

**EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM
AGREEMENT BETWEEN THE CITY OF ORLANDO AND
THE SALVATION ARMY, INC.
(Emergency Shelter)**

THIS AGREEMENT is entered into by and between the **City of Orlando**, a Florida municipal corporation (hereinafter referred to as the “City”) with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, and **The Salvation Army**, a nonprofit corporation organized under the laws of the State of Georgia, with a principal address of 1424 Northeast Expressway NE, Atlanta, GA 30329-2018 (hereinafter referred to as “Salvation Army” or “Subrecipient”)

WITNESSETH:

WHEREAS, pursuant to the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (“HEARTH”), the United States Department of Housing and Urban Development (“HUD”) has designated the City as a grantee of the revised Emergency Solutions Grants Program (“ESG”) and has allocated ESG funds to the City in furtherance of its goal of preventing homelessness for all of the citizens in the City of Orlando; and,

WHEREAS, the **Salvation Army** wishes to provide services and assistance to individuals and families who are homeless or who are at-risk of becoming homeless, and if not for this assistance would be homeless; and

WHEREAS, the **Salvation Army** participated in the City's Request for Proposal process and the City accepted its proposal for assistance, and awards the sum of Thirty Thousand Dollars and No Cents (\$30,000.00) for eligible activities in accordance with 24 CFR Part 576, Subpart B.

NOW THEREFORE, in consideration of the promises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the **Salvation Army** agree as follows:

SECTION 1: USE OF ESG FUNDS

1. Incorporation of Recitals: The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. Scope of Services/Funding: Under the terms and conditions of this Agreement, the City has allocated a subaward to the **Salvation Army** in the amount of Thirty Thousand Dollars and No Cents (\$30,000.00) in FY 2018-2019 ESG funds to carry out eligible activities as described in 24 CFR Part 576, Subpart B, and therefore continue to provide assistance and services to those individuals who are homeless or who are at-risk of becoming homeless, and if not for this assistance would be homeless, as defined in 24 CFR §576.2. Pursuant to 2 CFR §200.331, the required subaward information is attached hereto as **Exhibit “H”**. The **Salvation Army** shall carry out those eligible activities according to the Budget, which is attached hereto and made a part hereof as **Exhibit “A”**. No modification, amendment, alteration or change is to be made to the scope or intent of this Agreement, nor to the expenditure category indicated in **Exhibit “A”**.

The City may require a more detailed budget breakdown than the Budget attached hereto, and the **Salvation Army** shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the City. The City may also require changes in line items, or approve other budgetary changes within the total award amount. Any supplementary budget information or budget changes must be approved in writing by the Housing Director and Housing and Community Development Manager, or designee. The **Salvation Army** shall use these ESG funds for eligible expenses permitted under the Budget as permitted under the ESG regulations set forth in 24 CFR Part 576. The **Salvation Army** acknowledges that it is responsible for expenses that exceed the total award amount and agrees that any funds not used in accordance with permitted ESG regulations and the Budget must be repaid to the City.

3. Match: The **Salvation Army** shall comply with the match-funding requirement as set forth in 24 CFR §576.201.

4. Payment Procedures/Reimbursement of Funds: This is a cost reimbursement agreement. Reimbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in the Budget, attached hereto as **Exhibit "A"** and for which the **Salvation Army** has made payment. Upon compliance with the terms of this Agreement, the City will reimburse funds to the **Salvation Army** only after completion of the work and after receipt and approval by appropriate City personnel of the invoices. Invoices shall be submitted in Zoomgrants no more frequently than once a month and shall be in accordance with the Budget attached hereto as **Exhibit "A"**, specifying the services performed and expenses incurred. All invoices must be accompanied by adequate billing documentation of payment for eligible expenses which are to be uploaded in Zoomgrants (i.e. personnel activity reports, pay stubs, payroll records, copies of cancelled checks, and time sheets) and other supporting documentation the City may request. Failure by the **Salvation Army** to provide invoices in a timely, complete and error-free manner shall reflect on the administrative performance rating of the **Salvation Army** for subsequent funding awards. It is anticipated that the City will provide payment to the **Salvation Army** within thirty (30) days from the date of receipt of proper invoices. Invoices that are incomplete or that fail to include the necessary supporting documentation may result in delay and or possible denial of payment.

