

HOME Investment Partnerships Program Subrecipient Housing Program Agreement Tenant Based Rental Assistance

THIS HOME Program Agreement (hereinafter referred to as the “Agreement”) is entered into on _____, 2015, by and between the **City of Orlando**, a municipal corporation with a principal address of 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter referred to as the “City”) and **The Housing Authority of the City of Orlando, Florida**, with a principal address of 390 N. Bumby Avenue, Orlando, FL 32803 (hereinafter referred to as “OHA” or “Subrecipient”).

WHEREAS, pursuant to Title II of the Cranston Gonzalez National Affordable Housing Act of 1990, as amended, the United States Department of Housing and Urban Development (“HUD”) has designated the City as a participating jurisdiction under the HOME Investment Partnerships Program (“HOME”) and has allocated HOME funds to the City in furtherance of its goal of encouraging the production of decent, safe, sanitary, and affordable housing for all of the citizens of Orlando;

WHEREAS, the Annual Action Plan included an allocation of HOME funds in the amount of **Two Hundred Twenty Thousand Dollars (\$220,000.00)** to be used for a Tenant Based Rental Assistance (TBRA) Program;

WHEREAS, the City desires to designate OHA as a Subrecipient to administer its TBRA program to provide TBRA to chronically homeless persons;

WHEREAS, to further its goal to provide funding for providing permanent housing for chronically homeless persons, the City desires to provide Subrecipient with funds to implement the City’s TBRA program;

WHEREAS, the parties desire to enter into this Agreement in order to ensure compliance with the requirements of the HOME Program and to secure other covenants and promise from Subrecipient regarding the use of these funds to benefit very low and low income persons.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the City and Subrecipient agree as follows:

SECTION 1. USE OF HOME FUNDS

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

2. **Use of HOME Funds.** Under the terms and conditions of this Agreement, the City agrees to provide the Subrecipient an amount not to exceed Two Hundred Twenty Thousand Dollars (\$220,000.00) from its federal Fiscal Year 2014-15 HOME allocation to implement and operate the City's TBRA program to provide tenant based rental assistance for permanent housing to approximately 20 low-income families who are chronically homeless, as defined by HUD. Subrecipient must utilize the funds in accordance with the City's TBRA Policies and Procedures attached hereto as **Exhibit "A"** and the Scope of Services attached hereto as **Exhibit "B"**, which includes the Subrecipient's scope of services, tasks to be performed and a schedule for completing the tasks. Subrecipient will use the proceeds in accordance with the Budget attached hereto as **Exhibit "C"**.

3. **Tenant-Based Rental Assistance.** Pursuant to 24 CFR §92.209, the City's TBRA program may provide rental assistance, including utilities, security deposit payments, and utility deposit assistance for a family, which includes individuals. However, utility deposit assistance may only be provided if this assistance is provided with the rental assistance or security deposit payment from the TBRA program. Administration of TBRA is eligible only under general management oversight and coordination at 24 CFR §92.207 (a). Subrecipient must comply with TBRA rules set forth in 24 CFR §92.209, which include:
 - a. **Low-Income families and Targeted Assistance.** Subrecipients may only provide TBRA assistance to low-income families, as defined in 24 CFR § 92.2, whose annual incomes do not exceed 80% of the median income for the Orlando Metropolitan Statistical Area (MSA) and who are chronically homeless, which determination must be provided before assistance is provided. Subrecipient must annually recertify each family's income to determine that the family remains low-income. However, Subrecipient must comply with HUD's income targeting requirements that 90% of the families receiving TBRA are families whose annual incomes do not exceed 60% of the Orlando MSA.

 - b. **Self Sufficiency Programs and Supportive Services.** TBRA recipients are not required to participate in any supportive services or self-sufficiency services. Although the City has partnered with other agencies to provide supportive services and self sufficiency programs to the chronically homeless, these services are non-mandatory and not a requirement or a condition of selection for assistance. Participation is completely voluntary. The family's failure to continue to participate in any supportive or self-sufficiency program is not a basis for terminating assistance and renewal may also not be based on the condition of participation in any program.

- c. Preferences. Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by laws listed under 24 CFR §5.105(a).
- d. Portability. Families selected for TBRA do not have to use the TBRA in the City of Orlando boundaries. The City will allow families to use the assistance outside the City's boundaries as long as the family selects a unit within the boundaries of Orange County, Florida. Pursuant to 24 CFR §92.213, HOME funds cannot be used for public housing units.
- e. Term of Rental Assistance Contract. The term of the rental assistance contract providing assistance with HOME funds may not exceed 12 months, but may be renewed, subject to the availability of HOME funds. The term of the rental assistance contract must begin on the first day of the term of the lease. For a rental assistance contract between the Subrecipient and the owner, the term of the contract must terminate on termination of the lease.
- f. Rent Reasonableness. The Subrecipient must disapprove a lease if the rent is not reasonable based on rents that are charged for comparable unassisted rental units.
- g. Tenant Protections. Subrecipient must review and approve leases so that tenant's lease complies with the requirements in 24 CFR §92.253 (a) and (b) and all leases shall be in compliance with all state and local landlord and tenant laws. Additionally, all leases between landlord and its tenants shall be in writing and for not less than one (1) year in duration. Subrecipient agrees that certain clauses are prohibited in leases as outlined in 24 CFR §92.253(b). The prohibited clauses include: agreement to be sued; agreements regarding the treatment of property; agreements excusing the owner/landlord from responsibility; agreements by the tenant that landlord/owner may institute a lawsuit without notice; waiver of legal proceedings; waiver of jury trial; waiver of right to appeal a court decision; agreements to pay legal costs, regardless of outcome and mandatory supportive services. Subrecipient will not allow any of these prohibited clauses in its leases or the addendum. Additionally, Subrecipient will review and approve the leases to ensure that the owner/landlord cannot terminate the tenancy or refuse to renew the lease of a tenant, except for serious or repeated violations of the terms and conditions of the lease; violation of applicable federal, state, or local laws; or for other good cause. To terminate or refuse to renew the tenancy, the owner/landlord must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of the tenancy.

- h. Maximum Subsidy. The amount of the monthly assistance that a Subrecipient may pay to, or on behalf of a family, may not exceed the difference between a rent standard for the unit size established by the City and 30% of the family's monthly adjusted income. A tenant's minimum contribution to rent is 30% of the family's monthly adjusted income, which can be zero if the family has no income. The City's rent standard for unit size is based on the Section 8 Housing Choice Voucher Program.
- i. Housing Quality Standards. Housing occupied by a family receiving TBRA must meet the requirements set forth in 24 CFR §982.401 (HQS). The Subrecipient must inspect it initially and re-inspect it annually.
- j. Security Deposits. Subrecipient may use HOME funds for TBRA to provide grants to low-income families for security deposits only in conjunction with the provision of rental assistance. Subrecipient shall use the definition of "Security deposit" in the Florida Residential Landlord and Tenant Act set forth in Florida Statute Chapter 83, except that the amount of HOME funds provided for a security deposit may not exceed the equivalent of two month's rent for the unit. Only the prospective tenant may apply for the HOME security deposit assistance, but the Subrecipient must pay the funds directly to the landlord. Paragraphs (b), (c), (d), (f), (g), and (i) of 24 CFR §92.209 are also applicable to security deposits, except that income determinations and HQS inspections for security deposits are required only at the time the security deposit assistance is provided.
- k. Program Operation. Subrecipient must operate the TBRA program consistent with the requirements of 24 CFR §92.209. The TBRA must be provided through an assistance contract to an owner that leases the unit to an eligible family. The Subrecipient must approve the lease.
- l. Use of Section 8 Assistance. In any case where assistance under Section 8 of the 1937 Act becomes available, recipients of TBRA will qualify for tenant selection preferences to the same extent as when they received the HOME TBRA.

SECTION 2. PROGRAM INCOME

- 1. **Remittance of Program Income to City.** Pursuant to 24 CFR§ 92.503, program income, as defined in 24 CFR§ 92.2, means gross income received by the Subrecipient directly generated from the use of HOME funds or matching contributions, which shall be remitted by the Subrecipient to the City within 30 days of receipt by the Subrecipient. It is not anticipated that any program income will be generated from the TBRA program. Funds provided by Subrecipient on behalf of the TBRA tenants will be provided in the form of grants. TBRA tenants

may retain the security and utility deposits that are returned to them by landlords or utility companies.

SECTION 3. UNIFORM ADMINISTRATIVE REQUIREMENTS

1. **Uniform Administrative Requirements.** The Subrecipient shall comply with all applicable laws, orders, and codes of the Federal, State and local governments as they pertain to this Agreement, including, but not limited to, the requirements in 24 CFR §92.505, 2 CFR 225 (OMB circulars A-87), A-133 and the following sections of 24 CFR part 85 (§§85.6, 85.12, 85.20, 85.22, 85.26, 85.32-.34, 85.36, 85.44, 85.51, and 85.52). However, Subrecipient 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, if required. Subrecipient 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, Subrecipient will comply with whatever guidance HUD requires.

