

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
AGREEMENT BETWEEN THE CITY OF ORLANDO, FLORIDA  
AND HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES  
OF CENTAL FLORIDA, INC. (HANDS)**

THIS 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 **Housing and Neighborhood Development Services of Central Florida, Inc.**, a Florida non-profit corporation, with a principal address of 1707 Orlando Central Parkway, Ste. 350, Orlando, Florida 32809 (hereinafter referred to as "Subrecipient" or "HANDS").

**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**, HANDS is a private non-profit organization that provides housing counseling services to low and moderate income citizens;

**WHEREAS**, HANDS has requested **Forty Thousand Two Hundred Twenty-Eight Dollars and No Cents (\$40,228.00)** in FY 2016-2017 CDBG funds to provide two mass meetings and one-on-one credit counseling services to homebuyers within the City limits (hereinafter referred to as the "Program" or "Project"); and

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

**WHEREAS**, pursuant to this Agreement, these housing counseling services will be provided to the low and moderate income homebuyer whose household income does not exceed 80% of the area median income and who is a current resident or who is purchasing a home within the City of Orlando;

**WHEREAS**, the City has determined that there is a public need to provide these services to benefit low and moderate income homebuyers in the City of Orlando to promote the general health, welfare and/or safety of the community, and to that end, the City has allocated CDBG funds to HANDS; and

**WHEREAS**, HANDS has available the necessary qualified personnel, facilities, materials and supplies to perform such services and/or carry out such programs for low and moderate income

homebuyers in the City of Orlando and who are eligible and qualified to receive said services and are within the income limits for low and moderate persons as defined by HUD and contained herein in **Exhibit "A"** as attached hereto and made a part of this Agreement.

**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 HANDS 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. **The Grant.** Under the terms and conditions of this Agreement, the City has allocated a subaward to HANDS in the amount of **Forty Thousand Two Hundred Twenty-Eight Dollars and No Cents (\$40,228.00)** in FY 2016-2017 CDBG funds towards the Program, as defined herein. Pursuant to 2 CFR § 200.331, the required subaward information is attached as **Exhibit "L"**. Any funds remaining unexpended or not disbursed to HANDS by the City as of the termination date of this Agreement may be deobligated from this Agreement and made available for other City Programs as determined by the City.
3. **Statement of Work/Program and Program Description.** HANDS administers and operates a Housing Counseling Services Program, which is a program that provides one-on-one counseling sessions, pre-purchase seminars, and foreclosure prevention counseling for homebuyers. As a part of the Program, HANDS shall serve approximately 60 households who are low or moderate income according to HUD income guidelines attached hereto as **Exhibit "A"**. Additional CDBG program requirements for the Program are attached as **Exhibit "B"** and made a part hereof by this reference. The scope of work, a schedule for completing the work, and a Budget are attached as **Exhibit "C"** and made a part hereof by this reference. During the term of this Agreement, HANDS agrees to work diligently towards the completion of the Program. HANDS's failure to work diligently toward completing the Program 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 any other funds pursuant to this Agreement so that the City can reallocate the funds for other uses or Programs.
4. **National Objectives and Use.** HANDS certifies that the activities carried out with 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).
5. **Goals and Performance Measures; Implementation Schedule.** HANDS will perform the described tasks in conformance with the services being provided to approximately 60 clients/households in the City of Orlando within Program Year 2016-2017 during the term of this Agreement. Agency agrees to work diligently towards the completion of the Project and complete the Project by September 30, 2017. HANDS's failure to work diligently toward timely completing the Project and incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or the City may cease disbursing funds pursuant to this Agreement so that the City can reallocate the funds for other uses or projects.

6. **Staffing.** HANDS shall assign key personnel and staff to this Program in accordance with services listed in the Budget attached hereto as **Exhibit “C”**.

7. **Performance Monitoring.** The City will monitor the performance of the HANDS against goal and performance standards required 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 HANDS within five (5) days after being notified by the City, the City will terminate this Agreement and all funding will end. HANDS must return any unused funds within five (5) days of the Housing Director’s written request.