No interest shall be earned on ESG proceeds. All invoices submitted in Zoomgrants must be signed by an authorized signatory of the **Salvation Army** and certified in accordance with 24 CFR §200.415. Notwithstanding anything to the contrary in this Agreement, the City also reserves the right to request and approve documentation supporting any invoice to verify the reasonableness and validity of such costs. The absolute maximum amount that shall be paid to the **Salvation Army** under this Agreement is Thirty Thousand Dollars and No Cents (\$30,000.00). In the event that the City of Orlando or HUD determines that any ESG monies have been wrongfully paid, the **Salvation Army** agrees to refund such money to the City so that the City may refund it to HUD.

5. Return of Funds. The **Salvation Army** shall return to the City any over payments due to unearned funds or activities disallowed pursuant to this Agreement. The **Salvation Army** shall return any overpayment to the City within thirty (30) days after discovery by the **Salvation Army** or within fifteen (15) days after notification by the City.

6. Term: Unless earlier terminated, this Agreement shall be in effect for the period commencing October 1, 2018 and terminate on September 30, 2019. Costs may not be incurred after September 30, 2019 without written amendment to this Agreement. Notwithstanding anything herein to the contrary, the **Salvation Army's** obligations to the City shall not end until all closeout 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 the **Salvation Army** remains in control of ESG funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Agreement.

SECTION 2: GENERAL TERMS AND CONDITIONS

1. Applicable Laws: The **Salvation Army** agrees to abide by any and all applicable federal or state laws, statutes, local ordinances, rules and regulations, whether presently existing or hereafter promulgated. The **Salvation Army** agrees to comply with all applicable provisions and regulations of the ESG Program contained in 24 CFR Part 576 and other HUD regulations, as amended from time to time, whether set forth herein or not and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. The **Salvation Army** shall also comply with the ESG eligibility requirements, a copy of which is attached hereto and made a part hereof as **Exhibit "B"**.

2. OMB Circulars: The **Salvation Army** shall comply with the requirements of 2 CFR Part 200.

3. Audits: The **Salvation Army** shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and 2 CFR Part 200, Subpart F as applicable. In accordance with 2 CFR §200.510, the **Salvation Army** shall prepare financial statements and schedule of expenditures of federal awards. The **Salvation Army's** annual financial statement shall be prepared by an actively licensed public accountant who is obtained in accordance with the procurement standards at 2 CFR §200.317-§200.326. This financial statement shall be provided to the City within ninety (90) days of the end of its operating year. The **Salvation Army** also agrees to allow the City's Internal Audit and Evaluation Department to conduct any audits the City feels necessary at any time during the term of this Agreement or while the **Salvation Army** is responsible for any ESG funds.

4. Records and Reports: In accordance with the requirements set forth in 2 CFR Part 200, 24 CFR §576.107, and 24 CFR §576.500, the **Salvation Army** shall maintain separate and distinct financial records of its accounts, operations, and other documentation that adequately identify the source and application of the ESG funds. The **Salvation Army** shall keep orderly and complete records of its accounts and operations and shall keep these records open to inspection by the City and HUD personnel at reasonable hours during the entire term of this Agreement, plus five (5) years after the date of the final request for payment in accordance with 2 CFR §200.333 and 24 CFR §576.500. However, if any litigation, claim, or audit is commenced prior to the expiration of said five (5) year period, the records shall be maintained until all litigation, claims, or audit findings involving the ESG records have been resolved. Any person duly authorized by

the City or HUD shall have full access to and the right to examine any of the said records during said period.

The **Salvation Army** shall enter all client data describing demographics, eligibility and financial assistance, including the number of individuals and families that were served, into the Homeless Management Information System (HMIS). Data must be entered, at a minimum, on a weekly basis. This data will be collected by the HMIS Lead agency on a monthly basis via the HMIS monthly status report. The **Salvation Army** shall provide the City's Housing and Community Development Department with quarterly and annual reports concerning the progress made on the project in the form attached hereto as **Exhibit "C"** to the City by the fifteenth (15th) calendar day of the month following the end of the quarter for March, June, September, and December. The report shall include the following information:

- Households Verification of Homelessness
- Households by Gross Monthly Income
- Households by Gender and Age
- Households by Race/Ethnicity
- Households Housing Units
- Households Receiving Housing Assistance/Support Services
- Household Ending Destination
- Any Other Data Points as required by HUD

In addition, if ESG funds are being used for personnel, the **Salvation Army** shall submit a personnel activity report, for personnel activities including but not limited to duties performed and time allocated in such forms provided by the City.

