

RESOLUTION NO. 2023- 929

A RESOLUTION APPROVING THE EXECUTION BY THE MAYOR AND ATTESTATION BY THE CITY CLERK OF AN EMERGENCY SOLUTIONS GRANT RAPID UNSHELTERED HOUSING AGREEMENT BETWEEN THE CITY OF TAMPA AND DAWNING FAMILY SERVICES, INC. A FLORIDA NONPROFIT CORPORATION, FOR THE PROVISION OF RAPID REHOUSING SERVICES TO INDIVIDUALS AND FAMILIES EXPERIENCING OR AT RISK OF HOMELESSNESS UNDER THE EMERGENCY SOLUTIONS GRANT RAPID UNSHELTERED HOUSING PROGRAM OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$300,000.00 OVER A ONE-YEAR TERM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa ("City") submitted a One Year Action Plan ("Action Plan") for the fiscal year ending September 30, 2024 (Program Year 2023), as approved by City Council, to the U.S. Department of Housing and Urban Development ("HUD") and was awarded a grant as an area affected by a major disaster declared pursuant to the Strafford Act on or after December 20, 2019 (e.g., an area covered by DR-4673-FL, dated September 29, 2022) for the use of funds from the Emergency Solutions Grant Rapid Unsheltered Housing Program (ESG-RUSH) and the use of ESG-RUSH funds for those activities identified in the Action Plan;

WHEREAS, in preparation of the Action Plan, the City previously advertised a Request for Proposals in order to solicit responses from parties interested in providing housing and other supportive services, and Dawning Family Services, Inc., ("Subrecipient") was selected to provide the services to individuals and families experiencing homelessness enumerated in the attached Emergency Solutions Grant Rapid Unsheltered Housing Agreement ("Agreement") at a cost not to exceed \$300,000.00 ("Grant Funds") over a one year period contingent upon available funds;

WHEREAS, this activity meets the criteria of the national objective and is eligible under the ESG regulations at 24 CFR 576;

WHEREAS, all allowable expenses to be reimbursed under this Agreement will be paid from available ESG-RUSH grant program funds; and

WHEREAS, it is in the best interest of the City to enter into this Agreement.

NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the execution by the Mayor and attestation by the City Clerk of the attached Emergency Solutions Grant Rapid Unsheltered Housing Agreement between City and Subrecipient, in substantially the same form as the copy attached hereto and by reference made a part hereof, is hereby approved.

Section 2. That the proper officers of the City of Tampa are hereby authorized and empowered to do all things necessary and proper to carry out and make effective the terms and conditions of this Resolution and Agreement.

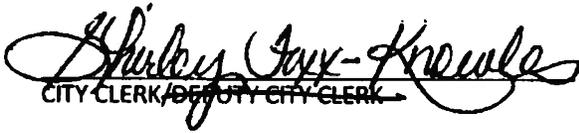
Section 3. That reimbursement of expenses incurred by the Subrecipient pursuant to the Grant Agreement shall be limited to \$300,000.00 over a one-year period.

Section 4. That the City Clerk shall file a fully executed copy of the Agreement in the official records of the City of Tampa as maintained by the Office of the City Clerk.

Section 5. That this Resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED by the City Council of the City of Tampa, Florida, on SEP 21 2023.

ATTEST:


CITY CLERK/DEPUTY CITY CLERK


CHAIR/CHAIR PRO-TEM, CITY COUNCIL

Approved as to Form:

e/s Rebecca Johns

ASSISTANT CITY ATTORNEY

**EMERGENCY SOLUTIONS GRANT RAPID UNSHELTERED HOUSING
GRANT AGREEMENT**

THIS AGREEMENT ("Agreement") is made as of _____, 20____, by _____ and between the **City of Tampa**, a municipal corporation organized and existing under the laws of the State of Florida ("**City**"), the address of which is 306 E. Jackson Street, Attn: Director, Housing & Community Development, Tampa, Florida 33602, and **Dawning Family Services, Inc.**, ("**Subrecipient**"), the address of which is 6718 N. Armenia Ave, Tampa, FL 33604.

WITNESSETH:

WHEREAS, City submitted a One Year Action Plan ("**Action Plan**") for the fiscal year ending September 30, 2024 (Program Year 2023), as approved by City Council, to the U.S. Department of Housing and Urban Development ("**HUD**"), and was awarded a grant as an area affected by a major disaster declared pursuant to the Strafford Act on or after December 20, 2019 (e.g., an area covered by DR-4673-FL, dated September 29, 2022) for the use of funds from the Emergency Solutions Grant Rapid Unsheltered Housing Program ("**ESG-RUSH**") and the use of ESG-RUSH funds for those activities identified in the Action Plan

WHEREAS, in preparation of the Action Plan, City previously advertised a Request for Proposals ("**RFP**") in order to solicit responses from parties interested in providing those services enumerated in Article I below at a cost not to exceed \$300,000.00 over a one-year period contingent upon available funds; and

WHEREAS, Subrecipient submitted a response to the RFP and was subsequently selected to provide the services provided for in the RFP; and

WHEREAS, this activity meets the criteria of the national objective and is eligible under the ESG regulations at 24 CFR 576; and

WHEREAS, all allowable expenses to be reimbursed under this Agreement will be paid from available ESG-RUSH grant program funds; and

WHEREAS, it is in the best interest of City to enter into this Agreement.