8. **Expenditure of Funds/Budget.** The City will disburse funds only after completion of the work and after receipt and approval by appropriate City personnel of the “Request for Payment” form printed on Subrecipient’s letterhead, attached hereto as **Exhibit “E”**. HANDS shall use the funds 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 “C”**. Expenditures shall be directly attributable to the Program. Any changes in budget line items, including additions, must be requested in writing and must be approved by the City’s Housing and Community Development Department Director, before related expenditures can be undertaken. HANDS shall be responsible for any cost overruns over **\$40,228.00**. HANDS shall not use any CDBG funds for prohibited activities as set forth in 24 CFR §570.207. If it is determined that HANDS will be unable to complete the Program within the time frame set forth in this Agreement, must submit a request for an extension to the City for consideration. This request must identify the reasons for the extension and must be accompanied by a proposed Program timeline that can be reasonably accomplished. HANDS’s failure to work diligently toward completing the Program 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 any other funds pursuant to this Agreement so that the City can reallocate the funds for other uses or Programs. Notwithstanding anything to the contrary in this Agreement, the City also reserves the right to request and approve documentation supporting any requests for payment to verify the reasonableness and validity of such costs and said Budget may be modified by the City accordingly. HANDS acknowledges and agrees that any funds not used in accordance with this Budget and permitted CDBG regulations must be repaid to the City.

9. **Term.** This Agreement shall be in effect for the period commencing June 1, 2017 and terminate on September 30, 2017. Costs may not be incurred after September 30, 2017 without a written amendment to this Agreement. Notwithstanding anything herein to the contrary, HANDS’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 HANDS remains in control of CDBG funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Agreement.

## **SECTION 2: ADMINISTRATIVE REQUIREMENTS**

1. **Applicable Laws and Regulations.** HANDS 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 regulations governing the use of these funds, whether set forth herein or

not, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. It is HANDS's responsibility to read, understand, and comply with these regulations. In addition, HANDS 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. HANDS shall also comply with all other applicable federal, state or local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the City's Land Development Code and Building Code.

2. **Uniform Administrative Requirements and Cost Principles.** HANDS shall comply with the uniform administrative requirements specified at 24 CFR §570.502 and §570.610. HANDS 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. 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. HANDS 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, HANDS will comply with whatever guidance HUD requires. HANDS 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. HANDS also agrees to comply with the Program Requirements set forth in **Exhibit "B"** which is attached hereto and made a part hereof by this reference.

3. **Procurement/Subcontracting/Third Party Contracts.** HANDS shall not hire contractors, subcontractors, or third parties without written approval from the City's Division Manager of Housing and Community Development. If such written approval is provided, HANDS shall procure all material, property, or services in accordance with state and local requirements and the requirements of 2 CFR §200.318-§200.326. Third parties may be procured for a variety of services, including but not limited to, construction and rehabilitation services. HANDS shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, full, and open competition basis in accordance with applicable procurement requirements and secure at least three (3) price bids from qualified licensed general contractors. HANDS 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. HANDS 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 Housing and Community Development Department, prior to execution of the agreement or contract. HANDS 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 HANDS to the City's Housing and Community Development Department as the

general contractor. HANDS shall require and monitor compliance by all contractors, subcontractors and other third parties. HANDS 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 HANDS enters into agreements with for the Program.

4. **Records to be Maintained.** HANDS 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 Program. Such records shall include but are not limited to:

- a.) Records providing a full description of each activity undertaken, including its location, its CDBG eligibility, and the amount of CDBG funds budgeted, obligated, and expended for the activity;
- b.) Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program (i.e. the criteria set forth in 24 CFR §570.208);
- c.) Records required to 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 of each household;
- e.) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f.) Records which demonstrate compliance with the requirements in 24 CFR §570.505 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 that document all transactions and that can be properly documented and audited, as required by 24 CFR §570.502 and 2 CFR Part 200; including, but not limited to HUD closing documents, appraisals, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, and construction progress scheduling;

- 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, RFPS, RFQs and any other procurement documents;
- n.) Copies of all third party or subcontracts; and
- o.) Detailed records of HANDS's organization, financial and administrative systems, and the specific CDBG-funded Program or activities.

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

5. **Retention of Records.** All records must be accurate, complete and orderly. HANDS shall retain all accounting records, financial records, statistical records, supporting documents, source documentation to support how CDBG funds were expended, and all other documents pertinent to the Program and this Agreement in accordance with the requirements of 2 CFR Part 200, 24 CFR §570.502, plus a five (5) year retention period. This retention period begins on the date of the submission of the City's Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported for the final time. HANDS shall maintain all leases and program financial records, including source documentation to support how CDBG funds were expended, which includes, but is not limited to, invoices, schedules containing comparisons of budgeted amounts and actual expenditures, and other documentation as may be required by the City to support the expenditures for this Program.