The **Salvation Army** shall also submit an annual report on the form provided in **Exhibit "C"**. Annual reports are due by October 15, 2019 for activities conducted during the preceding year (Example: October 1, 2018 – September 30, 2019). Additional reports may be requested by the City throughout the year. The **Salvation Army** must maintain records documenting the total number of clients and the unique identifier of clients to whom services were provided, the type of services and/or actual services performed and the date(s) on which such services were provided, so that an audit trail documenting services is available.

5. Monitoring and Inspections/Access to Records: In accordance with 2 CFR §200.336, 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 activity 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 the **Salvation Army'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 the **Salvation Army'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.

The **Salvation Army** shall monitor the progress of the activity covered by this Agreement and shall submit appropriate reports to the City. The City shall monitor the **Salvation Army's** performance and financial and programmatic compliance. The **Salvation Army** shall allow on-site monitoring of the facility 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 ESG regulations and this Agreement. The **Salvation Army** 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. This section shall survive termination of this Agreement.

6. Termination of Assistance: The **Salvation Army** shall develop and maintain a formal process in accordance with 24 CFR §576.402, whereby if an individual or family who receive assistance from the **Salvation Army** violates program requirements, the **Salvation Army** may terminate assistance in accordance with the formal process established by the **Salvation Army**. The formal process shall recognize the rights of individuals affected which, at a minimum, must include written notice of the termination and a hearing.

7. Uniform Administrative Requirements and Cost Principles. The **Salvation Army** shall comply with 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. The **Salvation Army** 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, the **Salvation Army** shall comply with whatever guidance HUD requires. The **Salvation Army** 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 in accordance with 2 CFR Part 200, if such plan is required.

8. Non-Discrimination and Equal Opportunity: In accordance with 24 CFR §576.407, the **Salvation Army** shall maintain records showing compliance with all applicable fair housing and civil rights requirements in 24 CFR §5.105(a). The **Salvation Army** shall not discriminate against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, actual or perceived sexual orientation, gender identity, disability, or familial or marital status in the performance of this Agreement. The **Salvation Army** shall comply with the following: a) the Fair Housing Act (42 U.S.C. §3601-3619) and implementing regulations at 24 CFR Part 100 et. seq.; b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) and implementing regulations at 24 CFR Part 107 (Equal Opportunity in Housing Programs); c) Title VI of the Civil Rights of 1964 (42 U.S.C. §§2000d - 2000d-4) and implementing regulations at 24 CFR Part 1 (Nondiscrimination

in Federally Assisted Programs; d) the Age Discrimination Act of 1975 (42 U.S.C. §§6101 - 6107) and implementing regulations at 24 CFR Part 146; e) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations at 24 CFR Part 8 for purposes of the ESG program, the term "dwelling units" in 24 CFR Part 8 shall include sleeping accommodations; f) Title II of the Americans With Disabilities Act (42 U.S.C. §12101), et. seq. and 28 CFR Parts 35 and 36; g) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701u) and implementing regulations at 24 CFR Part 135, except homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c); h) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, and implementing regulations at 41 CFR Part 60 (Equal Employment Opportunity Programs); i) Executive Order 11625, as amended by Executive Orders 12007 (Minority Business Enterprises); j) Executive Order 12432 (Minority Business Enterprise Development); and k) Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise).

It is expressly understood that, upon the event of discrimination based on any of the foregoing regulations, and upon the City's receipt of evidence of such discrimination, the City shall have the right to immediately terminate this Agreement.

9. Equal Access: The **Salvation Army** shall comply with access requirements set forth in 24 CFR §5.106 and shall maintain records showing compliance with this provision for a period of five (5) years in accordance with 24 CFR §5.106(d).

10. Affirmative Marketing/Outreach: The **Salvation Army** shall comply with the provisions set forth in 24 CFR §8.6, 24 CFR Part 5, the Americans with Disabilities Act (42 U.S.C. §§12101-12213), and implementing regulations at 24 CFR part 35 and Part 36, as applicable. The **Salvation Army** shall adopt procedures to ensure that all persons who qualify for assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or disability know of the availability of the ESG Program, including facilities and services accessible to persons with a disability, and maintain evidence of implementation of the procedures. Also, in accordance with Title VI and Executive Order 13166, the **Salvation Army** shall take reasonable steps to ensure meaningful access to the ESG Program for limited English proficiency (LED) persons. The **Salvation Army** shall also comply with the City's affirmative marketing procedures.