SECTION 4. OTHER PROGRAM REQUIREMENTS

1. **Applicable Laws.** Subrecipient shall carry out each activity and comply with all HOME requirements of 24 CFR Part 92, including all laws and regulations in subpart H. Subrecipient agrees to comply with all the HOME Program requirements, HUD regulations, 42 U.S.C. §§12701-12839 and 24 CFR Part 92, as amended from time to time, whether set forth herein or not, and agrees to execute or amend documents as necessary to be in compliance therewith. Terms will have the definition and meaning and intent given them in the HOME regulations. Subrecipient also shall comply with all other applicable federal, state and local statutes, ordinances, rules and regulations, including, but not limited to all applicable provisions of the City's Code of Ordinances.
2. **Non-discrimination and equal opportunity.** In carrying out this Agreement, the Subrecipient shall comply with the requirements of 24 CFR §92.350, including the federal requirements set forth in 24 CFR Part 5, Subpart A and the nondiscrimination requirements at Section 282 of the HOME Investment Partnership Act and keep records of its compliance.

Subrecipient shall also comply with regulations governing the accessibility of federally assisted buildings, facilities and programs. Subrecipient shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations contained in 24 CFR Part 8, which prohibits discrimination on the basis of disability and any applicable provisions of the Uniform Federal Accessibility Standards.

Subrecipient shall also comply with Title II of the Americans with Disabilities Act (42 U.S.C. §12101, et seq.) and implementing regulations in 24 CFR Part 8, which prohibits discrimination against persons with disabilities in all program activities and services of a public entity.

Any contracts entered into by Subrecipient shall include a provision requiring compliance with these regulations. Subrecipient shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

Subrecipient shall cooperate with the City and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, executive orders, and all related rules and regulations.

Subrecipient shall also not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, familial status, handicap or national origin. The Subrecipient shall take the necessary steps to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, familial status, handicap 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 Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The Subrecipient, upon execution of this Agreement, shall agree that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, age, familial status, handicap or national origin. Subrecipient must keep equal opportunity and fair housing records including data on the extent to which each racial and ethnic and single-headed households (by gender of household head) have applied for, participated in or benefited from any program or activity funded in whole or in part with HOME funds.

3. **Fair Housing Act.** Subrecipient shall comply with Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act-42 U.S.C. §§3601-3620), as amended, and implementing regulations at 24 CFR Part 100, et seq., Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations in 24 CFR Part 107, and shall keep all records demonstrating compliance. All housing for sale or rent assisted with HOME funds must be made available without discrimination based on race, color, national origin, age, sex, religion, familial status, or disability in accordance with fair housing laws. Additionally, Subrecipient shall comply with Executive Order 11063 and implementing regulations in 24 CFR Part 107, which prohibits discrimination against individuals on the basis of race, color, religion, sex and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or

occupancy of housing assisted with federal funds. Subrecipient shall keep records and documentation demonstrating compliance with these regulations.

4. **Equal Employment Opportunity (Non-Discrimination in Employment).** Subrecipient shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR Part 60, and the Equal Employment Opportunity Clause attached hereto as **Exhibit "D"**, and incorporated herein by this reference. Any construction contracts exceeding \$10,000 entered into by Subrecipient or its contractors and subcontractors shall include a provision requiring compliance with these regulations. Subrecipient shall keep records and documentation demonstrating compliance with these regulations.
5. **Section 3 Economic Opportunity.** Subrecipient shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701(u)) and implementing regulations at 24 CFR Part 135 regarding economic opportunities for low-income persons. Subrecipient shall comply with the "Section 3" requirements attached hereto as **Exhibit "E"** and incorporated herein by this reference. In essence, Section 3 provides that opportunities for training and employment arising from the use of HOME funds shall be provided to low-income persons residing in the program service area. Contracts for all types of work to be performed shall be awarded to business concerns that are located in or owned by persons residing in the program service area. Subrecipient shall also include this provision in contracts or subcontracts in excess of \$100,000.00. Subrecipient shall keep records documenting compliance with these requirements as required by 24 CFR §92.508(a)(7).
6. **Utilization of Minority/Women's Business Enterprises.** Subrecipient shall, to the greatest extent feasible, ensure that Minority/Women's Business Enterprises are included for consideration for participation in all construction, supply or service contracts, if any. Subrecipient 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). Subrecipient shall keep such records necessary to comply with 24 CFR §92.508(a)(7) including documentation and data on the steps taken to implement the City's outreach programs to MBE and WBE businesses including data indicating the racial /ethnic or gender character of each business activity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with HOME funds; the amount of the contract or subcontract and documentation of the affirmative steps to assure minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.
7. **Equal Access to HUD-Assisted or Insured Housing/Prohibition of Inquiries on Sexual Orientation or Gender Identity.** A determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements

provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

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

8. **Disclosure Requirements/Anti-lobbying.** Subrecipient shall comply with the disclosure requirements and prohibitions of 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87 and shall so certify to the City. Subrecipient shall complete and comply with the "Certification Regarding Lobbying", attached hereto as **Exhibit "F"** and made a part hereof by this reference. A copy of this document will be kept in each of the party's files. Subrecipient shall also comply with the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. §3531 et seq.).
9. **Debarred, suspended, or ineligible contractors.** Subrecipient shall comply with the debarment and suspension requirements set forth in 24 CFR Part 5 and 24 CFR Part 2424. Subrecipient 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 Subrecipient enters into a contract or subcontract with a debarred or suspended party, no HOME funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. Subrecipient shall keep copies of the debarment and suspension certifications required by 2 CFR Parts 2424 and 91 and documentation demonstrating compliance with the requirements of 2 CFR Part 2424 and 24 CFR §92.508(a)(7).
10. **Drug Free Work Place.** Subrecipient shall comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 701, et.seq.) and HUD's implementing regulations at 2 CFR 2429 regarding maintenance of a drug-free workplace. Subrecipient shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "G"** and made a part hereof by this reference.

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

11. **Environmental Review.** Subrecipient 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. However, Subrecipient is required to provide information about its activities in order for the City to comply with its responsibility under 24 CFR Part 58. Subrecipient shall submit to the City any changes to the original proposed scope of work or any changes in the cost of the work so that the City may evaluate this new information and conduct any further environmental review. This information must be submitted to the City for approval at least 30 days prior to any commencement of work. Subrecipient also agrees to assist the City in addressing environmental issues that may arise during the City's review process.
12. **Displacement, Relocation and Acquisition.** If applicable, Subrecipient agrees to provide relocation assistance for displaced persons at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C.4201 to 4655) and 49 CFR Part 24. Subrecipient will take all necessary steps possible to minimize displacement. If displacement is unavoidable, Subrecipient shall comply with the provisions of 24 CFR §92.353, "Displacement, relocation, and acquisition". Subrecipient shall keep records of its compliance with the requirements of 24 CFR §92.353, and as specified in 24 CFR §92.508(a)(7). Types of records to be kept include but are limited to project occupancy lists identifying the names and address of all persons occupying the real property on the date described in §92.353(c)(2)(i)(A), moving into the property on or after the date described in §92.353(c)(2)(i)(A) and occupying the property on completion of the project. Records covering displacements and acquisition must be retained for five (5) years after the date by which all persons displaced from the properties and all persons who property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR §92.353. If federal regulations are not applicable, Subrecipient shall comply with City policy regarding relocation.
13. **Copeland "Anti-Kickback" Act.** Subrecipient shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.
14. **Lead-Based Paint Prohibited.** Subrecipient shall not use lead-based paint in any part of any of the property where the family is receiving TBRA, or common elements, or in any part of the properties and shall comply with 24 CFR §92.355, and 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 in 24 CFR Part 35, subparts A, B, J and R (Subpart K must also be complied with if acquisition is part of the project and Subpart M is also required if there is any Tenant Based Rental Assistance).

Subrecipient shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

15. **Conflict of Interest.**

- (a) In the procurement of property and services by Subrecipient, the conflict of interest provisions provided in 24 CFR §85.36 apply. In all cases not governed by 24 CFR §85.36, the provisions of (b) below apply.
- (b) No person who is an employee, agent, consultant, officer or elected official or appointed official of the Subrecipient who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME 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 financial benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person. Subrecipient shall keep records supporting requests for waivers of conflicts prohibited in 24 CFR §92.356. Subrecipient shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

16. **Registration.** Subrecipient agrees to maintain a current registration in the federal System Award Management (“SAM”) database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act, P.L. 109-282, as amended by section 6202(a) of P.L. 110-252. If Subrecipient is not currently registered, it must do so within ten (10) days of the date Subrecipient executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration. Subrecipient shall also complete and sign the Affidavit attached hereto as **Exhibit “H”** in conjunction with its execution of this Agreement and provide proof of registration within fourteen (14) days of the Effective Date.

17. **Audits and Financial Statements.**

- (a) Subrecipient 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 certified public accountant.
- (b) In addition, if expending more than \$750,000 of Federal awards during an operating year, Subrecipient shall comply with the audit provisions contained in 2 CFR 200, Subpart F, OMB Circular A-133, 24 CFR §85.26 and the

Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507), as required. Audits shall be conducted annually. Subrecipient shall submit its annual audit to the City and within one hundred twenty (120) days of the end of Subrecipient's fiscal year. 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, Subrecipient 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 Subrecipient of such non-compliance. Any reimbursement by Subrecipient shall not preclude the City from taking any other action or pursuing other remedies.