Notwithstanding the above, 2 CFR §200.333 states that HANDS may need to keep the records for longer if they fall into one of the following exceptions: if any records are the subject of litigation, a claim or audit, that started before the expiration of the five (5) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved or completion and resolution of all of the issues and final action taken; records for any displaced person must be kept for five (5) years after he/she has received final payment; records for real property and any equipment acquired with these funds shall be retained for five (5) years after final disposition; if HANDS is notified by the City, HUD, or its cognizant agency for audit or the oversight agency for audit, cognizant agency for indirect costs, or the City to extend the retention period; records for program income after the period of performance; indirect cost rate proposals and cost allocation plans.

6. **Monitoring and Inspections/ Access to Records.** All files, records, 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 said records, documents or papers related to the Program 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 HANDS'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 HANDS'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 section shall survive termination of this Agreement.

HANDS shall monitor the progress of the Program covered by this Agreement and shall submit appropriate reports to the City. The City shall monitor HANDS's performance and financial and programmatic compliance. HANDS shall allow on-site monitoring of the Property and its programs 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. HANDS 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.

7. **Audits and Financial Statements.**

- (a) HANDS shall comply with 2 CFR Part 200 Subpart F – Audits. In accordance with 2 CFR §200.510, HANDS shall prepare financial statements and schedule of expenditures of federal awards. HANDS 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, HANDS 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. HANDS shall submit its annual audit to the City and within one hundred twenty (120) days of the end of HANDS's fiscal year. HANDS 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, HANDS 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 HANDS of such non-compliance. Any reimbursement by HANDS 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 HANDS 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) HANDS also agrees to allow the City's Internal Audit and Evaluation Department 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.** HANDS shall report all Program Income, as defined at 24 CFR §570.500 and 24 CFR §570.504, in an annual report to the City's Housing and Community Development Department. Documentation of the receipt of Program Income, such as supporting schedules identifying the Program and the source of income, must be submitted to the City by the prescribed date. Upon expiration or earlier termination of this Agreement, HANDS shall transfer all CDBG

Program Income to the City within five (5) days of the expiration or termination. If HANDS receives any Program Income after this Agreement is terminated, HANDS shall immediately remit said Program Income balances to the City as required in 24 CFR §570.503(c) within five (5) days of receipt. HANDS shall file reports of Program Income as set forth in the below section entitled “Monthly/Quarterly/Annual Status Reports”.

9. **Monthly/Quarterly/Annual Status Reports.** HANDS shall file status reports in accordance with the Reporting Schedule attached as **Exhibit “D”**. HANDS shall provide the City’s Housing and Community Development Department with an annual, monthly, and quarterly accomplishment report listing Program participants using the form attached as **Exhibit “F”**, and a monthly Personnel Activity Report for personnel activities including but not limited to duties performed and time allocated using the form attached as **Exhibit “F-1”**. HANDS shall also file such other information as may be considered appropriate by the City. The monthly Personnel Activity Report shall be due on the 10<sup>th</sup> of each month for activities conducted during the preceding month. Annual reports are due by October 31, 2017 for activities conducted during the preceding year.

10. **Reversion of Assets.** The use and disposition of property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR §200.311 and §200.313, 24 CFR §§570.502, 570.503 and 570.504, as applicable, which include but is not limited to the following:

1. HANDS 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);
2. If this Agreement involves any real property under HANDS’s control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000:
  - a) shall continue for a period of not less than five (5) years following the expiration of this Agreement to be used to meet one of the CDBG national objectives cited in 24 CFR §570.208; or
  - b) if HANDS fails to use the property in accordance with Paragraph (a) above, HANDS 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 HANDS complies with the terms of this Agreement, then no payment shall be required to be repaid to the City. The determination of HANDS’s failure to provide supportive services to low- and moderate-income persons is within the sole discretion of the City.

11. **Indirect Costs.** If applicable and requested by the City, HANDS 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. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in the Budget, attached hereto as **Exhibit “C”** and for which HANDS has made payment. Upon compliance with the terms of this Agreement, the City will disburse funds to HANDS for the Program only after completion of the work has been verified and approved by the Housing and Community Development Department, and after receipt and approval by appropriate City personnel of a “Request for Payment”, attached hereto as **Exhibit “E”**, which shall be in accordance with the Budget specifying the services performed and expenses incurred. Payments shall be requested no more frequently than once a month and shall be submitted in form and content satisfactory to the City. All requests for payment must be accompanied by adequate billing documentation of payment for eligible expenses (i.e. invoices, receipts, bills from vendors, copies of checks, lien waivers, affidavits, applications, certifications, time sheets, etc...), documentation of matching funds expenditure or donations (i.e. volunteer time logs, time sheets, mock invoices for donated items, etc...), and other supporting documentation the City may request. Requests for payment shall include adequate documentation of expenditures and all other information described in **Exhibit “D”**, attached hereto and incorporated herein by reference. No interest shall be earned on grant proceeds. All requests for payment must be signed by an authorized signatory of HANDS and certified in accordance with 2 CFR §200.415 and submitted to the City no later than October 31, 2017.