11. Religious Organizations: In accordance with 24 CFR §576.406, the **Salvation Army** shall comply with the requirements set forth in 24 CFR §5.109.

12. Conflict of Interest: In the procurement of supplies, equipment, construction and services, the **Salvation Army** shall comply with the conflict of interest rules in 2 CFR Part 200. The **Salvation Army** 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 the **Salvation Army** 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 the **Salvation Army**. If the **Salvation Army** has a parent, affiliate, or subsidiary organization, the **Salvation Army** must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR Part 200, the **Salvation Army** shall comply with the conflict of interest provisions contained in 24 CFR §576.404. Although this summary does not intend to replace §576.404, essentially this rule states that no person who exercises or have exercised any functions or responsibilities with respect to activities assisted with ESG 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 ESG 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 or for one year thereafter. The “persons” covered in §576.404 include employees, agents, consultants officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of subrecipients (the **Salvation Army**) that are receiving ESG funds. The **Salvation Army** shall also keep records supporting requests for waivers of conflicts.

The **Salvation Army** will disclose in writing any potential conflict of interest to the City. By executing this Agreement, the Subrecipient covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Agreement or any other interest which would conflict in any manner with this Agreement or the performance of the this Agreement.

Also, in accordance with 24 CFR §576.404, the provision of ESG assistance may not be conditioned on an individual’s or family’s acceptance or occupancy of emergency shelter or housing owned by the City or the **Salvation Army**, or a parent or subsidiary thereof. The **Salvation Army** shall not, with regard to individuals or families occupying housing owned by the **Salvation Army**, or by any parent or subsidiary thereof, conduct the initial evaluation required under §576.401 or administer homelessness prevention assistance under §576.103.

13. Environmental Review: In accordance with 24 CFR §576.407, the **Salvation Army** shall not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for an ESG project, or commit or expend ESG funds for eligible activities, until HUD has performed an environmental review under 24 CFR Part 50 and the City has received HUD approval of the property. The **Salvation Army** shall assist the City in its compliance with environmental review requirements pursuant to 24 CFR Part 50 by providing required information as requested by the City.

14. Displacement and Relocation: The **Salvation Army** shall comply and assist the City in complying with the provisions of 24 CFR §576.408, “Displacement, relocation, and acquisition.”

15. Disclosure and Lobbying: The **Salvation Army** shall comply with the restrictions on disclosure and lobbying contained in 31 U.S.C. §1352 and implementing regulations at 24 CFR

Part 87 and shall execute the Certificate Regarding Lobbying, as attached hereto and incorporated herein by reference as **Exhibit "D"**.

16. Debarred, Suspended or Ineligible Contractors: The **Salvation Army** shall comply with the debarment and suspension requirements set forth in 24 CFR §5 and 24 CFR §24. The **Salvation Army** shall not enter into a contract with any person, the **Salvation Army** 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 the **Salvation Army** has entered into a contract or subcontract with a debarred or suspended party, no ESG funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor.

17. Lead Based Paint: The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and implementing regulations at 24 CFR Part 35, subparts A, B, H, J, K, M, and R shall apply to all shelters assisted under the ESG program and all housing occupied by program participants.

18. Habitability Standards: The **Salvation Army** shall comply with the requirements set forth in 24 CFR §576.403. If the **Salvation Army** is providing rental assistance with ESG funds, the **Salvation Army** shall conduct initial and follow-up inspections of housing units into which a program participant will be moving. Units must be inspected on an annual basis and upon a change of tenancy in accordance with the minimum habitability standards attached hereto as **Exhibit "E"**.

19. Drug Free Workplace: The **Salvation Army** shall comply with the Drug Free Workplace Act of 1988 (41 U.S.C. §701, et. seq.) and HUD's implementing regulations at 24 CFR Part 2429, and agrees to complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "F"** and incorporated by reference herein and made a part of this Agreement. The **Salvation Army** will complete this Certification and a copy shall be kept in the files of each of the parties of this Agreement.

20. Confidentiality: The **Salvation Army** shall develop, implement, and maintain written procedures to ensure the confidentiality of records pertaining to any individual(s) assisted with ESG funds under this Agreement, and that the address or location of any assisted housing will not be made public.

