life insurance, retirement plans, and tuition reimbursement. The fringe benefits shall be directly proportional to that portion of personnel costs that are allocated for this project
- f. If applicable, if outside contractors have done the work, submit the contractor's paid invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

## **EXHIBIT “E ”**

### **FEDERAL TERMS AND CONDITIONS**

1. **Federal Funding.** The City of Orlando (City) has applied to the Federal government (either directly or through an intervening agency) for funds which are anticipated to be allocated and provided to HFUW under the Agreement. HFUW shall be familiar with and comply with all laws, rules, regulations and programmatic requirements of the applicable State and Federal granting agencies, including but not limited to the United States Department of Justice (DOJ) and its Antiterrorism and Emergency Assistance Program for Crime Victim Compensation and/or Assistance (AEAP). Except as may expressly be provided in the Agreement, in the event of any conflict between the provisions of this **Exhibit “E”** and the other terms and conditions contained in the Agreement, the terms of this Exhibit shall apply.
2. **Indemnity of Funding Entities.** HFUW agrees to indemnify and hold harmless the State of Florida, the Federal government and its agencies (including but not limited to the DOJ) and the City, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys’ fees for trial and appeal, and for the preparation of same arising out of HFUW’s, its officers’, agents’, employees’ and subcontractors’ acts or omissions associated with the Agreement.
3. **Additional Remedies.** In addition to any other remedies provided for in the Agreement or to which the City may be entitled at law or in equity, in the event of a breach or violation of the Agreement by HFUW, HFUW shall be subject to debarment or suspension from consideration for the award of additional agreements from the City.
4. **Reporting Requirements; Patent and Copyrights.** HFUW and its subcontractors shall comply with and the Agreement is subject to the requirements and regulations of DOJ, and the granting agency of the State of Florida (if any), pertaining to:
  - (i) reporting;
  - (ii) patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement; and
  - (iii) to copyrights and rights in data, applicable to contracts subject to payment or reimbursement from funding made pursuant to federal financial assistance either directly or indirectly. The federal awarding agency (and, if applicable, any intermediary state agency) and the City shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with financial support. The City, State of Florida, and federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish or otherwise use such data for federal and other governmental purposes. HFUW is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401.
5. **Access to Records.** HFUW and its subcontractors shall permit access by the State of Florida, the City of

Orlando, any requesting Federal agency, the Comptroller General of the United States, the Inspectors General, or any of their duly authorized representatives to any books, documents, papers, and records (including electronic records) of HFUW and its subcontractors which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcriptions. This right also includes timely and reasonable access to HFUW's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. This same right to review and access will be imposed upon any third party or subcontractor and it is HFUW's responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required to ensure compliance with this Agreement and with all federal, state, and local laws and regulations. This section shall survive termination of the Agreement.

6. **Record Retention.** Unless a different period is required by law, HFUW and its subcontractors shall retain all records related to the Agreement for five (5) years after receipt of final payment under the Agreement and all other pending matters related to the Agreement are closed. If any litigation, claim or audit is started before the expiration of the five (5) year period or other applicable retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
7. **Equal Employment Opportunity.** HFUW shall comply with the provisions of Section (C) of Appendix II of 2 CFR Part 200 entitled "Equal Employment Opportunity." HFUW and its subcontractors shall also comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). To the extent that such Orders and regulations apply and require the inclusion of any language into the Agreement (including but not limited to the language contained in 41 CFR 60-1.4(b) and 60-4.3 if required), such language shall be deemed included and made a part of the Agreement as if fully reproduced therein. In addition, HFUW shall comply with all applicable requirements of DOJ relating to non-discrimination and equal employment opportunity contained in 28 CFR Part 42, specifically including any applicable requirements in Subpart E of 28 CFR Part 42 that relate to an equal employment opportunity program
8. **Environmental Regulations.** If the Agreement is in excess of one hundred fifty thousand dollars (\$150,000.00), HFUW and its subcontractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), including Environmental Protection Agency regulations ([40 CFR part 15](#)). HFUW and its subcontractors shall incorporate these requirements into all subcontracts in excess of one hundred fifty thousand dollars (\$150,000.00).
9. **Historic Preservation and NEPA.** HFUW will assist the City or any other requesting State of Florida or Federal agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 and 28 CFR Part 61).
10. **Energy Efficiency.** HFUW and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
11. **E-Verify Program.** HFUW shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by HFUW during the term of the Agreement. In addition, HFUW shall require any subcontractors performing work or providing services pursuant to the Agreement to verify the employment eligibility of all new employees hired by the subcontractor during the term of the

Agreement. HFUW further agrees that it will require each subcontractor that performs work under this Agreement to enroll and participate in the E-Verify Program on the same terms as HFUW.