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

18. **Consultant Activities.** No person providing consultant services in an employer-employee type relationship shall receive more than a reasonable rate of compensation for personal services paid with HOME funds. In no event, however, shall such compensation exceed the limits in effect under the provisions of any applicable statute (e.g. annual HUD appropriations acts which have set the limit at the equivalent of the daily rate paid for Level IV of the Executive Schedule, see the Departments of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1997, Pub. L. 104-204 (September 26, 1996). Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation. Consultant services provided under an independent contractor relationship are not subject to the compensation limitation of Level IV of the Executive Schedule.

SECTION 5. AFFIRMATIVE MARKETING

1. **Affirmative Marketing.** Subrecipient will design, implement, and comply with an Affirmative Marketing Plan in accordance with 24 CFR§ 92.351. This plan must be submitted to the City for approval before funds can be disbursed under this Agreement. The Subrecipient will also comply with the City's Affirmative Marketing policy and any subsequent amendments. Records will be kept describing actions taken to affirmatively market the program and house tenants and keep all records to assess the results of these actions. Subrecipient will affirmatively market to provide information and attract tenants to available housing without regard to race, color, national origin, sex, religion, familial status or disability. The Subrecipient agrees that its affirmative marketing plan will include:
 - a) Methods for informing the public, owners, and potential tenants about Federal fair Housing laws, and the affirmative marketing policy (e.g. the use of the Equal

housing Opportunity logotype of slogan in press releases and solicitations for owners, and written communication to fair housing and other groups);

- b) Requirements and practices each Subrecipient and owner must adhere to in order to carry out the City's affirmative marketing procedures and requirements (e.g. use of commercial media, and use of community contacts),
- c) Use the Equal Housing Opportunity logo or slogan in all advertising;
- d) Display a Fair Housing poster in the rental and sales office;
- e) Where appropriate, advertise to use media, including minority outlets, likely to reach persons least likely to apply for the housing;
- f) Procedures to be used to inform and solicit applications from persons in the area who are not likely to apply for the program or the housing without special outreach (e.g. through the use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies);
- g) Maintain files of Subrecipient's affirmative marketing activities for five (5) years and records to assess the results of these actions;
- h) Not refrain from renting to any tenant holding a Section 8 Existing Housing Certificate, except for good cause, such as previous failure to pay rent and/or to maintain a rental unit, or the tenant's violation of other terms and conditions of tenancy;

Subrecipient shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

SECTION 6. REQUEST FOR DISBURSEMENTS OF FUNDS

1. **Reimbursement of Funds/Budget.** Subrecipient will submit requests for reimbursement on a form agreed to by Subrecipient and the City, along with back-up documentation with specific itemization of expenses incurred. Subrecipient shall provide copies of paid bills, canceled checks, paid invoices, payroll records, utility allowance reimbursements, security deposit reimbursements, or other means of proving services or work has been completed and paid for by the Subrecipient in accordance with this Agreement and HOME regulations. For rental assistance under the TBRA program, the City will not reimburse to the Subrecipient more than the difference between the rent standard and the 30% of the tenant's monthly adjusted income.

The City will reimburse Subrecipient in accordance with the Budget attached hereto as **Exhibit "C"** in an amount not to exceed the grant amount of this Agreement. The disbursements paid by the City to Subrecipient are on a reimbursement basis for

expenses actually incurred and paid by Subrecipient and in accordance with the Budget and compliance with this Agreement. Reimbursement of HOME proceeds will be made to Subrecipient only after approval by the City, in its sole discretion, of appropriate documentation submitted. In submitting these reimbursement requests, the City is relying on the Subrecipient's representation and certification that the items appearing on the request and supporting documents are eligible items for reimbursement under this Agreement. Such determination and reliance by City will in no way constitute a waiver of City's right to recover from Subrecipient the amount of money paid to Subrecipient on any items which are not eligible for payment under this Agreement.

The Subrecipient may not request reimbursement of HOME funds under this Agreement until the funds have been disbursed for payment of eligible HOME costs and the amount of each reimbursement request shall be limited to the amount needed. An advance disbursement of HOME funds under this agreement is not allowed.

Notwithstanding anything to the contrary in this Agreement, City reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and such Budget may be modified by the City accordingly.

SECTION 7. REVERSION OF ASSETS

1. **Transfer to City.** Upon expiration of the Agreement, the Subrecipient must transfer to the City any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.

SECTION 8. RECORDS AND REPORTS

1. **Records and Maintenance.** Subrecipient shall comply with 24 CFR §92.508 regarding records that must be maintained for this TBRA Program. Subrecipient shall maintain such records and accounts, including but not limited to: program records; project records including the name of each tenant, tenants' income, location (address) of each unit, form of assistance and units leased with HOME funds; leases; financial records, including source and application of funds and supporting documentation in accordance with 24 CFR §85.20; records to document the eligibility and permissibility of the costs; records reflecting compliance with minimum and maximum subsidy limits; subsidy layering and underwriting evaluation records; property standards records including records (e.g. inspection reports) demonstrating that each unit meets property standards in 24 CFR §92.251; records demonstrating that each tenant meets income eligibility requirements of §92.203; program administration records, including records demonstrating compliance with the applicable uniform administrative requirements and records documenting required inspections, monitoring reviews and audits, and the resolution of any findings or concerns; equal opportunity and fair housing records including

data on the extent to which each racial and ethnic and single-headed households (by gender of household head) have applied for, participated in or benefited from any program or activity funded in whole or in part with HOME funds; records demonstrating compliance with 24 CFR 135; and records demonstrating affirmatively furthering fair housing; affirmative marketing and MBE/WBE records including records demonstrating compliance with the affirmative marketing procedures and requirements of 24 CFR §92.351; and documentation and data on the steps taken to implement the City's outreach programs to MBE and WBE businesses including data indicating the racial /ethnic or gender character of each business activity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with HOME funds; the amount of the contract or subcontract and documentation of the affirmative steps to assure minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services; records demonstrating compliance with the environment review requirements of §92.352 and 24 CFR part 58; records demonstrating compliance with the requirements of §92.353 regarding displacement, relocation and real property acquisitions; records demonstrating compliance with the labor requirements of §92.354 including contract provisions and payroll records; records demonstrating compliance with the lead-based paint requirements of §92.355; records supporting exceptions to the conflict of interest prohibition pursuant to §92.356; records demonstrating compliance with debarment and suspension requirements in 2 CFR 2424 including certifications required by 24 CFR parts 24 and 91; and any other records as are deemed necessary by the City to assure a proper accounting and monitoring of all HOME Funds. In the event the City determines that such records are not being adequately maintained by Subrecipient, the City may cancel this Agreement.

Also, for TBRA programs, records must be kept evidencing that not less 90 percent of the families receiving such assistance met the income requirements of 24 CFR §92.216; the location and address of each property; the form of assistance and the names of the tenants assisted with HOME funds; records demonstrating that each person assisted with TBRA and the leased property meets the written tenant selection policies and criteria of 24 CFR §92.209(c), including any targeting requirements, the rent reasonableness requirements of 24 CFR §92.209(f), the maximum subsidy provisions of 24 CFR §92.209 (h), property inspection reports, and calculation of the HOME subsidy; records demonstrating that each lease for a tenant receiving TBRA and for an assisted rental housing unit complies with the lease and tenant participant protections of 24 CFR §92.253 for each family; and records (written agreements demonstrating compliance with 24 CFR §92.504).

2. **Access to Records.** With respect to all matters covered by this Agreement, the City, HUD, the Comptroller General of the United States, other Federal agencies, or any of these agencies authorized representatives, shall have access to all pertinent books, documents, papers, or other records of the Subrecipient in order to make audits, inspection, examinations, excerpts, and transcripts. This right of access can be at any time during normal business hours and as often as these entities may require. This

right also extends to all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The City's right of inspection and audit shall include any audits made by any other agency, whether local, State or Federal. Also, citizens, public agencies, and other interested parties must be provided reasonable access to these records, consistent with applicable state and local laws regarding privacy and obligations of confidentiality.

3. **Period of Record Retention**. The Subrecipient shall retain all records and supporting documentation applicable to this Agreement for the most recent five (5) year period, except as provided below:
- (a) For TBRA programs, records shall be retained for five (5) years after the rental assistance terminates;
 - (b) Written agreements must be retained for five (5) years after the agreement terminates.
 - (c) Records covering displacements and acquisition must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired have received the final payment to which they are entitled in accordance with § 92.353.
 - (d) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

The City reserves the right to request additional record keeping requirements. Once advised of these new requirements, Subrecipient agrees to comply with the new requirements.

4. **Reports**. Subrecipient will provide the City's Housing and Community Development Department with monthly, quarterly, and annual reports concerning the progress made in the TBRA Program on such forms and reports and in such format as agreed to by Subrecipient and the City to comply with the contract requirements. The information provided should include the TBRA set up form for IDIS, a narrative summary of progress, accomplishments, expenditures, and such other information as required under this Agreement. Subrecipient shall also file a report providing information on client data such as client name, address, ethnicity, race, gender, age, head of household, and income level. The monthly report will be due on the 10th of each month for activities conducted the preceding month. The quarterly reports are due the 10th of the month following the end of the quarter for March, July, September, and December. Annual reports are due by October 31, 2016

for activities conducted during the preceding year (Example: October 1, 2015 – September 30, 2016).