21. Registration and Accountability: The **Salvation Army** agrees to comply with 2 CFR Parts 25 and 170, and 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. The **Salvation Army** shall also complete and sign the Federal Funding Accountability and Transparency Act ("FFATA") Affidavit attached hereto as **Exhibit "G"** in conjunction with its execution of this Agreement, and provide any supporting documentation if required.

22. Training: The **Salvation Army** shall attend any training sessions, including but not limited to, in-person seminars, webinars, etc...that the City requires.

23. Housing Counseling. The **Salvation Army** agrees that any housing counseling, as defined in 24 CFR §5.100, that is funded with or provided in connection with ESG funds must be carried out in accordance with 24 CFR §5.111.

24. VAWA Protections. The **Salvation Army** agrees that all eligibility and termination decisions that are made with respect to ESG rental assistance must comply with the requirements set forth in the Violence Against Women Act of 2013 as provided in 24 CFR Part 5, Subpart L and 24 CFR §576.409.

SECTION 3: DEFAULTS AND REMEDIES

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

(a) If the **Salvation Army** fails to comply with any regulations governing ESG awards, including, but not limited to, 24 CFR Part 576 or fails to comply with any of the terms contained in this Agreement or documents executed in connection therewith, and such failure continues for a period of fifteen (15) days following notice thereof given by the City;

(b) If the **Salvation Army** fails to provide services to the homeless as described herein or fails to file its report on serving the homeless in the manner set forth herein and the attached exhibits;

(c) If at any time any material representation made by the **Salvation Army**, or any service provider, in any certification or communication submitted by the **Salvation Army** to the City in an effort to induce the making of this grant or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner;

(d) If the **Salvation Army** does not disclose to the City upon demand the name of all persons with whom the **Salvation Army** has contracted or intends to contract with or provides services to, including contracts for services and/or labor and;

(e) If any other default occurs under any of the grant documents executed by the **Salvation Army** 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 fifteen (15) days following the date of notice to the **Salvation Army** thereof; and

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

2. Remedies for Non-compliance. If the **Salvation Army** 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 project 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.

3. Suspension and Termination: The **Salvation Army** 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 the **Salvation Army** 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 under statutory law, equity or under common law. If the City terminates this Agreement, the **Salvation Army** shall also forfeit to the City all unexpended monies awarded under the Agreement. The **Salvation Army** may also be required to refund all ESG funds awarded by the City.

In accordance with 2 CFR §200.339, the City can terminate the Agreement with the consent of the **Salvation Army** in which case the **Salvation Army** 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 the **Salvation Army** 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, the **Salvation Army** remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

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

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

SECTION 4: INDEMNIFICATION AND INSURANCE

1. Indemnification: The **Salvation Army** shall indemnify and save the City harmless from any and all liability, claims, demands, damages, losses, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys' fees, original and on appeal, arising out of, or related in any way to, or in any way connected with the performance of the Agreement by the **Salvation Army** or because of or due to the existence of the Agreement itself.

2. Insurance: The **Salvation Army** shall have in force the following insurance coverage, if applicable, each of which shall contain a provision which forbids any cancellation, changes or material alterations without prior written notice to the City at least thirty (30) days in advance, and will provide Certificates of Insurance to the City prior to commencing operations under the Agreement to verify such coverage:

(a) Workers' Compensation – the **Salvation Army** shall provide Workers' Compensation Coverage for all employees and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$100,000.00 for Employer's Liability.

(b) Commercial General Liability – the **Salvation Army** shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than Five Hundred

Thousand Dollars (\$500,000.00) combined single limit bodily injury and property damage, or its equivalent.

(c) Commercial Automobile Liability – the **Salvation Army** shall provide coverage for all owned, non-owned and hired vehicles utilized in the performance of this Agreement for limits of not less than \$500,000.00 combined single limit bodily injury and property damage, or its equivalent.

(d) Employee Honesty Insurance – the **Salvation Army** shall provide not less than Ten Thousand Dollars (\$10,000.00) coverage limit.

SECTION 5: MISCELLANEOUS PROVISIONS

1. Entire Agreement: This Agreement contains the entire agreement between the parties. Except as set forth herein, this Agreement may only be modified in writing, signed by both of the parties hereto.