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

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

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

1. **Displacement, Relocation, Acquisition and Replacement of Housing.** This section is intentionally left blank as it is not applicable.

### **SECTION 4. PERSONNEL AND PARTICIPANT CONDITIONS.**

1. **Non-Discrimination.** HANDS 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. HANDS 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 specify types of prohibited discrimination. HANDS must not, for example, based on race, color, or national origin deny a person housing or services; provide different housing or services than those provided others; subject a person to segregation or separate treatment in the receipt of housing or services; use different admission or eligibility requirements for housing or services; or select a housing site or location with the purpose or effect of excluding or denying benefits to persons in protected classes.

HANDS shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by HANDS shall include a provision for compliance with these regulations. HANDS shall keep records and documentation demonstrating compliance with these regulations.

2. **Equal Employment Opportunity.** HANDS shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit "G"**, and made a part hereof by this reference. Any contracts or subcontracts entered into by HANDS or its contractors shall also require compliance with these regulations and will, in all solicitations or advertisements for employees state that is an Equal Opportunity/ Affirmative Action employer and attach this clause. HANDS 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, HANDS 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. HANDS, 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.** HANDS shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (42 U.S.C. §12131), Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by HANDS shall include a provision for compliance with these regulations. HANDS shall keep records demonstrating compliance with these regulations.

5. **Utilization of Minority/Women's Business Enterprises.** HANDS 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.

HANDS 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 HANDS shall include a provision for compliance with these regulations. HANDS shall keep records demonstrating compliance with this provision.

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

7. **Anti-Lobbying Provision.** HANDS shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. HANDS shall complete and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "H"** and made a part hereof by this reference. HANDS 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, HANDS shall comply with the conflict of interest rules in 2 CFR part 200. HANDS 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 HANDS 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 HANDS. If HANDS has a parent, affiliate, or subsidiary organization, HANDS must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR part 200, HANDS 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 HANDS 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 §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 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 (HANDS) that are receiving CDBG funds. HANDS shall also keep records supporting requests for waivers of conflicts.

HANDS will disclose in writing any potential conflict of interest to the City. By executing this Agreement, HANDS 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.** This section is intentionally left blank as it is not applicable.

10. **Faith-Based Activities.** HANDS shall comply with Executive Order 13279, 24 CFR §5.109 (Equal Participation of Religious Organizations in HUD Programs and Activities), and 24 CFR §570.200(j). Essentially, these regulations provide for the following:

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

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

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

(c) **Religious Identity.** A religious organization that is a recipient or subrecipient of CDBG program funds will retain its independence, autonomy, expression of religious beliefs, or religious character. Such organization will retain its independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among

other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

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

(e) Structures. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for explicitly religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, new construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds. Sanctuaries, chapels, or other rooms that a CDBG -funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG -funded improvements. Disposition of the real property after the term of the loan or grant, or any change in use of the property during the term of the grant or loan, is subject to government wide regulations governing real property disposition (2 CFR part 200).

11. **Drug Free Workplace.** HANDS will provide a drug-free workplace. HANDS 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. HANDS shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "I"** and made a part hereof by this reference. HANDS shall ensure that the provisions of the clauses in **Exhibit "I"** are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. HANDS will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.

12. **Prohibition of Use of Excessive Force.** HANDS accepts and acknowledges the City's "Certification Regarding Policy Prohibiting Use of Excessive Force" attached hereto as **Exhibit "J"** and made a part hereof by this reference.

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

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

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

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

17. **Building, Zoning, and Permits.** HANDS agrees to comply with all laws of the State of Florida and the Orlando City Code. In particular, HANDS shall comply with all applicable building and zoning law and regulations and obtain all necessary permits for intended improvements or activities for the Program, if required.

18. **Agreement between City and HUD.** HANDS 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. **Registration and Accountability:** HANDS agrees to maintain a current registration in the federal System for Award Management (“SAM”) database (<http://www.sam.gov>), formally known as the Central Contractor Registration under 2 CFR § 176.50(c), and provide the City with its SAM registration number and legal name as entered into the SAM. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration in SAM. HANDS shall also complete and sign the Affidavit attached hereto as **Exhibit “K”** in conjunction with its execution of this Agreement and provide any supporting documentation, if required.

20. **Certification.** HANDS shall be HUD certified and agrees to maintain such certification during the term of this Agreement.