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

The following attached documents are hereby incorporated hereto:

- | | |
|-----------|---|
| Exhibit A | Scope of Services |
| Exhibit B | Reimbursement Request Form |
| Exhibit C | Quarterly Report |
| Exhibit D | Section 3 Report |
| Exhibit E | Closeout Report |
| Exhibit F | Local, State and Federal Law and Regulations |
| Exhibit G | Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards |

ARTICLE I - SCOPE OF SERVICES

Subrecipient shall carry out, or cause to be carried out, in a satisfactory and proper manner as determined by City, all services described or referred to in **Exhibit "A"** ("Services"). In carrying out these Services, Subrecipient shall:

- (a) Operate the program in accordance with the provisions of this Agreement, regulations found in 24 CFR Part 576 of the Emergency Solutions Grant program, and all other applicable HUD regulations;
- (b) Conduct an ongoing assessment of the housing assistance and supportive services required by the participants in the program;
- (c) Assure the adequate provision of supportive services to the participants in the program; and
- (d) Comply with such other terms and conditions, including record keeping and reports (which must include racial and ethnic data on participants) for program monitoring and evaluation purposes, as City or HUD may establish for purposes of carrying out the program in an effective and efficient manner.

ARTICLE II - PERIOD OF THE AGREEMENT; EFFECTIVE DATE

This Agreement shall be in effect for the period commencing on October 1, 2023 and shall continue in full force and effect, unless terminated or cancelled pursuant to Articles VIII or IX of this Agreement, for a period of one (1) year, or for ninety (90) days following City's full and complete disbursement of allotted Grant Funds to Subrecipient, whichever comes first.

ARTICLE III – REIMBURSEMENT

Strictly conditioned upon actual receipt of funds by City from HUD, and the successful performance by the Subrecipient per the performance measures described herein, City shall reimburse Subrecipient for the Services in an amount not to exceed **\$300,000.00** over a one-year period ("**Grant Funds**") at no more than the amounts stipulated in the City of Tampa Reimbursement Request Form, attached as **Exhibit "B"** ("**Reimbursement Request Form**"). On a monthly basis, Subrecipient shall submit a Reimbursement Request Form, on Subrecipient's letterhead, along with all invoices and documentation to substantiate the reimbursement request. Each request must specify the line-item in the budget for which reimbursement is being requested, must be accompanied by proof of compliance, as defined in the Reimbursement Request Form, and must be signed by an authorized representative of the Subrecipient. Requests for reimbursement, done in accordance with this section, must be submitted via the Neighborly platform to the City of Tampa Housing and Community Development Department. The invoices and documentation must meet City's auditing requirements and provide sufficient detail for a proper pre-audit and post-audit to ensure proper accounting and expenditure of Grant Funds. Invoices and back-up documentation will be reviewed for completeness, accuracy of forms, allowable and unallowable expenditures, and contract performance objectives. City may request additional information from Subrecipient, as many times as necessary, to ensure the accuracy of the invoice prior to approval. Pursuant to §218.70, Fla. Stat., otherwise known as the "Local Government Prompt Payment Act," City

shall remit payment to the Subrecipient within forty-five (45) days after receipt of an approved invoice.

Grant Funds received under this Agreement may not be used to replace other amounts made available or designated by state or local governments through appropriations for the same uses as outlined herein. Pursuant to Section 218.77, Florida Statutes, City is paying for this contract with federal funds and shall not make payments without reasonable assurance that federal funds to cover the cost thereof will be received.

SUBRECIPIENT ACKNOWLEDGES THAT THIS AGREEMENT IS STRICTLY CONDITIONED UPON THE ACTUAL RECEIPT BY THE CITY OF THE GRANT FUNDS FROM HUD.

ARTICLE IV - ADMINISTRATIVE COSTS

ESG Regulations in Title 24 CFR Section 576.21(a)(5) cite administration as an eligible activity for the ESG program when applied in accordance with 42 U.S.C. 11378 specifies that subrecipients receiving funds from ESG Grants may use no more than 7.5% of the amounts received for administrative costs. Section 576.57 of ESG regulations cites the applicability of 2 CFR Part 200 and Office of Management and Budget 2 C.F.R. Part 200 uniform acceptance and use of Grant Funds. Subrecipient shall strictly adhere to these regulations when determining costs incurred for the administration of services.

ARTICLE V - PROGRAM INCOME

As defined in 2 CFR 200, "Program Income" means gross income received by Subrecipient that has been directly generated by an ESG-supported activity or earned only as a result of the ESG grant agreement. In the event Subrecipient receives Program Income for activities rendered hereunder, Subrecipient shall account for Program Income in accordance with requirements set forth in 2 CFR 200, and observe the provisions of 2 CFR 200 regarding the disposition of real property that has been acquired in part or in whole with ESG funds. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Subrecipient shall report its plan to utilize such income to City and said plan shall require the prior written approval of City.