2. Severability: It is agreed by and between the parties that if any covenant, condition, or 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, condition or provisions herein contained.

3. Effective Date: This Agreement shall be effective on October 1, 2018 (herein the "Effective Date") and the **Salvation Army** may begin providing services and goods hereunder on such date.

4. Assignment: the **Salvation Army** shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

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

City: Oren Henry, Director
Housing and Community Development Department
City of Orlando
400 South Orange Avenue - 7th Floor
Orlando, Florida 32801

Subrecipient: The Salvation Army Orlando Area Command
Attn: Willis Howell, President &
Theodore Morris, Area Commander
416 West Colonial Drive
Orlando, Florida 32804

6. Compliance With All Laws: Notwithstanding anything herein to the contrary, the **Salvation Army** shall manage and administer the ESG funds consistent with and in compliance with all applicable federal, state, and local laws and regulations.

7. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS THEREOF, the parties have executed this Agreement on the _____ day of _____, 2018.

(SEAL)

CITY OF ORLANDO

By: _____
Mayor/Mayor Pro Tem

ATTEST:

Orlando City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING ESG AGREEMENT BETWEEN THE CITY OF ORLANDO AND THE SALVATION ARMY, INC., was acknowledged before me this _____ day of _____, 2018, by _____ and _____, well known to me to be the Mayor/Mayor Pro Tem and 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.

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.
_____, 2018.

Assistant City Attorney
Orlando, Florida

Signed in the presence of
Two (2) Witnesses

THE SALVATION ARMY, INC.
a Foreign non-profit corporation (Corporate Seal)

Witness: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Witness: _____

Print Name: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING ESG PROGRAM AGREEMENT BETWEEN THE CITY OF ORLANDO AND THE SALVATION ARMY, INC. was acknowledged before me this _____ day of _____ 2018, by _____, as _____ of the above-named Florida non-profit corporation. He/she personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT "A"

BUDGET

<u>Type of Services</u>	<u>Funding Amount for Service</u>
Shelter Operations	
Utilities/Maintenance/Supplies/Insurance/Phone.....	\$30,000.00
TOTAL AWARD.....	\$30,000.00

The **Salvation Army** shall spend at least one-half of the funding amounts allocated for each Type of Service listed above by the middle of the grant year during the term this Agreement. The **Salvation Army** shall comply with the following time frames provided below.

Type of Service	One-half of Funding for Service	Dates To Be Spent By (Timeframe)
Shelter Operations	\$15,000.00	March 31, 2019

EXHIBIT “B”

PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE ESG ASSISTANCE AS ESTABLISHED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

FY 2018 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
<u>Extremely Low (30%) Income Limits</u>	13,450	15,350	17,250	19,150	20,700	22,250	23,750	25,300

INCOME LIMITS - Eligible applicant must meet the income guidelines of 30% of AMI or less

1. Housing Status

The household must be either homeless or at risk of losing its housing and meet both of the following circumstances: (1) no appropriate subsequent housing options have been identified; AND (2) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

2. Eligibility Requirements for Rapid Re-housing Assistance

Rapid re-housing is available for persons who are homeless according to HUD’s definition. Individuals and families who meet one of the following criteria, along with the minimum requirements established in Section 5.1, are eligible under the rapid rehousing portion of ESG:

- Sleeping in an emergency shelter;
- Sleeping in a place not meant for human habitation, such as cars, parks, abandoned buildings, streets/sidewalks;
- Staying in a hospital or other institution for up to 180 days but was sleeping in an emergency shelter or other place not meant for human habitation immediately prior to entry into the hospital or institution;
- Graduating from, or timing out of a transitional housing program; and
- Fleeing domestic violence.

EXHIBIT “C”

Quarterly / Annual Report - ESG Activity Worksheet

ESG Rapid Re-housing and Stabilization Beneficiary Information

The numbers for the following questions are based on the number of persons served for Rapid Re-Housing and Housing Relocation/Stabilization services.

Please select the appropriate quarter for this report.