12. **Drug-Free Workplace.** HFUW shall comply with any applicable requirements of the drug free workplace provisions of the DOJ contained in 28 CFR Part 67.
13. **Non-Discrimination.** Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601, that “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.” HFUW, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:
  - (i) it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above; and
  - (ii) it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement; and
  - (iii) in the furnishing of services hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, disability, national origin, religion or sex.

In addition, HFUW will comply with any applicable nondiscrimination provisions required by the United States Department of Justice related to the use of the Funds, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131- 34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.

In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of the Agreement and the City shall have the right to immediately terminate the Agreement in whole or in part, without liability, or seek such other remedy(ies) as the CITY deems appropriate, including but not limited to suspension or debarment from future City contracts. In addition to the City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7. HFUW shall require that all of its subcontractors agree and comply with the requirements of this section.

14. **Faith-based Organizations.** HFUW shall comply with any applicable DOJ requirements contained in 28 CFR Part 38.
15. **Procurement/Subcontracting/Third Party Contracts.** If HFUW hires contractors, HFUW 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. HFUW shall insure that all contracts and subcontracts



let in the performance of the Agreement, if any, shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. HFUW shall incorporate in any and all bid documents and contracts with third parties the provisions required in 2 CFR §200.326. HFUW shall require and monitor compliance by all contractors, subcontractors and other third parties. Results of monitoring efforts shall be summarized in the monthly report to the City described below

16. **Small, Minority, and Women's Business Enterprises.** HFUW shall comply with the requirements of 2 CFR § 200.321 and take all necessary affirmative steps when contracting and subcontracting set forth in § 200.321(b)(1) - (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including but not limited to placing such firms when qualified on solicitation lists and soliciting them as potential sources whenever possible.
17. **Debarment; Ineligibility.** The Agreement may not be awarded to a party listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989., p. 235). HFUW shall comply with 2 CFR Part 180, subpart C, as adopted at 2 CFR 3485.12. HFUW shall also comply with 2 CFR 200.213 regarding debarment, suspension, ineligibility and voluntary exclusion for federal aid contracts. HFUW certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. HFUW shall not employ any contractor or subcontractor that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. HFUW shall include the requirements of this Section in writing in all its contracts and subcontracts related to this Agreement. In the event that HFUW or any of its contractors or subcontractors becomes debarred, suspended, proposed for debarment, ineligible or excluded from performing any work hereunder, HFUW shall immediately cease, or cause its contractor or subcontractor to cease, all work and notify the City in writing. HFUW and its contractors and subcontractors shall each execute and submit to the City prior to performing any work hereunder a debarment certification in the form and content set forth on Exhibit "F" to the Agreement.
18. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. HFUW shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the convicted vendor list.
19. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity. HFUW shall immediately notify City in writing and cease all work (or cause the applicable subcontractor to cease all work) in the event that it or a subcontractor is placed on the discriminatory vendor list.
20. **Lobbying (Byrd Anti-Lobbying Amendment – 31 U.S.C. 1352).** HFUW shall comply with the requirements of 34 CFR Part 82 and Appendix II to 2 CFR Part 200 regarding lobbying activities related

to federal grants and contracts which requires each tier to certify to the tier above it that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. HFUW shall include such requirement in writing in its contracts and subcontracts. HFUW and its contractors and subcontractors shall execute and submit to the City prior to performing any work hereunder a lobbying certification in the form and content set forth on Exhibit "G" to the Agreement.