SECTION 9. ENFORCEMENT OF AGREEMENT – DEFAULT AND REMEDIES

1. **Default.** A default shall consist for failing to comply with the terms of this Agreement, use of HOME Funds for a purpose other than as authorized by this Agreement, noncompliance with the HOME Investment Partnerships Act or HOME regulations, any material breach of the Agreement, failure to timely comply with audit requirements, failure to expend HOME Funds in a timely manner, any material adverse change in Subrecipient's actions that gives the City reasonable cause to believe that the TBRA program cannot be operated according to the terms of this Agreement, or a misrepresentation in the application submission which, if known by City and/or HUD, would have resulted in HOME funds not being provided.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be ten (10) days from receipt by Subrecipient of the City's written notice of default. No delay or omission by City and/or HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Subrecipient default.

Notices required herein, shall be considered received by the Subrecipient and the City if delivered in person with written proof thereof, or when deposited in the U.S. Mail, in a prepaid wrapper marked certified, return receipt requested.

Unless the Subrecipient's default is waived, the City may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. Failure of the City to declare a default will not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City will in no event be construed as a waiver of rights with respect to any other default, past or present. Waiver by the City of Subrecipient's default under this Agreement shall not be deemed to be a waiver of any other default nor shall it be termination notice.

2. **Remedies.** Upon due notice to the Subrecipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, City may take one or more of the following actions:
 - (a) Direct the Subrecipient to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
 - (b) Establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
 - (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME funds for the activities;

- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME funds;
- (e) Direct the Subrecipient to reimburse the City's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92 or this Agreement;
- (f) Suspend disbursement of HOME funds for affected activities;
- (g) Debarment or suspension; limited further funding opportunities;
- (h) Other appropriate action including, but not limited to, any remedial action legally available, such as litigation, declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement, and any other available remedies under statutory, equity or common law. Also, in accordance with 24 CFR §85.43, the City may exercise any of the actions contained therein, including suspension or termination may occur if the Subrecipient materially fails to comply with the terms of this Agreement.

All remedies are cumulative and to the extent permitted by law, the election of one remedy shall not be construed as a waiver of other available remedies.

SECTION 10. WRITTEN AGREEMENTS - FUNDS TO OTHER PARTIES

1. **Requirement for Written Agreements.** If the Subrecipient provides HOME funds to for-profit owners or developers, nonprofit owners or developers, sub recipients, homeowners, homebuyers, tenants (or landlords) receiving tenant-based rental assistance, or contractors, the Subrecipient must have a written agreement which meets the requirements of 24 CFR §92.504. The agreement must state that repayment of HOME funds or recaptured HOME funds must be remitted to the City.

SECTION 11. FEES

1. **Fees.** Subrecipient may not use HOME funds for any purpose listed in 24 CFR§ 92.214. Subrecipient may not charge low-income families any servicing, origination, or other fees for the costs of administering the HOME Program.

SECTION 12. MONITORING

1. **Monitoring and Evaluation.** Subrecipient acknowledges and agrees that the City will monitor and evaluate Subrecipient's performance and all aspects of the program administration provided by Subrecipient during the term of this Agreement. These reviews may consist of desk-reviews or on-site access. Subrecipient shall allow City on-site access and the ability to make copies and transcriptions of such records as may be necessary in the determination of the City or HUD to accomplish this

evaluation for compliance with this Agreement. In order to properly monitor and evaluate the Subrecipient's performance under this Agreement, the City will monitor the Subrecipient annually or as often as it deems necessary. Subrecipient shall keep records to document compliance with each of these inspections and monitoring reviews and the resolution of findings of concern.

Failure by the Subrecipient to assist the City in this effort, including allowing the City to conduct the on-site inspections and have access to the Subrecipient's records, shall result in the imposition of sanctions as specified in this Agreement.

SECTION 13. DURATION OF THE AGREEMENT.

1. **Term.** Unless earlier terminated, the term of this Agreement shall commence on the effective date of this Agreement which is the date of the last party to sign this Agreement (the "Effective Date") and shall remain in effect for two years. Notwithstanding any of the foregoing, all record keeping requirements and audit requirements mandated by HOME regulations shall survive termination of this Agreement.

SECTION 14. CANCELLATION OF AGREEMENT

1. **Termination for Convenience.** Except as otherwise provided herein, this Agreement may be cancelled for convenience in accordance with the provisions in 24 CFR§ 85.44. Either party will be required to provide ninety (90) days advance written notice to the other at its address as herein specified.

SECTION 15. PROPERTY STANDARDS

1. **Property Standards.** Subrecipient must comply with the property standards requirements set forth in 24 CFR §92.251. Pursuant to 24 CFR §92.251 and 24 CFR §92.504(d), all housing occupied by tenants receiving TBRA must meet the standards in 24 CFR§ 982.401 (HQS) or the successor requirements as established by HUD. Subrecipient must annually conduct on-site inspections of the properties occupied by tenants receiving TBRA to determine and ensure compliance with these standards. Subrecipient shall also comply with all applicable City of Orlando Code of Ordinances. Subrecipient shall keep records to document compliance with these property standards.

SECTION 16. FAITH- BASED ACTIVITIES.

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

(1) **Program participants.** Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME program. Neither the Federal Government nor a State or local government receiving funds under the HOME program shall discriminate against an

organization on the basis of the organization's religious character or affiliation. Recipients and subrecipients of program funds shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

(2) Beneficiaries. In providing services supported in whole or in part with federal financial assistance, and in their outreach activities related to such services, program participants shall not discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

- (b) Separation of Explicitly Religious Activities. Recipients and subrecipients of HOME program funds that engage in explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, must perform such activities and offer such services outside of programs that are supported with federal financial assistance separately, in time or location, from the programs or services funded under these funds, and participation in any such explicitly religious activities must be voluntary for the program beneficiaries of the HUD-funded programs or services.
- (c) Religious Identity. A faith-based organization that is a recipient or subrecipient of HOME program funds is eligible to use such funds as provided under these regulations without impairing 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 program funds to support or engage in any explicitly religious activities, including activities that involve overt religious content, such as worship, religious instruction, or proselytization, or any manner prohibited by law. Among other things, faith-based organizations may use space in their facilities to provide program funded services, without removing or altering religious art, icons, scriptures, or other religious symbols. In addition, a HOME-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) Alternative provider. If a program participant or prospective program participant of the HOME program supported by HUD objects to the religious character of an organization that provides services under the program, that organization shall, within a reasonably prompt time after the objection, undertake reasonable efforts to identify and refer the program participant to an alternative provider to which the prospective program participant has no objection. Except for services provided by telephone, the Internet, or similar means, the referral must be to an alternate provider in reasonable geographic proximity to the organization making the referral. In making the referral, the organization shall comply with applicable

privacy laws and regulations. Recipients and subrecipients shall document any objections from program participants and prospective program participants and any efforts to refer to such participants to alternative providers in accordance with the requirements of §92.508(a)(2)(xiii). Recipients shall ensure that all subrecipient agreements make organizations receiving program funds aware of these requirements.

- (e) Structures. Program 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. Program 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. When a structure is used for both eligible and explicitly religious activities, program 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 HOME program. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME program-funded improvements. Disposition of the real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government wide regulations governing real property disposition (24 CFR parts 84 and 85).
- (f) Supplemental funds. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the federal funds or commingle them. However, if the funds are comingled, this section applies to all of the comingled funds.

SECTION 16. INDEMNIFICATION.

1. **Indemnification.** To the extent allowable by applicable federal and Florida laws, Subrecipient 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 reasonable attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, including bankruptcy, and reasonable expenses the City may sustain, suffer or incur arising or growing out of or in any way connected with the performance of this Agreement by Subrecipient or any of its contractors, agents, or the like because of or due to the existence of the Agreement itself, unless caused by the City's gross negligence or willful misconduct.

The indemnity hereunder shall survive termination of the Agreement. In the event that any action, suit or proceeding is brought against the City upon any liability arising out of the Agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to Subrecipient by registered or certified mail addressed to Subrecipient. Upon receipt of such notice, Subrecipient, at its own expense, shall defend against such action and take all

such steps as may be necessary or proper to prevent the obtaining of a judgment against the City. Notwithstanding anything contained herein that might be construed to the contrary, nothing contained herein shall change, alter or limit any rights or protections afforded by Section 768.28, Florida Statutes, to the extent applicable to either party hereto, as may be amended.

2. **Environmental Indemnification.** To the extent allowable by applicable federal and Florida laws, Subrecipient shall indemnify and hold the City harmless from any claim arising from, or in any way related to, the environmental condition, including mold, of any of the properties or units selected, including, but not limited to, the reasonable cost of investigating, defending, and/or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all reasonable cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the properties. 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 indication of ownership, management or control of any properties by the City, and Subrecipient hereby recognizes and acknowledges that the City is not an owner or manager of the properties and does not exert any control thereupon. The indemnity hereunder shall survive termination of the Agreement. In the event that any action, suit or proceeding is brought against the City upon any liability arising out of the Agreement, or any other matter indemnified against, the City at once shall give notice in writing thereof to Subrecipient by registered or certified mail addressed to Subrecipient. Upon receipt of such notice, Subrecipient, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the City. Notwithstanding anything contained herein that might be construed to the contrary, nothing contained herein shall change, alter or limit any rights or protections afforded by Section 768.28, Florida Statutes, to the extent applicable to either party hereto, as may be amended.