ARTICLE VI - REPORTING REQUIREMENTS

Subrecipient shall submit Quarterly Reports, attached as Exhibit "C", and Section 3 Reports, attached as Exhibit "D", on a quarterly basis and a Closeout Report, attached as Exhibit "E", the forms of which shall either be supplied by or reasonable acceptable to the City. Quarterly periods to be reported are October-December, January-March, April-June, and July-September. Quarterly Reports are due by the 15th day of the month following the period reported. The Closeout Report covers the entire period of October-September and is due no later than fifteen (15) days from the expiration of a particular FY/PY or termination of this Agreement. Notwithstanding anything in the foregoing to the contrary, the City may in writing require a Closeout Report be submitted earlier in a particular FY/PY. Additional information may be required in the future as a result of requests from City. Subrecipient agrees to provide such additional information as and when requested by City. Failure to submit an approvable quarterly report will result in a Default as provided for in Article VIII below.

Subrecipient shall report all personnel changes, changes to systems utilized to carry out its duties herein, any conflicts of interest that occur during the period of performance, debarment and suspensions,

and incidents of fraud, waste and abuse. Should a project receive additional funding after the commencement of this Agreement, Subrecipient shall notify City in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by City within forty-five (45) days of such notification.

ARTICLE VII - MODIFICATION

Unless otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by the duly authorized representatives of both parties and approved by City Council of the City of Tampa ("City Council"). However, City representative(s) may, without City Council approval, make adjustments to line-item amounts, scope clarifications, or extensions of time (for no more than 6-months) and schedule that do not change the Services or exceed the amount funded.

ARTICLE VIII - DEFAULT

A "Default" shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with the Stewart B. McKinney Homeless Assistance Act. A Default shall also consist of any material breach of this Agreement, failure to comply with the audit requirements as provided in Article X herein, failure to expend Grant Funds in a timely manner or in accordance with this Agreement, or misrepresentations in the application submission which, if known by City and/or HUD, would have resulted in a grant not being provided.

Upon the occurrence of an act of Default as defined hereinabove, in addition to any legally available judicial remedy and upon giving notice to, and allowing Subrecipient an opportunity to cure or respond to such notice, City may, in its sole discretion, terminate this Agreement or take such other action as provided in 2 CFR 200, including but not limited to: (a) temporarily withhold cash payment pending correction of the deficiency by Subrecipient; (b) disallow all or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend or terminate the current award for Subrecipient's program; (d) withhold further awards for the program; or (e) take other remedies that may be legally available. The enforcement remedies identified in this Article, including suspension and termination, do not preclude Subrecipient from being subject to Debarment and Suspension under E.O. 12549 and 12689 (2 CFR 200). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. For purposes of this Agreement, a reasonable opportunity to respond to any Default shall be ten (10) calendar days from receipt by Subrecipient of City's written notice of such Default.

In the event Subrecipient is found in Default of this Agreement or there is a cancellation thereof (as defined in Article IX below), City may elect, at its sole discretion, to continue providing Grant Funds to Subrecipient for the continued provision of emergency shelter, transitional housing and related services until such time as Subrecipient takes the appropriate corrective action(s) to cure the Default or City, through the request for proposal ("RFP") process, enters into a separate agreement with another non-profit organization for the provision of services provided herein.

ARTICLE IX - CANCELLATION OF AGREEMENT

Upon thirty (30) days advance written notice to the other party, this Agreement may be cancelled by either party for any reason in accordance with the provisions in 2 CFR 200. Furthermore, this Agreement may be cancelled immediately upon written notice to Subrecipient in the event any government official declares a local, state or federal emergency or disaster that would require reallocating Grant Funds to relief purposes.

ARTICLE X - AUDIT REQUIREMENTS

In the event that, during the period of this Agreement, Subrecipient expends more than \$750,000.00 in federal funds in an operating year from this and other federal grants, Subrecipient shall, at its own cost and expense, provide for an independent audit to be conducted. The audit shall be completed, and a copy furnished to City, within the earlier of: (i) thirty (30) calendar days after receipt of the auditor's report(s), or (ii) nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the City. For purposes of this Agreement, an operating and/or audit year is the equivalent to Subrecipient's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, which is made part of this Agreement by this reference. 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 City of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) calendar days after City has notified Subrecipient of such non-compliance. Said reimbursement shall not preclude City from taking any other action as provided in Article VIII herein.

If the total expenditure does not exceed \$750,000.00 during an operating year, Subrecipient shall only provide City with its annual financial statement within ninety (90) calendar days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

ARTICLE XI - NON-ASSIGNABILITY

Subrecipient shall not assign any rights or obligations under this Agreement without the prior written consent of City. In the event that Subrecipient assigns this Agreement or any part hereof without the prior written consent of City, Subrecipient shall not be relieved of any obligation or liability under this Agreement.

ARTICLE XII – INSURANCE

During the entire term of this Agreement and any approved extensions thereof, Subrecipient shall provide, pay for, and maintain the insurance policies listed below with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to City if not rated by A.M. Best. All insurance shall be from responsible companies duly

authorized to do business in the State of Florida. Such insurance shall be primary coverage afforded to the additional insured and shall contain a cross-liability or severability of interest clause. Liability policies shall name City as an additional insured as to the operations of Subrecipient under this Agreement. The insurance coverage and limits required below must be evidenced by a properly executed Accord 25 Certificate of Insurance form (or its equivalent). Subrecipient shall submit a copy of the certificate(s) to City's Department of Housing and Community Development, 306 E Jackson Street, Tampa, Florida 33602 within thirty (30) calendar days of the effective date of this Agreement.