## **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. HANDS 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, HANDS is required to provide information about its activities in order for the City to comply with its responsibility under 24 CFR Part 58. If applicable, HANDS shall submit to the City the names and addresses of each client, the proposed activity, and an estimate of cost of the work to be undertaken at least forty-five

(45) days prior to commencement of work. HANDS also agrees to assist the City in addressing environmental issues that may arise during the City's review process.

2. **Environmental Protection.** HANDS 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.** HANDS 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, HANDS agrees to comply with all relevant and applicable provisions of 24 CFR §570.605 concerning the National Flood Insurance Program. HANDS agrees that if any portion of the any property improved in connection with this Program is located in a special flood hazard area that flood insurance will be required by the City and must be provided by the HANDS.

5. **Lead-Based Paint.** Lead-based paint is prohibited in the construction or rehabilitation of any properties assisted under this Agreement. HANDS 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. HANDS shall maintain records demonstrating compliance with these requirements.

6. **Historic Preservation.** HANDS 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. In general, this requires concurrence from the State Historic Preservation Officer for

all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list. HANDS 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.) HANDS's failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including, but not limited to, 24 CFR Parts 570 or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
  - b.) HANDS's failure to comply with any of the terms contained in this Agreement and such failure continues for a period of five (5) days following notice thereof given by the City to HANDS;
  - c.) HANDS's failure to fulfill in a timely and proper manner its obligations under this Agreement;
  - d.) HAND's ineffective or improper use of funds provided under this Agreement;
  - e.) submission by HANDS at any time of any material representation in any certification, report or communication the City that is determined by the City to be false, incomplete, misleading, or incorrect in any material manner;
  - f.) HANDS's failure to disclose to the City, upon demand, the name of all persons with who HANDS has contracted or intends to contract with for the construction or management of any portion of the Program, including contracts for services and/or labor; or
  - g.) if any other default occurs under any of the grant documents executed by HANDS in connection with this grant by the City (herein the "Grant Documents") which is not elsewhere specifically addressed herein and such default is not cured within the applicable cure period set forth in the grant documents, or if there is no cure period set forth, then within five (5) days following the date of notice to HANDS thereof.

Notwithstanding any of the forgoing provisions to the contrary, if HANDS 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. **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.

3. **Remedies for Non-compliance.** If HANDS fails to comply with Federal statutes, 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 Program or program;
- (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.

4. **Remedies/ Suspension and Termination.** HANDS and the City will comply with the noncompliance and termination provisions in 2 CFR Part 200. 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 HANDS 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. 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, HANDS shall also forfeit to the City all unexpended monies awarded under the Agreement. HANDS 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 HANDS in which case HANDS 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 HANDS 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, HANDS 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.

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

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

2. **Environmental Indemnification.** HANDS shall indemnify and hold the City harmless from any claim arising from, or in any way related to, the environmental condition of the Program, 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 Program. 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 Program by the City and HANDS hereby recognizes and acknowledges that the City is not an owner or manager of the Program and does not exert any control thereupon. Notwithstanding anything herein to the contrary, this indemnification provision shall survive the termination of this Agreement.

3. **Insurance.** Without limiting HANDS's indemnification, HANDS 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 HANDS'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 by Subrecipient 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, HANDS 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 which must be secured are:

1. Commercial General Liability Insurance. HANDS shall obtain commercial general liability insurance to include, but not be limited to bodily injury and property damage coverage. The policy's limit liability amount shall not be less than Five Hundred Thousand Dollars (\$500,000) per person/per occurrence for bodily injury to, or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.
2. Workers' Compensation Coverage. HANDS shall provide Workers' Compensation insurance for all of its employees in an amount and with coverage to meet all requirements of the laws of the State of Florida.
3. Flood Insurance. HANDS shall obtain flood insurance as required under applicable HUD regulations.
4. Business Automobile Liability Insurance. HANDS shall obtain automobile liability insurance coverage in the minimum amount of Five Hundred Thousand Dollars (\$500,000) per occurrence for BI/PD, including owned, hired and non-owned vehicles regardless of number of passengers transported.
5. Employee Fraud Insurance. HANDS shall carry 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.
6. Bonding and Insurance requirements. HANDS shall also comply with the bonding and insurance requirements of 2 CFR §200.325.

## **SECTION 8: MISCELLANEOUS PROVISIONS**

1. **Assignment.** HANDS 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 HANDS or any of the homeowners 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 HANDS. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as HANDS is an independent contractor. HANDS 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 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. Jill McReynolds, Executive Director  
Housing and Neighborhood Development Services of Central Florida, Inc.  
1707 Orlando Central Parkway, Ste. 350  
Orlando, Florida 32809

7. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Program 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 \_\_\_\_\_, 2017.