SECTION 17. INSURANCE

1. **Insurance.** During the term of this Agreement, Subrecipient shall provide, pay for and maintain with companies satisfactory to the City, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Such insurance shall be primary coverage afforded the Additional Insured and shall contain a cross-liability or severability of interest clause. The general liability policy shall provide that the City, its officers and employees are additional insureds as to the operation of the Subrecipient under this Agreement. The insurance coverage and limits required must be evidenced by properly executed certificates of insurance prior to commencement of this Agreement. Thirty (30) days written notice by registered or certified mail must be given the City of any cancellations, intent not

to renew, or reduction in the policy coverage, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by this Agreement. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof. The Subrecipient shall be responsible for any deductibles under its policies. The Subrecipient shall ensure that all of its contractors and subcontractors carry adequate types and limits of insurance.

- (a) Workers' Compensation Insurance shall be provided for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida.
- (b) Commercial General Liability Insurance covering bodily injury and property damage with a minimum limit of \$1,000,000.00 each occurrence. Such policy shall include the City as an additional insured and shall cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under this Agreement.

SECTION 16. MISCELLANEOUS PROVISIONS

1. **Assignment.** Subrecipient shall not assign this Agreement or any part thereof without the prior written consent of the City.
2. **Modification.** This Agreement, together with Exhibits "A" through "I", constitute the entire agreement between the parties and supersedes all previous discussions, understandings, representations, and agreements as to the items contained therein. This Agreement may only be amended or modified by a written instrument executed by both parties.
3. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement. If the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected, this Agreement is declared severable.
4. **Entire Agreement/Modification.** This Agreement, together with Exhibits "A" through "I" attached hereto, constitute the entire agreement between the parties and supersedes all previous discussions, understandings, representations and agreements as to the items herein contained. This Agreement may only be modified by a writing signed by both of the parties hereto.
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, 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. Vivian Bryant, Executive Director
Orlando Housing Authority
390 N. Bumby Ave.
Orlando, FL 32803

6. **Compliance With All Laws.** Notwithstanding anything to the contrary, the Program shall be operated consistent with all applicable federal, state and local laws and regulations.
7. **Survival.** All provisions of this Agreement intended to survive or to be performed subsequent to the end of the period of this Agreement shall survive termination of the Agreement.
8. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.
9. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. **Venue.** This Agreement shall be construed under the laws of the State of Florida. Venue shall be in Orange County, Florida.
11. **Waiver of Jury Trial.** In the event any legal proceedings arise out of this Agreement, Subrecipient waives any and all right it may have to a jury trial.
12. **No Agency.** Subrecipient shall perform this Agreement as an independent agent, and nothing contained herein shall in any way be construed to constitute Subrecipient or any of its assistants, representatives, agents, subagents, employees, contractors, partners, affiliates, holding companies or subsidiaries to be representatives, agents, subagents, or employees of the City.

ATTEST:

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

By: _____
Celeste T. Brown, City Clerk

By: _____
Mayor / Mayor Pro Tem

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

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

Name
Notary Public
Serial Number: _____
My Commission Expires: _____

Approved as to form and legality for the use
and reliance of the City of Orlando, Florida only

_____, 2015

By: _____
Chief Assistant City Attorney

The Housing Authority of the City of Orlando

By: _____
Vivian Bryant, Executive Director

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING AGREEMENT was acknowledged before me this _____ day of
_____, 2015, by Vivian Bryant, as Executive Director of The Housing Authority of
The City of Orlando, Florida. She is personally known to me or who has produced
_____ as identification.

NOTARY PUBLIC
Print Name: _____

Exhibit “A”

**HOME PROGRAM
TENANT-BASED RENTAL ASSISTANCE
Policies and Procedures**

The City of Orlando is utilizing U.S. Department of Housing and Urban Development (HUD) Home Investment Partnerships Program (HOME) funds to provide direct assistance through the Tenant Based Rental Assistance (TBRA) program to low-income, chronically homeless families. HOME funded TBRA is a tenant-based rental subsidy program that provides resources to fund the difference between what a renter can afford and the actual rent for a stable home.

I. JUSTIFICATION

The City of Orlando 2011-2015 Consolidated Plan identifies rental housing options for people who are low-income as a high priority. HOME Investment Partnerships Program (HOME) Tenant Based Rental Assistance (TBRA) is a Federal rental subsidy that provides rental assistance to help low income families, which includes individuals, with housing costs such as rent, utilities, utility deposit assistance, and security deposit assistance. The program enables eligible households to receive assistance for rental units of their own choosing, provided the units meet basic program requirements. TBRA provides households with a stable and secure place to live while they increase their ability to be self-sufficient.

The use of HOME funds for TBRA is an essential element of the City’s Consolidated Plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing. The State of Florida has the second highest number of unsheltered homeless people in the country, as reported in the 2013 Point in Time report compiled by The United States Department of Housing and Urban Development (HUD). Fifty-eight percent of the chronically homeless population in the country are unsheltered individuals, of which Florida has nine percent or 9,647 on its streets. The Orlando area has the largest unsheltered chronic homeless population in Florida of over 1,577. In 2014 the City of Orlando announced an initiative to reduce this number. The City has evaluated the needs of the chronic homeless and has designed this project in accordance with HUD guidelines. The City, in accordance with those guidelines, will not invest more HOME funds, in combination with other Federal assistance, than is necessary to provide affordable housing, and will not use HOME funds for prohibited activities.

The City’s TBRA program supports the plans and strategies of the City of Orlando, the Continuum of Care, and the Central Florida Commission on Homelessness to prevent and end homelessness. The strategies met through the City’s TBRA programs include creating additional permanent housing options with the availability of supportive services (including case management).

HOME TBRA is limited to families with incomes at or below 80 percent of area median income (AMI). TBRA assistance may be provided for up to 12 months, with a possibility for renewal.

II. GENERAL RESPONSIBILITIES

The City's TBRA program design is generally consistent in its operation with the HUD Section 8 voucher program. The City of Orlando Housing and Community Development Department (HCD) will select a Subrecipient to administer and operate the City's TBRA program. The Subrecipient will be responsible for operating the TBRA program in accordance with these policies and procedures, the City HOME TBRA and Subrecipient Agreement, and rules of the HOME program set forth in 24 CFR part 92.

A. Tenant Selection Criteria

The TBRA Program tenant selection criteria is based on unmet local housing needs and priorities established in the City of Orlando's Consolidated Plan. The City's special needs TBRA program is a targeted program for low-income chronically homeless families. This population continues to experience an unmet housing need.

The Subrecipient will prepare an affirmative marketing plan for the City's TBRA program in compliance with HOME's affirmative marketing regulations contained in 24 CFR §92.351.

Agencies participating in this program will ensure they do not discriminate in housing by following state and federal fair housing laws and working with The City of Orlando's Office of Community Affairs and Human Relations to ensure compliance.

B. Eligibility

All eligibility requirements must be met prior to any financial assistance being provided. An eligibility assessment of chronically homeless families for participation in the TBRA program will be conducted by a Subrecipient, utilizing approved vulnerability index scoring programs, and complying with HOME income requirements. To be eligible for TBRA assistance, all families must qualify in accordance with the following:

- The City's TBRA program must serve only very low- and low-income families.
- Families must meet HUD's definition of chronically homeless.
- Annual income for the TBRA program is defined by HUD's regulation at 24 CFR part 5, often referred to as the Section 8 definition, which shall be used to determine income eligibility.
- Income determinations for new TBRA applicants are valid for six months.
- Although TBRA can assist those families under 80%, HOME regulations require 90% of those served have incomes not exceeding 60% of the Orlando Metropolitan Area Median Income (AMI) as determined by HUD for the appropriate fiscal year.
- At a minimum, the Subrecipient must examine at least two months of source documentation (e.g., wage statements, interest statements or unemployment compensation documents) when determining annual household income for all potential HOME beneficiaries.

- Subrecipient will calculate income, adjusted income and total tenant payment amounts. Current HUD income limits for the City of Orlando may be found at <http://www.cityoforlando.net/housing>.
- For detailed guidance on determining annual and adjusted income, refer to the applicable HUD Technical Guide for Determining Income and Allowances for the HOME Program available on hud.gov.
- Background checks will be conducted on tenants, consistent with the Subrecipient's adopted policies.
- To determine residency requirements, families identified as chronically homeless may have spent the night in the City of Orlando or the surrounding counties within the regional Orlando/Orange, Osceola, Seminole Counties Continuum of Care service area.