In the event that Subrecipient fails to submit the certificate(s) verifying the minimum coverage and amounts specified herein, City, at its own discretion, may withhold payment of Grant Funds until such time as the certificate(s) is received by Housing and Community Development. Each certificate must be personally and manually signed by the authorized representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty (30) days' prior written notice by must be given to City of any cancellation, 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 coverage required herein is to be primary to any insurance carried by City or any self-insurance program thereof. Subrecipient shall be responsible for any deductibles under its policies. Subrecipient shall ensure that all of its contractors and subcontractors carry adequate types and limits of insurance.

The acceptance of delivery to City of any certificate of insurance evidencing the insurance coverage and limits required hereby does not constitute approval or agreement by City that the insurance requirements have been met or that the insurance policies shown in the certificate of insurance are in compliance with the requirements herein.

Subrecipient shall provide and maintain the following insurance policies:

- (a) Workers' Compensation and Employers' Liability Insurance shall be provided for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. The amount of the employers' liability insurance shall not be less than \$1,000,000.00 bodily injury by accident for each accident, \$1,000,000.00 bodily injury by disease for each employee, and \$1,000,000.00 bodily injury by disease policy limit.
- (b) Commercial General Liability Insurance shall be written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, with a minimum limit of \$1,000,000.00 each occurrence and a \$2,000,000.00 aggregate. Such policy shall include 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. Completed operations liability coverage shall be maintained for a minimum of one-year following completion of the work. The insurance shall not exclude coverage for sexual molestation.
- (c) Automobile Liability Insurance shall be maintained in accordance with the laws of the State of Florida as to the ownership, maintenance, and use of all owned, non-owned, or hired vehicles used in connection with this Agreement. The minimum limit shall be \$1,000,000.00 bodily injury and property damage combined single limit each accident.

ARTICLE XIII - COMPLIANCE WITH LOCAL, STATE AND FEDERAL RULES, REGULATIONS AND LAWS

Subrecipient shall comply with all applicable federal, state and local laws, orders, codes, regulations and policies governing ESG RUSH Funds provided under this Agreement. The attached Exhibit "F" provides a partial overview of federal requirements as they relate to the ESG-RUSH Funds. Subrecipient shall utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient shall comply with all applicable City of Tampa Department of Housing and Community Development Procedures and Policies, as set forth in the City of Tampa Department of Housing and Community Development Manual of Procedures and Standards, incorporated herein and by reference made a part hereof, as well as all City Permit and Inspection requirements. Subrecipient shall also comply with 24 CFR 576, as amended (regulations governing the expenditure of ESG Funds).

Subrecipient acknowledges that the ESG-RUSH program is subject to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. §§5121-5207, and must have adequate procedures in place to prevent any duplication of benefits.

ARTICLE XIV - PUBLICITY

Any news release or other type of publicity pertaining to the work performed pursuant to this Agreement must be approved by City representatives and must recognize City as a sponsor and HUD as the funding source.

ARTICLE XV - MAINTENANCE OF RECORDS

Subrecipient shall maintain all records and accounts including property, construction, personnel, client eligibility, housing assistance time limitations, and financial records related to the provision of Services authorized hereunder to assure a proper accounting and monitoring of all Grant Funds. In the event that City determines that such records are not being adequately maintained, City may cancel this Agreement in accordance with Article VIII above.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as City, HUD, representatives of the Comptroller General of the United States or other federal agency may require. Subrecipient will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. Subrecipient shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the Consolidated Annual Performance and Evaluation Report (CAPER) date (as defined below). 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 the end of the required period, whichever is later. The retention period starts from the date of City's submission of the CAPER, as prescribed in 24 CFR 91.520, in which the Services as described in Exhibit "A" are reported on for the final time rather than from the date of submission of the final expenditure report for the award.

ARTICLE XVI – MONITORING AND EVALUATION

City, in accordance with the ESG Policies and Procedures issued by the City's Department of Housing and Community Development, shall be responsible for monitoring and evaluating all aspects of the services provided by Subrecipient under this Agreement. City shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the City or HUD to accomplish this evaluation, subject to state and federal confidentiality requirements.

In order to properly monitor and evaluate Subrecipient's performance under this Agreement, City shall make on-site inspections as often as it deems necessary. Recordkeeping is the most critical aspect of monitoring. Files must be maintained and organized so that all documentation of compliance is readily available to the monitoring staff. Use of file checklists to organize files is required. Further, Subrecipient shall submit an activity report with each reimbursement request, which details the progress made to date toward the completion of the Services. Failure by Subrecipient to submit required documentation in a timely fashion will result in non-reimbursement until corrective action is taken. Failure to assist City in its monitoring and evaluation efforts, including allowing City to conduct the on-site inspections and have access to Subrecipient's records, as required, shall result in a Default as provided for in Article VIII above.

ARTICLE XVII - NEGATION OF AGENT OR EMPLOYEE STATUS

Subrecipient shall perform this Agreement as an independent contractor and nothing contained herein shall in any way be construed to designate or represent the Subrecipient or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary, or sub-agent of Subrecipient to be a representative, agent, sub-agent, or employee of City.

Subrecipient understands and agrees that City is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to this insurance or taxes of Subrecipient and assistant(s) of Subrecipient.