**21. Fees and Commissions.** HFUW warrants that it has not:

- (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any company or person, other than bona fide personnel working solely for HFUW, to solicit or secure the Agreement;
- (ii) agreed, as an express or implied condition for obtaining the Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; and
- (iii) that it has not paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization or firm, other than bona fide personnel working solely for HFUW, in connection with, consideration for, or contingent upon, or resulting from the award or making of the Agreement.

HFUW further warrants and agrees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of the Agreement or to any benefit arising therefrom. It is understood and agreed to by HFUW that, for the breach or violation of this section, the City shall have the right to immediately terminate the Agreement without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any Value.

**22. American with Disabilities Act of 1990 ("ADA").** HFUW and, as required, its contractors and subcontractors shall comply with the ADA, the regulations of the Federal government issued thereunder (including as applicable 28 CFR Part 35), and assurance by the City of Orlando pursuant thereto.

**23. Resource Conservation and Recovery Act of 1976.** HFUW and its contractors and subcontractors in performing work pursuant to this Agreement shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962) and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247. These laws and regulations designate certain items that are or can be made with recovered materials. Pursuant to such requirements, for purchases of designated items exceeding \$10,000 per year (or \$10,000 in the preceding fiscal year), HFUW and its subcontractors shall procure those designated items listed in the EPA regulations composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, but HFUW and its subcontractors are not required to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price. In addition to EPA designated items, HFUW certifies that if any other products are expressly specified in the Agreement by City to include a specified minimum content of recovered materials, HFUW and its subcontractors shall use at least the minimum amount so specified in the Agreement. For purchases of contractually specified recovered material items or EPA designated items above the established threshold limits (\$10,000) per year, if any, procured by HFUW or its subcontractors under this Agreement, HFUW shall provide the CITY annually and upon final completion

of the work, a report detailing the designated items procured and their percentage of recycled material used.

24. **Subcontracting; Payment to Subcontractors.** HFUW shall self-perform such percentage of the work, if any, as may be required by the State of Florida or Federal program providing reimbursement. With respect to all work under the Agreement, HFUW shall pay each of its subcontractors, for all work satisfactorily performed within thirty (30) days from receipt of payment from the City. HFUW further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.
25. **Conflict of Interest.** In the procurement of supplies, equipment, construction, and services, HFUW shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. HFUW 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 HFUW 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 HFUW. If HFUW has a parent, affiliate, or subsidiary organization, HFUW must also maintain written standards of conduct covering organizational conflicts of interest. HFUW will immediately disclose in writing any potential conflicts of interest to the City. By executing the Agreement, HFUW 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.
26. **Assurances.** HFUW represents and warrants that it has the legal authority to utilize funding that is federally assisted and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost, if any) to ensure proper planning, management, and completion of the project described in this Agreement. HFUW shall comply with the Department of Justice Grants Financial Guide as posted on DOJ's Office of Justice Program's website., as may be amended from time to time.
27. **State and Federal Law; Inclusion in Subcontracts.** HFUW and its subcontractors (of all tiers) shall comply with and be bound by the provisions of all applicable federal, state and local laws, rules, regulations and licensing requirements governing the work performed hereunder, including but not limited to the provisions of 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). In addition, HFUW and its subcontractors (of all tiers) shall comply with all laws, rules and regulations applicable to the federal program under which the City is eligible for funding for payment or reimbursement for work performed by HFUW, including but not limited to the rules and regulations applicable to the AEAP Program of the DOJ. HFUW shall physically incorporate a copy of this Exhibit, in all subcontracts of all tiers.

## EXHIBIT “F”

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

It is certified that neither the below-identified entity nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Entity: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

#### Instructions for Certification:

1. By signing and submitting this certification, the Entity (referred to hereinafter as prospective lower tier participant) is providing the certification set out above.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the federal government, State of Florida, and the City may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if, at any time, the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this certification is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this certification that it will include this certification clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, proposed for debarment, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are

not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, proposed for debarment, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the federal government, State of Florida, and the City may pursue available remedies, including suspension and/or debarment.

**EXHIBIT "G"**

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (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 federal 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 federal 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 of Lobbying Activities," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. Any person who fails to file the 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.

The prospective participant also agrees by submitting this certification that he or she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Entity: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_