C. Program Design

The City of Orlando TBRA generally follows the HUD voucher program model. The housing voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Like the HUD voucher program model, the City's TBRA program applicants are able to find their own housing. The applicant may choose any housing that meets the requirements of the City's TBRA program. The City's TBRA program includes, but is not limited to, the following:

- **Payment Rent Standard:** The Subrecipient will use the City's payment rent standard, which is based upon the Section 8 Existing Housing Fair Market Rent (FMR). Using this method, the payment standard for each unit size may be not less than 50 percent of the published FMR, and no more than 100 percent of the published FMR. These rents are published annually and tenant rents must be adjusted accordingly.
- **Utilities:** The appropriate tenant utility payment will be determined by using the Orlando Housing Authority Allowance for Tenant-Furnished Utilities document for the appropriate year.
- **Minimum Tenant Payment:** Tenants are required to pay 30% of their monthly adjusted income for rent and utilities. The TBRA assistance completes the gap between the tenant's payment and the actual rent plus utilities for the tenant's unit. If a tenant has no income their portion of rent may be zero.
 - If the household chooses a smaller unit for the household than occupancy standards, they would still pay 30% of monthly adjusted income. Households may not choose units where the rent and utilities exceed 100% of the appropriately sized unit FMR.
- **Maximum TBRA Payment:** The maximum household subsidy amount that the HOME TBRA payment will pay is the difference between the rent standard of 100% of the FMR for the appropriate sized unit and 30% of tenant's monthly adjusted income. The Subrecipient will pay this amount to third party recipients only, along with allowable utilities, customary utility deposits, and any required security deposits not exceeding two months of rent.
- **Occupancy Standards:** An appropriately sized apartment is one where there are up to two people per living/sleeping area; however, size, unit configuration and local

and state considerations may be factors Subrecipient may need to consider in determining appropriate occupancy.

- TBRA may not support a tenant in an owner-occupied co-operative unit.

D. Property Standards

When a tenant finds an acceptable unit, the tenant must submit to Subrecipient a request for unit approval. The Subrecipient must conduct a Housing Quality Standards (HQS) inspection prior to tenant entering into a lease or moving into the unit. The Subrecipient must inspect the housing prior to the lease being signed, at annual reinspection, or after a code complaint. TBRA units must meet HQS at 24 CFR §982.401.

- If the unit fails an HQS inspection or lead-based paint visual assessment at any time, Subrecipient must give the landlord 72 hours notice for emergency conditions and 30 days notice for less serious conditions to correct the deficiencies.
- If the deficiencies are not corrected, the tenant should be given the choice to stay in the current housing and end their TBRA assistance or end the lease with adequate notice and move to another approved location. TBRA assistance may help with the security deposit for the new unit.

Subrecipient must comply with HUD lead-based paint requirements. A lead-based paint visual assessment must be completed prior to the lease being signed and annually thereafter for all units that meet all three following conditions (exceptions can be found in the Final HOME rule):

- The tenant living in the unit is being assisted with HOME financial assistance (rent assistance, utilities assistance or security deposits).
- The unit was constructed prior to 1978.
- A child under the age of six or someone who is pregnant will be living in the unit.

E. Lease

Subrecipients must review and approve all leases including required lease addendums incorporating HOME TBRA requirements.

- The tenant must have a lease that complies with the requirements in 24 CFR §92.253.
- The lease between a tenant and an owner of rental housing assisted with HOME funds must be for not less than one year.
- To address the special requirements of the HOME program, the Subrecipient and the landlord are required to incorporate and sign the tenant lease addendum into the lease.
- The landlord must provide the Subrecipient with a copy of any notice to the tenant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the tenant.

Prohibited lease terms

The lease must comply with 24 CFR §92.253 (b) and may not contain any of the following nine prohibited provisions:

- *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

- *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and without a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
- *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
- *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
- *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
- *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
- *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
- *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and
- *Mandatory Supportive Services.* Agreement by the tenant to accept support services that are offered.

Term of HOME Rental Assistance

The term of the HOME Rental Assistance Contract providing assistance with HOME funds under this program may not be less than nor exceed 12 months, but may be considered for renewal. The term of the Rental Assistance Contract must begin on the first day of the term of the lease. For a Rental Assistance Contract between a Subrecipient and a landlord, the term of the contract must terminate on termination of the lease.

Termination of Tenancy

Pursuant to HOME regulations at 24 CFR §92.253 (c), the landlord may not terminate the tenancy or refuse to renew the lease of a tenant of rental housing assisted with HOME funds except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable Federal, State, (i.e. Florida Residential Landlord and Tenant Act), or local law; or for other good cause. Good cause does not include an increase in the tenant's income. To terminate or refuse to renew tenancy, the landlord must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy.

The Subrecipient should address the permissible grounds for termination or tenancy/refusal to renew and establish notification requirements for these actions. The Subrecipient must require these standards to be included in the leases between the landlord and the TBRA tenant and, if appropriate, any agreements between the Subrecipient and the tenant.

F. Monitoring

The City will monitor Subrecipient's files, and program policies and procedures at least once annually. The HOME Program Guide for Review of TBRA projects and other HOME guidance will be used to monitor TBRA files (see Attachments A-C). In addition to the items and documents specified in these exhibits, Subrecipient's files must also contain the following fully completed documents as well as any other documents specified in the City HOME TBRA and Subrecipient Agreement:

- *Subrecipient's Tenant Assessment Form* - and application.
- *Program Entry Date* - the date of HOME Rental Assistance Contract and lease.
- *Income Eligibility Form* - and proof of income or documentation of no income.
- *Adjusted Income Determination Form*.
- *Tenant Rent Payment Calculation Form* - including current FMR for the unit, with tenant and TBRA assistance determination.
- *Rent Reasonableness Determination* - the program may only provide rent assistance if the tenant's proposed rent is reasonable. This is based on rents that are charged for comparable unassisted rental units using the rent reasonableness form. The Subrecipient will adopt the approved HUD method utilized by its organization to determine reasonableness.
- *Rent Affordability* - verifying the payment standard is within the appropriate FMR standards.
- *Tenant Written Lease* - for one year executed by the tenant and landlord.
- *Tenant Lease Addendum* - signed by the tenant and landlord.
- *HOME Rental Assistance Contract* - signed by the landlord and the Subrecipient. This document and the lease should begin and end on the same day.
- *Housing Quality Standards (HQS)* - documentation of inspection, completion and certification, both initially and at recertification.
- *Lead-Based Paint Visual Assessment* - documentation, both initially and at recertification.
- *Home Rental Assistance Voucher* - must be completed and signed by the Subrecipient and tenant.
- *Program Notices* - if there is a change in the tenant's share of rent or TBRA program changes, the Subrecipient must provide written notices to the landlord and tenant. Copies of those notices must be kept in the client files.
- *Re-Assessment Form* - annual re-assessment documents for income, HQS, Re-calculation of Rent and Rent Reasonableness Determination.
- *Documentation of Termination* - copy of termination letter specifying the reason.

G. Ongoing TBRA Requirements

Tenants living in a HOME-assisted rental project who receive tenant-based rental assistance are not required to participate in a self-sufficiency program as a condition of receiving assistance.

- **Re-Assessment on Income/HQS/Lead Paint:** During the period of assistance, the Subrecipient must annually re-qualify the tenant as low-income and as meeting the eligibility of the TBRA program. This process should begin 60-90 days prior to the

one-year anniversary date and re-assessment documentation should be placed in the tenant file. The Subrecipient is also responsible to insure tenant units continue to meet HQS standards through conducting HQS/lead paint inspections at time of renewal.

- **Rent Increases:** If a landlord increases the rent of a unit, the Subrecipient must re-determine and document if the rent remains reasonable and in compliance with HOME regulations. If the Subrecipient increased the amount of rent the tenant is paying, the tenant and landlord must be notified in writing of the change. Copies of the notice must be in the client file.
- **Portability of Assistance:** The City TBRA program is targeted to chronic homeless families who can use their assistance within the boundaries of Orange County, Florida.

III. ELIGIBLE COSTS

In addition to rent and utilities, the TBRA Program may assist with security and utility deposits as this target population typically has little or no income or assets. It is anticipated that furniture, linens, normal household items, and food will be obtained by participants through other funding sources and not through the City of Orlando.

The Subrecipient must submit reimbursement invoices to the City with the monthly Client Services Spreadsheet attached, which specifies the individual served, the tenant rent contribution, rent assistance, total rent payment, utility assistance and demographic information.

- *Rental and Utility Allowance Assistance:*
The Subrecipient must provide the rental assistance and utility allowance payments to a third party entity (Landlord or Utility Company). Utility Payments are only allowable if the tenant rent payment calculation does not cover all or a portion of the utility allowance.
- *Security and Utility Deposits:* Security and utility deposit assistance may be provided in conjunction with ongoing HOME TBRA assistance. Security and utility deposits must be provided as a grant to the tenant. Security deposits will be paid to the landlord and may not total more than two months of rent for the unit. Utility deposits will be paid to the utility company based on customary utility deposit charges. Any security or utility deposit remaining after the end of tenancy must be returned to the tenant.

Attachment A - HOME MONITORING CHECKLIST, CASE FILE TBRA PROJECT

HOME Monitoring Checklist 7-A **Case File: TBRA Project**

Tenant Name: _____ **Tenant ID:** _____

Reviewer: _____ **Date:** _____

The monitor should select a sample of individual applicant files to ensure that all required documentation is contained in each file, and that decisions were made properly (e.g., preference status, rent subsidy, bedroom size).