In no event and under no circumstances shall any provision of this Agreement make City liable to any person or entity that contracts with or provides goods or services to the Subrecipient in connection with the services the Subrecipient has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against the Subrecipient. There is no contractual relationship, either express or implied, between City and any person or entity supplying any work, labor, services, goods or materials to the Subrecipient as a result of the provisions of the services provided by the Subrecipient hereunder or otherwise.

ARTICLE XVIII - SUBCONTRACTS

Subrecipient is required to provide all work pursuant to this Agreement and in no event shall any portion be subcontracted to any other party without City's prior written consent. If any work is assigned or subcontracted, it shall not in any way affect the provisions of this Agreement. Subrecipient is only allowed to subcontract with properly licensed and insured contractors for services, including, but not necessarily limited to, new construction and building relocation and rehabilitation. All contracts with properly licensed contractors shall be in writing and subject to approval by City. Subrecipient agrees to monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient shall undertake to ensure that all subcontracts entered into under to the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process. Subrecipient will include the provisions of **Exhibit "F"** in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

ARTICLE XIX - CONFLICT OF INTEREST

Subrecipient guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Subrecipient agrees that no member of the governing body of the locality in which the Subrecipient is situated, and no other public official of such locality or localities who exercises or has exercised any functions or responsibilities with respect to ESG-RUSH-assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the ESG-RUSH-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

Unless expressly permitted by HUD, Subrecipient agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of Subrecipient and who exercises or has exercised any functions or responsibilities with respect to ESG-RUSH-assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the ESG-RUSH-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or with respect to the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

ARTICLE XX - INDEMNIFICATION

Subrecipient shall defend, hold harmless and indemnify City from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which City may sustain, suffer or incur or be required to pay by reason of: (1) the loss of any monies paid to Subrecipient; (2) fraud, defalcation or dishonesty on the part of any person representing, employed, contracting, or subcontracting by Subrecipient; (3) any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of Subrecipient or any of its contractors, subcontractors, material men, suppliers or laborers in the execution or performance of this Agreement; or (4) a judgment regardless of whether such judgment is covered by the insurance required under Article XII of this Agreement.

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

ARTICLE XXI - PUBLIC RECORDS

Subrecipient shall assist City in complying with any and all public records requests made of City pursuant to Chapter 119, Florida Statutes, with regard to matters pertaining to this Agreement. As defined in §119.011(1), Florida Statutes, "public records" means all documents, papers, letters, maps, books, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

ARTICLE XXII - 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 the termination of this Agreement.

ARTICLE XXIII - 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.

ARTICLE XXIV - HEADINGS

All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE XXV – VENUE AND COSTS

This Agreement shall be construed under the laws of the State of Florida. In the event of a dispute, venue shall be in Hillsborough County, Florida and the prevailing party shall be entitled to recover attorney fees and costs.

ARTICLE XXVI - JURY TRIAL WAIVER

Subrecipient hereby waives any and all right it may have to a trial by jury of any issue arising out of or related to this Agreement.

ARTICLE XXVII - SEVERABILITY

If any item or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE XXVIII - NOTICE AND GENERAL CONDITIONS

All notices which may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by United States Postal Service certified mail, return receipt requested,

addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by delivered by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City:

HCD Director
Housing & Community Development
306 E Jackson Street
Tampa, Florida 33602
Email: _____

Subrecipient:

Executive Director
Dawning Family Services, Inc.
6718 N. Armenia Ave
Tampa, FL 33604
Email: fcasagni@dawningfs.org

Notice may be provided by electronic mail at the email address provided for herein, or such other email address as provided to the other party in writing, provided that email receipt is confirmed or such email notice is followed by one of the other methods of notice provided above. Such email notice shall be deemed received upon receipt by the recipient.

ARTICLE XXIX - MERGER CLAUSE

This Agreement together with the exhibits hereto sets forth the entire agreement between the parties and there are no promises or understandings other than those stated therein. Any and all exhibits referenced in this Agreement shall be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated exhibits, then this Agreement will prevail.

ARTICLE XXX - TERMS

Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation.

ARTICLE XXXI - ESTOPPEL/WAIVER

The failure of City to enforce any term or condition of this Agreement shall not constitute a waiver or estoppel of any subsequent violation of this Agreement.

ARTICLE XXXII. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but shall constitute one and the same amendment; provided, however, this Agreement shall not be effective until fully executed by both parties and subject to the formalities required by the City of Tampa Code. Executed counterparts may be delivered via electronic mail (including PDF or any electronic signature complying with Section 668.50, Florida Statutes, or other applicable law).

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE FOR EMERGENCY SOLUTIONS GRANT RAPID UNSHELTERED HOUSING AGREEMENT]

IN WITNESS HERETO, the parties herein have caused this Agreement to be executed on the day specified herein below.

CITY OF TAMPA, a municipal corporation organized and existing under the laws of the State of Florida

By: Jane Castor
Jane Castor, Mayor

Date: 10/17/23

APPROVED AS TO FORM BY:

Rebecca Johns
Rebecca Johns
Assistant City Attorney

ATTEST:

Shirley Fox-Knowles
City Clerk/~~Deputy City Clerk~~



[SIGNATURE PAGE FOR EMERGENCY SOLUTIONS GRANT RAPID UNSHELTERED HOUSING AGREEMENT]

IN WITNESS HERETO, the parties herein have caused this Agreement to be executed on the day specified herein below.