- Quarter #1 (October - December)
- Quarter #2 (January – March)
- Quarter #3 (April – June)
- Quarter #4 (July – September)

Rapid Re-Housing- Rental Assistance: Short-term

	Quarterly	Year-to-Date Served	
Households served			

Rapid Re-Housing- Rental Assistance: Medium-Term

	Quarterly	Year-to-Date Served	
Households served			

Rapid Re-Housing- Rental Assistance: Other

	Quarterly	Year-to-Date Served	
Households served			

Housing Stabilization/Financial Assistance: Identify the services and # households assisted by service in narrative:

	Quarterly	Year-to-Date Served	
Total Households served			

Households:

	Quarterly	YTD Served	Hispanic (Quarterly)	YTD
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				

Asian & White				
Black/African American & White				
Am. Indian/Alaskan Native & Black/African American				
Other Multi-Racial				
Totals				

Annual Number of Individual Households (singles)

Unaccompanied 18 and over	Male:	Female:	Totals:
Unaccompanied under 18	Male:	Female:	Totals:

Annual Number of Family Households with no Children Headed by:

Single 18 and over	Male:	Female:	Totals:
Single under 18	Male:	Female:	Totals:

Notes:

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).

Signature of President/Executive Director/Board Chair

Printed Name of President/Executive Director/Board Chair

EXHIBIT "D"

CERTIFICATE REGARDING LOBBYING

**CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS.**

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 an 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 on 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-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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 section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Printed name of Authorized Individual

Application or Contract Number

Name and address of Organization:

EXHIBIT “E”

HUD Habitability Standards for ESG

Any building for which ESG funds are used for conversion, major rehabilitation, or other renovation must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives ESG funds for shelter operations must also meet the following minimum safety, sanitation, and privacy standards:

1. **State and local requirements.** Each contractor must ensure that housing occupied by a family or individual receiving ESG assistance is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing or services.
2. **Habitability standards.** Except for less stringent variations as are proposed by the grantee and approved by HUD, housing occupied by a family or an individual receiving ESG assistance must meet the following minimum requirements:
 - a. **Structure and materials.** The structures must be structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the occupants. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
 - b. **Access.** The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
 - c. **Space and security.** Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - d. **Interior air quality.** Every room or space must be provided with natural or mechanical means of ventilation. Structures must be free of pollutants in the air at levels that threaten or harm the health of residents.
 - e. **Water supply.** The water supply must be free from contamination.
 - f. **Sanitary facilities.** Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
 - g. **Thermal environment.** The housing must have adequate heating and/or cooling facilities in proper operating condition.
 - h. **Illumination and electricity.** The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while ensuring safety from fire.
 - i. **Food preparation and refuse disposal.** All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
 - j. **Sanitary condition.** The housing and any equipment must be maintained in sanitary condition.
 - k. **Fire safety.**
 - a. Each unit must include at least one battery-operated or hard wired smoke detector, in property working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
 - b. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

EXHIBIT "F"

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS

Name of Subgrantee: **The Salvation Army, Inc.**

Grant Program Name: Emergency Solutions Grants Program

Grant Number: _____

Date: _____

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

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

Check _____ if there are workplaces on file that are not identified here.

ATTEST:

By: _____

As Its _____

Date: _____

EXHIBIT “G”

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

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

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

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

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

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

I read and understand the information provided above.

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

(please check one of the following)

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

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

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

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

Signature of President/Executive Director/Board Chair

Printed Name of President/Executive Director/Board Chair

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Affidavit was acknowledged before me this __ day of _____, 20__,
by _____ on behalf of _____ (agency
name) and is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires:

EXHIBIT “H”

REQUIRED SUBRECIPIENT INFORMATION

1. Subrecipient name (which must match registered name in DUNS): The Salvation Army, Inc.
2. Subrecipient’s DUNS number (see §200.32 Data Universal Numbering System (DUNS) number: 827897914)
3. Federal Award Identification Number (FAIN): E-18-MC-12-0015
4. Federal Award Date (see §200.39 Federal award date): _____
5. Subaward Period of Performance Start Date and End Date: 10/01/2018 to 9/30/2019
6. Amount of Federal Funds Obligated by this activity: \$30,000
7. Total Amount of Federal Funds obligated to subrecipient: \$30,000
8. Total Amount of the Federal Award: \$167,990
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Funds will pay for direct costs such as utilities, maintenance, insurance, phone, and guest supplies associated with operating The Salvation Army’s emergency shelter for women and children.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official: U.S. Department of Housing and Urban Development; City of Orlando Housing and Community Development Department; Housing and Community Development Manager; 400 S. Orange Ave, 7th Floor, Orlando, FL, 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: 14.231, Emergency Solutions Grant
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