QUESTIONS	ANSWER		NOTES
	Y	N	
A. APPLICANT DOCUMENTATION			
1. Does the file contain a completed application form?			
2. Are income limits of participants at or below: * 60 percent of median? * 80 percent of median?			
3. Were additional income criteria imposed by the PJ (if any) met?			
4. Did the applicant meet the PJ's residency requirement?			
5. Was eligibility for preferences verified and appropriate preference weight assigned (if applicable)?			
B. LEASING PROCESS DOCUMENTATION			
<i>Are these items in the files?</i>			
6. Coupon/Offer Date			
7. Date of Briefing			
8. PJ/Owner Contract			
9. Acceptable Tenant Lease			
10. Proper Tenant Lease Addendum			
11. Tenant Payment Calculation			
C. TENANT INCOME RECERTIFICATION			
<i>Verify the following actions.</i>			
12. On-time and accurate income recertification			
13. Copies of notices sent to owners and tenants noting the change in PJ and tenant payments			
14. Termination information, with date and reason (if applicable)			

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ATTACHMENT B - HOME MONITORING SUMMARY TBRA PROGRAM

HOME Monitoring Checklist 7-B

Monitoring Summary: TBRA Program

PJ Name: _____

Subrecipient Name (if applicable): _____

Reviewer: _____ **Date:** _____

QUESTIONS	ANSWER		NOTES
	Y	N	
A. PROGRAM POLICIES AND PROCEDURES			
1. Is the program administered in a manner consistent with the Consolidated Plan? a. If not, did the PJ receive approval to modify the program's design?			
2. Is there an adequate written program description for the program?			
3. Are there adequate procedures for making the program description available to the public?			
B. OUTREACH			
4. Is there an acceptable outreach and marketing plan?			
5. Is the outreach plan being implemented?			
C. PARTICIPANT SELECTION			
6. Are there procedures to ensure that all applicants get fair consideration for assistance?			
7. Are adequate application forms used?			
8. Based on a review of case files, has there been proper determination and documentation of the eligibility of program participants?			
9. Do 90 percent of all program participants have incomes at or below 60 percent of area median income?			
10. Are there adequate procedures for determining and documenting participant eligibility? a. Is the correct definition of annual income used? b. Do files contain the appropriate documentation to verify each household's income eligibility?			
11. Are there established selection criteria?			
12. Are the local preferences structured in a non-discriminatory way?			
13. Do tenant selection criteria assign weights consistently to any preferences (if applicable)?			
14. Is there a clearly established method of determining which households should receive offers and in what order?			
15. Is the offer date consistently documented in applicant files?			

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QUESTIONS	ANSWER		NOTES
	Y	N	
16. Do case files contain the following required documents: a. Program contract? b. Lease? c. Total tenant payment? d. Annual income recertification? e. Documentation of termination (if applicable)?			
17. Do case files document unit compliance with local codes and standards and Section 8 HQS: a. At initial occupancy? b. At annual reinspection? c. After any code related complaint?			
18. Do case files document that units meet the following qualifications: a. Unit is located within the proper jurisdiction or approved program area? b. Unit is not an owner-occupied co-operative unit?			
19. Based on a review of case files, are rents for participating units reasonable compared to similar unassisted units?			
20. Is there a system for ensuring that rents are reasonable by comparing them to similar units?			
21. Does a spot-check of comparable units indicate that the units are actually of comparable quality?			
22. Are there clear policies for determining appropriate unit size, and do case files show that these policies have been applied consistently?			
E. SUBSIDY ADMINISTRATION AND FILE DOCUMENTS			
23. Does the program's payment standard fall between the minimum and maximum allowed under the HOME Program, and is there adequate documentation of the payment standard?			
24. Do case files show that annual rent adjustments are consistent with a proper rent reasonableness determination?			
25. Do case files include notices informing the tenant and the owner of changes in the program and tenant's share of the rent?			
26. Are exception payment standards used properly?			

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QUESTIONS	ANSWER		NOTES
	Y	N	
27. Do case files show that proper utility allowances (either PHA allowances or proper local estimates) were used when determining contract rents?			
28. Is there a current utility allowance schedule?			
29. Is there a consistent policy for applying updated utility allowances?			
30. Do case files indicate proper calculation of the Total Tenant Payment (TTP) and any utility reimbursement?			

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o. of Bedrooms	Code Hispanic	Race of Head of Household	Code Size of Household
1 – 1 Bedroom	n – no	11 – White	1 – 1 Person
2 – 2 Bedrooms	y – yes	12 – Black or African American	2 – 2 Persons
3 – 3 Bedrooms		13 – Asian	3 – 3 Persons
4 – 4 Bedrooms	% of Area Median Code	14 – American Indian or Alaska Native	4 – 4 Persons
5 – 5 or more Bedrooms	1 – 0 – 30%	15 – Native Hawaiian or Other Pacific Islander	5 – 5 Persons
	2 – 30 – 50%	16 – American Indian or Alaska Native & White	6 – 6 Persons
Head of Household Code	3 – 50 – 60%	17 – Asian & White	7 – 7 Persons
1 – Single/Non Elderly	4 – 60 – 80%	18 – Black or African American & White	8 – 8 or more Persons
2 – Elderly		19 – American Indian or Alaska Native & Black or African American	
3 – Related/Single Parent		20 – Other Multi-racial	
4 – Related/Two Parent			
5 – Other			

Ten Cont = Tenant Contribution

Subs Amt = Amount of rental subsidy paid in the current month

Tot Rent = Amount of monthly rent charged by landlord

Diff = Difference between what is paid in current month and monthly rental amount

Enter Date = Date on which client first started receiving HOME services

Cont. End Date = Subsidy Contribution End Date

Exhibit “B”

Scope of Services

Overview

The Subrecipient shall use the granted HOME funds to operate the City’s Tenant Based Rental Assistance (“TBRA”) Program in accordance with the rules and regulations of the HOME Investment Partnerships Program (24 CFR Part 92). This Scope of Services includes all requirements stated in the HOME agreement between the Subrecipient and the City. All documents and records related to this Scope of Services, the HOME Agreement between the City and Subrecipient, and the City’s TBRA policies and procedures must be maintained in the tenant’s file.

The TBRA Program is a rental subsidy program created to help families afford housing costs such as rent, utilities, and security deposits. The City’s TBRA program is designed to assist chronically homeless families to become permanently housed, which was identified in the City’s Consolidated Plan as an unmet need. According to the U.S. Department of Housing and Urban Development (HUD), a chronically homeless person is an individual or family with a disabling condition who has been continuously homeless for a year or more or has had at least four episodes of homelessness in the past 3 years. Chronically homeless people are among the most vulnerable people in the homeless population. They tend to have high rates of behavioral health problems, including severe mental illness, and substance abuse disorders, conditions that may exacerbated by physical illness, injury or trauma. Consequently, they are frequent users of the emergency services, crisis response, and public safety systems.

Subrecipient will implement the TBRA program and provide all TBRA assistance to the City to run the TBRA program in accordance with HOME regulations and the City’s TBRA policies and procedures. The City anticipates Subrecipient will create partnerships with community providers to help provide the administrative and supportive services necessary to support this program. Agencies such as the Health Care Center for the Homeless (HCCH) will provide outreach services to locate potential participants that are identified as chronically homeless and initially qualify participants for the TBRA program and refer them to the region’s Coordinated Entry System (CES) for coordinated intake. Other agencies such as the Homeless Services Network (HSN), which manages the CES, will refer the chronically homeless participants to the Subrecipient. Subrecipient will enter into appropriate agreements with these agencies and others as necessary to implement the TBRA program. Subrecipient will accept participants for the City’s TBRA program only from the CES, managed by HSN. Other partnering agencies, such as HCCH, will provide non-mandatory case-management services which will allow tenants to gain access, at their option, to services designed to address their individual needs and preferences. These services may include the help of a counselor, help in building independent living and tenancy skills, assistance with integrating into the community, and connections to community-based health care, treatment and employment services. Subrecipient will also facilitate quarterly meetings with the City and these other partnering agency providers to review the TBRA process, any tenant’s progress, address program issues, and make appropriate recommendations for participant success.

The City will provide Subrecipient with an administrative fee of 7% of Subrecipient's total grant for administering the City's TBRA program. Reimbursements of administrative funds shall be requested no more frequently than once a month and only for costs incurred during that monthly period. Requests for reimbursement shall include adequate documentation of expenditures and a Personnel Activity Report shall be accompanied for personnel activities including, but not limited to, duties performed and time allocated in the form attached hereto as **Exhibit "I"**, or on such forms approved by the City.

In the event these scope of services need modification, Subrecipient's Executive Director and the City's Director of Housing and Community Development have the authority to approve modifications that are in writing and signed by both Directors, as long as the modifications do not involve any changes to the Budget or any monetary payments and are consistent with the TBRA program.