Witnesses:

Charlette Turshel
Print Name: Charlette Turshel
Denise Wolter
Print Name: Denise Wolter

DAWNING FAMILY SERVICES, INC.

By: Tammi Casagni
Name: Tammi Casagni
Title: CEO
Date: 10/9/2023

ACKNOWLEDGEMENT

State of Florida
County of Hillsborough

THE FOREGOING INSTRUMENT was acknowledged before me by means of [] physical presence or [] online notarization, this 09 day of October, 2023, by Christine Long, as Chief Programs Officer of Dawning Family Services, Inc. and on behalf of the corporation, who is [] personally known to me or [M] has produced FUDL 6225-805-76-7088 P as identification.

[AFFIX NOTARY SEAL/STAMP]



LAURENCIA JOSEPH
Notary Public
State of Florida
Comm# HH409781
Expires 6/13/2027

Laurencia Joseph
Signature of Notary
Name Laurencia Joseph
(Print or Type Name)

NOTARY PUBLIC: State of Florida
My Commission Expires: 6/13/2027

EXHIBIT "A"
Dawning Family Services, Inc. FY24/PY23
SCOPE OF SERVICES

1. GENERAL

Emergency Solutions Grant – Rapid Unsheltered Housing Program Funds can be used to address housing and services needs of people experiencing homelessness whose needs are exacerbated by disasters, and people who are at risk of longer-term homelessness as a result of disasters. Households experiencing or at risk of homelessness must have been residing in an area affected by a major disaster pursuant to the Stafford Act on or after December 20, 2019, and have needs that will not be served or fully met by the TSA Program and other existing Federal disaster relief programs.

2. RAPID RE-HOUSING SERVICES

"Rapid Re-housing Services" the Subrecipient will increase the availability and accessibility of emergency homeless services for the purpose of creating a suitable living environment for homeless persons. Rapid Rehousing Services are designed to provide housing relocation and stabilization services and short and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

Subrecipient shall likewise, unless federally exempt, comply with the terms and conditions set forth in the CFR, Part 576 Emergency Solutions Grant Program Requirement, Section 576.400 (f) (regarding the use of HMIS (CLARITY)). Subrecipients must also adhere to the terms set in the CLARITY Agency Partner Agreement.

Subrecipient shall likewise, unless federally exempt, comply with the terms and conditions set forth in the CFR, Part 576 Emergency Solutions Grant Program Requirements, Section 576.400 9d) (regarding the use of Centralized or coordinated assessment). Subrecipients must adhere to the process administered in Hillsborough County through the Tampa Hillsborough Homeless Initiative's Coordinated Intake and Assessment process and use of the VI-SPDAT.

This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in 24 CFR 576.105, the short- and medium-term rental assistance requirements in 24 CFR 576.106, and the written standards and procedures established under 24 CFR 576.400.

T Subrecipient shall write and maintain policies and procedures specific to this federal program. Policies will be reviewed by the City of Tampa and must be made available upon request by monitoring staff.

3. HOUSING QUALITY

All ESH-RUSH-assisted housing (“Assisted Housing”) must meet the applicable housing quality standards outlined below:

- (a) **State and local requirements.** Subrecipient must provide safe and sanitary housing that is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing;
- (b) **Rent Standards.** Subrecipient shall ensure that the rents being charged for housing assisted units are reasonable, as provided for in the ESG-RUSH regulations in 24 CFR 574.320(a)(3). Reasonableness is tested as follows: (i) the rent charged for the unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market; and (ii) the rent charged cannot be higher than rents currently charged by the owner for comparable unassisted units. At no time shall the rent charged to eligible individuals for assisted housing provided for hereunder exceed the reasonable rental amount.
- (c) **NSPIRE Inspection Standards.** Except for such variations as proposed by the locality and as approved by HUD, all Esh-RUSH program housing must meet or exceed the National Standards for the Physical Inspection of Real Estate (“NSPIRE”), as published in the Federal Register, Vol. 88, No. 129, both at commencement of assisted occupancy and throughout the assisted tenancy.
- (d) **Lead Based Paint.** Subrecipient shall: (i) enact written procedures to ensure that Subrecipient and the owner of the Assisted Housing meet the requirements of 24 CFR 576 and 24 CFR Part 35, including the use of Chapter 24 of the HUD CPD Monitoring Handbook; and (ii) ensure that individuals receiving assistance provided for herein are provided with the “Disclosure of Information on Lead Based Paint and/or Lead Based Paint Hazards,” as provided by the U.S. Environmental Protection Agency, attached hereto as Exhibit “G,” and ensure that a copy of such disclosure is maintained in such individual’s client file and records;

4. COMPLIANCE WITH VIOLENCE AGAINST WOMEN ACT

Subrecipient shall comply with the Violence Against Women Act (“VAWA”), 34 U.S.C. §12471. Subrecipient shall include a VAWA Lease Addenda to all lease agreements and provide forms HUD 5380: *Notice of Occupancy Rights Under the Violence Against Women Act* and HUD 5382: *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternative Documentation* to all individuals applying for or receiving housing assistance. Subrecipients are required to ensure that the requirements under 24 CFR Part 5, Subpart L, are included or incorporated into all rental assistance agreements and leases. Subrecipients may use the sample Lease Addendum (HUD-91067) at <https://www.hud.gov/sites/documents/91067.doc>, or create their own lease addendum, which must incorporate all protections listed in 24 CFR Part 5, Subpart L. Subrecipients should define their approach to ensuring VAWA protections are included in all rental assistance agreements and leases in their project policies and procedures.