(SEAL)

**CITY OF ORLANDO**

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

ATTEST:

\_\_\_\_\_  
Orlando City Clerk

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING CDBG AGREEMENT BETWEEN THE CITY OF ORLANDO AND HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC. was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**HOUSING AND NEIGHBORHOOD  
DEVELOPMENT SERVICES OF CENTRAL  
FLORIDA, INC.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Executive Director /President/CEO

\_\_\_\_\_  
Date

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

STATE OF FLORIDA  
COUNTY OF ORANGE

THE FOREGOING CDBG AGREEMENT BETWEEN THE CITY OF ORLANDO AND HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA, INC. was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ of Housing and Neighborhood Development Services of Central Florida, Inc., a Florida non-profit corporation. They ☐ are personally known to me or ☐ have produced \_\_\_\_\_ as identification.

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

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

My Commission Expires: \_\_\_\_\_

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

\_\_\_\_\_, 2017.

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

## **EXHIBIT “A”**

### **STANDARDS OF ELIGIBILITY**

**PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES AS ESTABLISHED BY THE U.S.  
DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT (HUD) 2016**

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

## **EXHIBIT “B”**

### **GENERAL PROGRAM REQUIREMENTS**

Subrecipient shall operate the Housing Counseling Services Program funded through the City's Community Development Block Grant Program according to the following guidelines:

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

2. Subrecipient 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 in accordance with 2 CFR Part 200.

3. Subrecipient'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 Department. Cash receipts and expenditures from other sources must be accounted for separately from CDBG funds; therefore, if Subrecipient maintains a common account for both CDBG and other funds, the accounting system must provide for the clear and easy identification of CDBG funds.

4. 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 CDBG Program employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- d. Attendance Records – Attendance records (individual time sheets) shall be maintained for all personnel paid with CDBG funds that are involved in operating the Subrecipient Program. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. Daily attendance records must support budgetary charges for payroll purposes.
- e. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. 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 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 Department 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 – HUD considers State purchasing regulations to be the acceptable standard for purchasing practices. Purchasing practices shall be at the very least in accordance with 2 CFR Part 200. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Subrecipient is obligated to conform to the more restrictive practices and procedures. It is recommended that Subrecipient use a formal pre-numbered purchase order system where possible and applicable. If a bidding procedure is not used, Subrecipient must provide documentation indicating how all vendors, contractors, minority and/or women owned businesses are given an opportunity to participate.
  - h. Inventories – Subrecipient, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.
  - i. Property Records – Subrecipient is required to maintain formal subsidiary records to control all CDBG program Program property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year.
5. Subrecipient, as a City CDBG 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 Program site, shall be readily accessible to the City's Housing Department staff, U.S. Department of Housing and Urban Development officials and others who may be authorized to examine such records. Subrecipient 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 “C”**

**SCOPE OF SERVICES/BUDGET**

Marketing - (Marketing search, creation of postcards, mass mailings)	\$7,600
Application Process - (Applications, local outreach, review of applications, selection of clients, housing needs survey)	\$6,528
Group Mass Meetings in Neighborhood - (Materials, facilitator fees)	\$2,400
Individual Counseling of 60 Clients - (Credit reports, client intake, private counseling)	\$23,700
<b>TOTAL</b>	<b>\$40,228</b>

**EXHIBIT “D”**  
**Reporting Schedule**

A. Subrecipient shall submit an annual status report to the City’s Housing and Community Development Department no later than October 31, 2017 which services assisted through the Community Development Block Grant Program have been provided. Failure to provide the annual status report by the prescribed date will trigger a withholding of payment of subsequent reimbursements.

B. Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include client name, address, number of persons in the household and household income. Such information shall be made available to City and/or HUD monitors or their designees for review upon request. Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City’s or Subrecipient responsibilities with respect to services provided under this contract, 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. By October 31, 2017 Subrecipient shall submit client demographic data on the form provided in **Exhibit “F”**.

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

E. Prior to the annual status reporting dates, events may occur which have significant impact upon the Program. In such cases, Subrecipient shall inform the City’s Housing and Community Development Department as soon as the following types of conditions become known:

1. Problems, delays or adverse conditions, which may materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of Program work units by established term periods. This disclosure shall be accompanied by a statement of the assistance needed to resolve the situation.
2. Favorable development or events, which will enable meeting time schedules and goals sooner than anticipated or producing more work units than originally Programed.