1. Subrecipient will administer the City's Tenant Based Rental Assistance (TBRA) Program in accordance with the City's Consolidated Plan, Annual Action Plan, and HOME TBRA Policies and Procedures and this HOME TBRA Agreement between City and Subrecipient. Subrecipient will provide adequate staffing and expertise to run the TBRA program pursuant to the HOME regulations and the City's TBRA policies and procedures and HOME Agreement.
2. Subrecipient will submit to the City written TBRA program procedures for the HCD Director's review and approval prior to the start of the TBRA program. The items submitted should include, but is not limited to, the coordination with partnering agencies, the application process, the determinations for eligibility, and how rental payments will be paid, distributed, and logged. This information should also include all copies of all forms to be used with the TBRA process, including the applications, rental coupons, unit approval request forms, eligibility calculation worksheets, leases, lease addendums, and HOME housing assistance contracts.
3. Subrecipient will assist eligible families with rent payments in the form of monthly rental subsidies payable to the property owner or representative management company, on behalf of the tenant. Security and utility deposit payments may be provided by Subrecipient on behalf of the tenants only when they are made in conjunction with rental assistance. Subrecipient will provide monthly subsidized rental assistance to approximately twenty (20) low-income chronically homeless families meeting HUD's definition of chronically homeless. Subrecipient will have provided rental assistance for all twenty (20) families by July 31, 2016.
4. Subrecipient will coordinate their affirmative marketing policies and efforts with their partnering agencies and report all forms of their coordination and marketing efforts in monthly and quarterly reports.
5. Subrecipient will take referrals from HSN. Subrecipient will evaluate the recommendations made by HSN and make final decisions on participant eligibility and selection.

6. Subrecipient will ensure that tenants are given the opportunity to receive rental assistance, if they so choose, for any affordable property within the boundaries of Orange County, Florida, as funds are available. HOME TBRA funds cannot be used to make commitments to specific projects. Therefore, tenants must be at liberty to use the rental assistance in any eligible unit within the boundaries of Orange County, Florida, if they so choose, once eligibility has been established.
7. Subrecipient will design and develop processes and forms necessary to run the TBRA program. This will include, but is not limited to, an application and intake process, developing all forms to operate the TBRA program, how applicant's will be referred from CES, how applicant's are selected from any waiting lists, forms and processes for delivering prompt notification to any applicant rejected, and any other documents, forms, or processes needed.
8. Subrecipient will review and verify for completeness a participant's eligibility, including but not limited to, their identity, income eligibility by determining their annual and adjusted income as set forth in 24 CFR §92.203 and under the method as defined in 24 CFR §5.609, and that they meet HUD's definition of chronically homeless. Other items Subrecipient shall confirm include preference eligibility, confirm the applicant is not receiving Section 8 or other federal assistance, and perform background checks to screen for convictions of drug-related criminal activity and lifetime registration requirements for sex offenders. For income eligibility, the HUD income eligibility calculator is recommended for this purpose. Annual income is vital to establishing eligibility for the TBRA program and shall at all times be consistent with Income Limits for the Orlando Metropolitan Statistical Area (MSA). If Subrecipient relies on any documentation from the other partnering agencies, Subrecipient will collect all required documents, forms and checklists in Subrecipient's determination of eligibility, so that appropriate records determining all aspects of eligibility are maintained for each participant in accordance with HOME regulations.
9. All applicants selected by Subrecipient to receive rental assistance must be determined to be low-income families in accordance with the Income Limits for the City of Orlando Metropolitan Statistical Area (MSA), as established by HUD and who are not receiving any other form of rental assistance from any other Federally-funded program. Low-income limits are defined as below eighty percent (80%) of the median family income as based on the Orlando Metropolitan Statistical Area (MSA). For this 2015 year, the income levels are as shown below:

1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
32,700	37,350	42,000	46,650	50,400	54,150	57,850	61,600

10. However, although no tenant receiving assistance can exceed 80% of Orlando MSA, Subrecipient must also comply with 24 CFR §92.216 which requires 90% of the selected families to have annual incomes that do not exceed 60% of the median income for the Orlando MSA.

11. Every year, tenant's income must be recertified. Subrecipient will verify the family's annual income following HUD guidelines and adjust rent accordingly at renewal. Subrecipient will establish guidelines for this process, keeping in mind the annual recertification must be completed prior to the anniversary date. Subrecipient will review and approve any rent increases requested by the landlord for compliance with HOME regulations, the City's policies and procedures, and the HOME TBRA agreement.
12. Subrecipient will determine the applicant's subsidy amount and total tenant payment contribution. Subrecipient must calculate the adjusted income of each participant as defined in 24 CFR §5.611 (Part 5) to determine the total tenant payment (TTP), which is a measure of a family's ability to pay housing costs and determines the rental subsidy and the tenant's share of the rent. The TTP will not exceed 30% of the applicant's adjusted income; however, this number may be zero if the applicant has no income.
13. Subrecipient will determine eligible unit size (i.e. number of bedrooms) appropriate for the family size and composition in compliance with the City's occupancy standards. Subrecipient will ensure that the rent does not exceed the City's adopted rent standard, which is the Fair Market Rent (FMR) based on bedroom size as defined by the HUD Section 8 Program. Subrecipient will also determine that rents are reasonable and determine the utility allowance to calculate allowable HOME rent. The maximum monthly rental assistance cannot exceed the difference between the City's rent standard for the unit size and 30 percent of the family's monthly adjusted income, in accordance with 24 CFR §92.209(h).
14. Prior to unit approval and determination of the amount of rental assistance, Subrecipient will require tenant to submit a request to the Subrecipient for a Housing Quality Standards (HQS) inspection to be conducted by a certified inspector to ensure that the unit is decent, safe, and sanitary pursuant to HUD regulations under the TBRA.
15. The Subrecipient will perform a Housing Quality Standards Inspection on the requested unit based on the standards established by HUD and in conjunction with local building and safety codes. Subrecipient must perform a complete inspection for each proposed unit, prior to tenant occupancy of any unit and/or prior to the signing of any agreement between the Subrecipient and the tenant of the unit or landlord. All units leased must meet HQS and all applicable local housing and building codes and zoning ordinances. Subrecipient will also perform an annual HQS inspection upon recertification. Subrecipient will also certify the rent reasonableness of the rent charged based on active rents being charged for comparable non-assisted units in the same area. Subrecipient will maintain all documents related to the HQS inspection and the determination of rent reasonableness and include these records in the tenant's file. Under no circumstances will Subrecipient allow rent to exceed the FMR standard as established by HUD and adopted as the City's rent standard. Subrecipient must disapprove a lease if the rent is not reasonable.

16. Subrecipient will also conduct all necessary lead based paint inspections in accordance with federal law and HOME regulations.
17. Subrecipient will also conduct ongoing inspections of the units leased during the tenancy to ensure compliance with TBRA property standards.
18. In connection with the leasing of the unit and before the payment of any assistance, Subrecipient will prepare, review, and obtain all of the necessary documents to comply with the HOME regulations including leases, the HOME TBRA Lease Addendum, and the HOME TBRA Housing Assistance Contract to ensure compliance with HOME regulations.
 - a. If the lease utilized is not the Subrecipient's standard lease or rental agreement, Subrecipient must review and approve the terms of the lease to ensure the lease does not contain prohibited lease terms or language that is not in accordance with the HOME regulations. The Subrecipient shall provide the landlord with the TBRA lease addendum to ensure compliance with HOME regulations which lease must be for the term of one year and not exceed twelve (12) months. Subrecipient must ensure that this TBRA lease addendum is attached to the lease, reviewed and signed by both tenant and landlord.
 - b. The Subrecipient, landlord, and tenant must also enter into a HOME TBRA Rental Assistance Contract describing, among other things, Subrecipient's rent obligations and HOME requirements and each parties obligations to ensure compliance with HOME TBRA program regulations.
 - c. The term of the HOME Tenant-Based Rental Assistance Contract between Subrecipient and landlord shall not exceed twelve (12) months and shall coincide with the dates and term of the lease between the landlord and tenant. Subrecipient will coordinate the payment of all money to landlord including the collection of tenant's share of any money to be paid to landlord.

Exhibit “C”

Budget

Expense Item	Cost
Rental Assistance	\$204,600.00
Administrative Costs: OHA (7% of Program Costs)	\$ 15,400.00
TOTAL PROGRAM COST	\$220,000.00

Exhibit “D”

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR
CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out this Agreement, Subrecipient and its contractors and subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Subrecipient shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such employment practices shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. Subrecipient shall state in all job postings, solicitations, or advertisements for employees that it is an Equal Opportunity Employer. Subrecipient shall also post that it is an Equal Opportunity Employer in a visible place in the office.

Exhibit “E”

SECTION 3 CLAUSE

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development (“HUD”) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual agreement or other disability which would prevent them from complying with these requirements.
- C. Subrecipient will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- D. Subrecipient will include this Section 3 Clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that Subrecipient is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. Subrecipient will not subcontract with any agency where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the agency has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its subrecipients, and its successors, and assigns to those sanctions specified by the HOME Program Agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135, which include termination of this Agreement for default and debarment and suspension from future HUD-assisted contracts.

Exhibit “F”

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 Developer 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 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:

**The Housing Authority of The City
of Orlando**

By: _____

Date: _____

Exhibit “G”

**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 (“HUD”) in awarding the Grant. If it is later determined that OHA knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the Housing Department and/or the HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. OHA will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. OHA 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 OHA’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. OHA’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 be engaged in the performance of the 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 under the Loan, 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 (5) calendar days after such conviction
 - E. Notify the City’s Housing and Community Development Department and/or the HUD 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. OHA shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the Loan funds (including street address, city, county, state, zip code and total estimated number of employees). OHA further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the Loan, it shall notify the City's Housing and Community Development Department and/or HUD immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

Exhibit “H”

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 The Housing Authority of the City of Orlando and is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires:

Exhibit "I"
PERSONNEL ACTIVITY REPORT

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

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