Subrecipient is also required to develop an Emergency Transfer Plan to be used for victims of any of the four criminal activities protected by VAWA (domestic violence, dating violence, sexual assault and stalking). The form *HUD 5381: Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking* may be used as a model for this Plan. STRMU and Emergency/Short-Term Facilities are exempted from VAWA requirements except that no individual may be denied assistance, have their assistance terminated, or be removed on the basis of or as a direct result of the fact that the individual is or has been a victim or survivor of domestic violence, dating violence sexual assault, or stalking.

5. TERMINATION OF ASSISTANCE

(a) Assistance to participants who reside in Assisted Housing under this grant may be terminated if the participant violates program requirements or conditions of occupancy. The Subrecipient must ensure that supportive services are offered so that a participant's assistance is terminated only in the most severe cases. In terminating assistance to any program participant, the Subrecipient must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process at a minimum, must consist of:

- (1) Serving the participant with a written notice containing a clear statement of the reasons for termination;
- (2) Permitting the participant to have a review of the decision, in which the participant is given the opportunity to confront witnesses, present written objections and be represented by counsel before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- (3) Providing prompt written notification of the final decision to the participant.

6. SPECIFIC SCOPE OF SERVICES

During the period of this Agreement, Subrecipient shall provide the following services/activities to eligible persons:

Outcome #1: Provide Rapid Rehousing Services to at least 15 unduplicated households

Indicators: Subrecipient will enroll no fewer than 15 households and provide case management and short-term and/or medium-term rental assistance

Evaluation Tool: Subrecipient to complete progress notes and service plans with households. Subrecipient will submit monthly reimbursement requests and quarterly reports.

Outcome #2: 60% of households served in the Rapid Rehousing program will obtain at least 1 of the following –

- Increased Income
- Non-cash Benefits
- Health Insurance

Indicators: Subrecipient to update client service plan and progress notes at intake, monthly check-ins, and discharge

Evaluation Tool: Subrecipient will submit outcomes in Quarterly Reports

7. PERFORMANCE MEASURES

The overall goal of the project is to link persons experiencing homelessness to emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. A projected project timeline is provided below:

DRAW MILESTONES

Milestone	Deadline
25% of Total Contract Draw	January 15, 2024
50 % of Total Contract Draw	April 15, 2024
75 % of Total Contract Draw	July 15, 2024
100 % of Total Contract Draw	October 15, 2024

"End of Exhibit A"

EXHIBIT "B"
CITY OF TAMPA REIMBURSEMENT REQUEST FORM

Submit To: Housing and Community Development; 2425 East Hanna Ave; Tampa, Florida 33610

Subrecipient: _____

Invoice Number: _____

IDIS Number: _____

Date Submitted: _____

Month: _____

Purchase Order #: _____

	Approved Budget	Expended To Date	Available Balance	Current Invoice	Remaining Balance
Rapid Rehousing					
Rapid Rehousing	\$270,000.00		\$270,000.00		\$270,000.00
<i>subtotal</i>	\$270,000.00		\$270,000.00		\$270,000.00
Salaries					
Salaries	\$30,000.00		\$30,000.00		\$30,000.00
<i>subtotal</i>	\$30,000.00		\$30,000.00		\$30,000.00
<i>subtotal</i>	\$300,000.00		\$300,000.00		\$300,000.00
TOTAL	\$300,000.00		\$300,000.00		\$300,000.00

Payable to: Dwning Family Services Inc.,
Address: 6718 N. Armenia Avenue, Tampa, FL 33604

Authorized Signature: _____

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

		YES	NO	N/A or COMMENT
Exhibit B:				
<ul style="list-style-type: none"> • Correct month, program year, unique City invoice number, IDIS number & purchase order shown on Exhibit B invoice? • Shows budgeted costs, current costs, expenses to date, available balance, math correct & aligned with prior month's balances leaving correct new balances? • Signed & dated by designated signatory authority? • Billing done sequentially? • Bills current & not carrying balances from prior month(s) already paid for? 				
Documentation:				
<ul style="list-style-type: none"> • Organized in order of Exhibit B line items? • Cover sheets summarize back-up doc & expenses for each line item? • List check date, check number, vendor name, check amount & reimbursement amount requested? • Accounts are in organization's name & address? • Expenses are either direct or if shared costs, have documentation on record of share formula if not federally approved cost-allocation plan? • Proof of payment, checks or other supplemental ledgers • Bills not including late fees, penalties, interest or taxes? 				
Miscellaneous other:				
Procured items supported w/bids & quotes? Over \$2,000?				
DIRECT SERVICE DELIVERY ITEMS		YES	NO	N/A or COMMENT
Client names shown? (Names should not be shown.)				
Exhibit F				
<ul style="list-style-type: none"> • Correct month/date documented • Client numbers shown? (Names should not be shown.) • All columns showing, clear to read and numbered • Math correct, showing calculations, totals and comments 				
Housing Advocate Services compliant with agreement?				
Project Based housing either rental assistance or operating & clearly expensed?				
Supportive services expenses compliant with agreement?				
OPERATING EXPENSE ITEMS		YES	NO	N/A or COMMENT
Salaries:				