**Method of Payment:**

Payments under the Program shall be made on the basis of completed services and submission of documentation as outlined in this Agreement between the City and Subrecipient. Subrecipient shall submit monthly requests for reimbursement to the City’s Housing and Community Development Department in accordance with the following:

1. The City's Housing and Community Development Department shall authorize the reimbursement of Subrecipient for actual expenditures outlined in the scope of services and budget as expressed in **Exhibit "C"** of this Agreement, except that the Housing and Community Development Division Manager, or her designee, may approve a variance with regard to variable costs.
2. Expenses incurred by Subrecipient will not be authorized for reimbursement by the City's Housing and Community Development Department if such expenses cannot be documented by receipts, invoices or other appropriate information. Furthermore, all requests for reimbursement submitted by Subrecipient to the City's Housing and Community Development Department shall not be reimbursable by the City if such expenditures were not expended directly for the provision of services and activity delivery costs to benefit low and moderate-income persons in accordance with this Agreement.
3. Provided that the reimbursement requests are complete and undisputed, the City's Housing and Community Development Department shall authorize reimbursement of approved Program expenditure requests within thirty (30) days of receipt of such requests.
4. The monthly reimbursement requests shall include:
  - a. Name and address of each client receiving services.
  - b. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and checks in payment.
  - c. Brief description of services undertaken during the month for which reimbursements are being requested.
  - d. Total cost of services
  - e. Timesheets showing tenths of hours where work has been done by Subrecipient and staff and requested for reimbursement under this Agreement.
  - f. If applicable, if outside contractors have done the work, submit the contractor's invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the Program.

**EXHIBIT "E"**  
**CITY OF ORLANDO**  
**HOUSING COUNSELING REQUEST FOR PAYMENT**

**SUBRECIPIENT INVOICE**  
**(Request for Payment)**

Date:

Payee/Subrecipient:		
Billing Address:		
City/State/Zip:		
Program/Project:		
Grant/Funding Source:	Invoice #	/ Contract #:

Description of reimbursement activity(ies) including time period activities were executed:

By signing this report, I certify to the best of my knowledge and belief that the request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Award:	<div style="border: 1px solid black; height: 15px;"></div>	
Balance:	<div style="border: 1px solid black; height: 15px;"></div>	Authorized Payee Representative Signature
Reimbursement Request:	<div style="border: 1px solid black; height: 15px;"></div>	
Project Ending Balance:	<div style="border: 1px solid black; height: 15px;"></div>	Print Name and Position

**SECTION BELOW TO BE COMPLETED BY CITY OF ORLANDO**

I certify that all grant requirements for this payment have been met and request reimbursement.

Housing Coordinator Signature	Program Manager Signature
Housing Coordinator Print Name / Date	Program Manager Print Name / Date
<b>Accounting Use Only</b>	
Supplier Invoice #:	GL Code:

Fiscal Manager Signature	Division Manager Signature
Fiscal Manager Print Name / Date	Division Manager Print Name / Date

**CITY OF ORLANDO  
HOUSING ASSISTANCE APPLICATION  
HOUSING COUNSELING SERVICES PROGRAM  
(FY 2016-2017)**

**Agency:**

**Effective Date:**

**A. Recipient Information**

- a. ☐ Homebuyer  
b. ☐ Current Homeowner

**B. Services Provided**

- ☐ Pre-Purchase Counseling    ☐ Mortgage Default

**C. Household Information**

Member	Name of All Household Members	Relationship	Age
1 (self)			
2			
3			
4			
5			
6			

**D. Assets:** All household members including minors

Member	Asset Description	Cash Value	Income from Assets
1 (self)			
2			
3			
4			
5			
6			
Total Cash Value of Assets D(a)		\$	
Total Income from Assets		D(b)	\$
If line D(a) is greater than \$5,000, multiply that amount by the rate specified by HUD (applicable rate <u>2.0 %</u> ) and enter results in D(c), otherwise leave blank.		D(c)	\$

E. **Anticipated Annual Income:** Includes unearned income and support paid on behalf of minors.

Member	Wages / Salaries (include tips, commission)	Benefits / Pensions	Public Assistance	Other Income	Asset Income
1					Greater of box D(b) or box D(c), above, in box E(e) below)
2					
3					
4					
5					
6					
	E(a)	E(b)	E(c)	E(d)	E(e)
Totals	\$	\$	\$	\$	\$

Enter total of items E(a) through E(e). This amount is the <b><u>Annual Anticipated Household Income</u></b>	\$
---	----

**EXHIBIT F**

**Community Development Block Grant Accomplishment Report**

**Activity Name:** \_\_\_\_\_ **IDIS Activity ID:** \_\_\_\_\_

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

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

[Click here to enter narrative.](#)

**Accomplishments**

Activity Type	Outcomes
4 - Households (General)	

**Direct Benefit Data by Households**

**Race/Ethnicity**

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

**Income Levels**

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

**Of the Total Households, Number of:**

	Number of Households
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) Served	

**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 attach 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

	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
11					Select Race	Select	Select	Select
12					Select Race	Select	Select	Select
13					Select Race	Select	Select	Select
14					Select Race	Select	Select	Select
15					Select Race	Select	Select	Select

\* Select from Dropdown Options

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

President/Executive Director/Board Chair (Print Name/Title): \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**Exhibit “F-1”  
PERSONNEL ACTIVITY REPORT**

<b>Employee's Name:</b>									
<b>Employee's Title:</b>									
<b>Week of:</b>		<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Total</b>
<b>Time allocation</b>									
<b>Description of Program Duties:</b>									
<b>Week of:</b>		<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Total</b>
<b>Time allocation</b>									
<b>Description of Program Duties:</b>									
<b>Week of:</b>		<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Total</b>
<b>Time allocation</b>									
<b>Description of Program Duties:</b>									
<b>Week of:</b>		<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Total</b>

<b>Time allocation</b>									
<b>Description of Program Duties:</b>									
<b>Week of:</b>		<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Total</b>
<b>Time allocation</b>									
<b>Description of Program Duties:</b>									
<b>For the month of:</b> _____  <b>Employee's Signature:</b> _____  <b>Supervisor's Signature:</b> _____									

## **EXHIBIT "G"**

### **EQUAL OPPORTUNITY STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE – CONSTRUCTION OVER \$10,000**

A. Equal Opportunity Clause:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by on or behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

**EXHIBIT "H"**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

**ATTEST:**

**Housing and Neighborhood Development Services  
of Central Florida, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_  
Executive Director

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

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

## **EXHIBIT “I”**

### **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 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:** Housing and Neighborhood Development Services of Central Florida, Inc.

**Program Name:** Community Development Block Grant

**Grant :** Housing Counseling Services

**Date:** June 1, 2017 through September 30, 2017

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):

1707 Orlando Central Parkway, Ste. 350  
Orlando, Florida 32809

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

**ATTEST:**

\_\_\_\_\_

Date

**Housing and Neighborhood Development Services  
of Central Florida, Inc.**

By: \_\_\_\_\_  
Executive Director

## **EXHIBIT “J”**

### **CERTIFICATION REGARDING POLICY PROHIBITING USE OF EXCESSIVE FORCE**

In accordance with section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), the City of Orlando, Florida certifies that:

It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

NOTE: This certification does not require Subrecipient to adopt a policy regarding excessive force. It is included for informational purposes only.

## EXHIBIT “K”

### **AFFIDAVIT**

#### Federal Funding Accountability and Transparency Act (FFATA )

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

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

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants. Specifically, the Transparency Act’s section 2(b)(1) requires the City to provide the following information about each Federal award:

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

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

I read and understand the information provided above.

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

*(please check one of the following)*

\_\_\_\_\_ I attest that \_\_\_\_\_ (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity 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 \_\_\_\_\_ (agency  
name) and is personally known to me or has produced \_\_\_\_\_ as identification.

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

**EXHIBIT “L”**

**REQUIRED SUBRECIPIENT INFORMATION**

1. Subrecipient name (which must match registered name in DUNS):  
Housing and Neighborhood Development Services of Central Florida, Inc.
2. Subrecipient’s DUNS number (see §200.32 Data Universal Numbering System (DUNS) number): 803914852
3. Federal Award Identification Number (FAIN): B-16-MC12-0015
4. Federal Award Date (see §200.39 Federal award date): 11/3/2016
5. Subaward Period of Performance Start Date and End Date: 10/01/2016 to 09/30/2017
6. Amount of Federal Funds Obligated by this activity: \$ 40,228
7. Total Amount of Federal Funds obligated to subrecipient: \$ 40,228
8. Total Amount of the Federal Award: \$ 1,802,292
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):  
Parramore Homebuyer’s Club is a program designed to assist individuals improve their creditworthiness. HANDS will market the program to Parramore residents, both previous residents who have been displaced and current residents, and conduct a housing survey to identify the housing needs of the community. Counselors will analyze the clients’ credit report and identify strategies that may help to improve the clients’ credit rating. Club will conduct 2 mass meetings and individual counseling sessions. Program anticipates serving approximately 60 low and moderate clients in the Parramore area.
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, 7<sup>th</sup> Floor, Orlando, FL, 32802; 407.246.3326
11. 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:  
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