<ul style="list-style-type: none"> • Billed staff time directly linked into Exhibit B budget? (Applies to direct service delivery & administration as well.) • Time sheets in proper time frame for billing? • Time sheets show hours specifically charged to fund source(s)? Show full week/2 week period? • Time sheets signed by employee & employer both? • If split-funded salaries, method of sharing fringe benefits documented? • Show methodology for PTO allowances for both regular & exempt employees? 			
Petty cash shows checks, item of expenditure, tracking sheet, purpose of expense & allowable relation to program activities.			
Travel reimbursement shows authorized date, to & from destinations, mileage between points, allowable rate of reimbursement & cancelled check copy to recipient?			
ADMINISTRATION ITEMS	YES	NO	N/A or COMMENT
Administration expenses documented as per agreement & kept at applicable cap percentage of only current invoice?			
GENERAL ITEMS	YES	NO	N/A or COMMENT
Rate of expenditures per line item category & overall commensurate with rate of performance in service delivery?			
Quarterly performance reports submitted on time?			

****Please note that the City may update or request additional documentation to support requests.**

Preparer/Reviewer Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

"End of Exhibit B"

EXHIBIT "C"
CITY OF TAMPA QUARTERLY REPORT

CITY OF TAMPA QUARTERLY REPORT:
Dawning Family Services – ESG-RUSH – FY24PY23

I. Project Sponsor Information

Organizational DUNS Number:	
EIN/TIN Number:	
Program Objective:	
Types of programs/services offered:	
ESG-RUSH Award:	
Agency Contact Information	
Contact Name:	
Title:	
Phone Number:	
Fax Number:	
Email Address:	
Street Address:	
City, State, Zip Code:	

II. Reporting Period - Please chose one (x)

- _____ (Q1) October 1 - December 31
 _____ (Q2) January 1 - March 31
 _____ (Q3) April 1 - June 30
 _____ (Q4) July 31 - September 30
 _____ (APR) October 1 - September 30

III. Number of Clients Assisted

Number of : _____ Persons Served Number of New: _____ Persons Served
 _____ Households Served _____ Households Served

Emergency Shelter		Homeless Prevention	
# of Persons in Household	Total	# of Persons in Households	Total
Adults		Adults	
Children		Children	
Don't Know/Refused/Other		Don't Know/Refused/Other	
Missing Information		Missing Information	
Total		Total	
Rapid Rehousing		Street Outreach	
# of Persons in Household	Total	# of Persons in Households	Total
Adults		Adults	
Children		Children	
Don't Know/Refused/Other		Don't Know/Refused/Other	
Missing Information		Missing Information	
Total	0	Total	
Total Persons Served with ESG-RUSH			
Adults	0	Children	0
Don't Know/Refused/Other	0	Missing Information	0
Total		Total	0

IV. Client Demographics - Complete for All Activities

Gender		Age	
Male		Under 18	
Female		18-24	
Transgender		25 and Over	
Don't Know/Refused/Other		Don't Know/Refused/Other	
Missing Information		Missing Information	
Total	0	Total	0

V. Special Populations - Complete for All Activities

Subpopulations	Homeless Prevention	Rapid Rehousing	Emergency Shelter	Total
Veterans	0			
Victims of DV				
Elderly				
HIV/AIDS				
Chronically Homeless				
Persons with Disabilities				
Severly Mentally Ill				
Chronic Substance Abuse				
Other Disability				
Total	0	0	0	0

VI. Shelter Utilization

Agency Total	
# of New Units - Rehabbed	
# of New Units - Conversion	
Total # of Bed-Nights Available	
Total # of Bed-Nights Provided	
Capacity Utilization	#DIV/0!

VII. Project Outcomes

Outcome #1	Provide Rapid Rehousing Services to at least 15 unduplicated households			
	<i># of Households served this quarter</i>	12		
Outcome #2	60% of households served in the Rapid Rehousing program will obtain at least 1 of the following - Increased income, non-cash benefits, and/or health insurance			
	<i>Obtained an Increase in Income</i>	<i>Obtained Non-Cash Benefits</i>	<i>Obtained Health Insurance</i>	<i>Total</i>
<i># of Households</i>				
<i>% of Households</i>	0.00%	0.00%	0.00%	0.00%

VI. Race & Ethnicity

Race		Ethnicity	
White		Hispanic/Latino	
Black or African American		Non Hispanic/Non Latino	
American Indian or American Native		Total	0
Native Hawaiian or Other Pacific Islander			
Other			
Total	0		

VII. Expenditures

Rapid Rehousing	Expenditures in Program Year (\$)				
	Q1	Q2	Q3	Q4	APR
Rental Assistance					
Housing Relocation & Stabilization Services - Financial Assistance					
Housing Relocation & Stabilization Services - Homeless Assistance under ESG Program					
Subtotal Rapid Rehousing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total ESG-RUSH	Expenditures in Program Year (\$)				
	Q1	Q2	Q3	Q4	APR
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

VIII. Milestones

Quarter	Deadline	Draw Milestone	Actual Expenditures	Milestones Met? Y/N
Q1	January 15, 2023	\$75,000		
Q2	April 15, 2023	\$150,000		
Q3	July 15, 2023	\$225,000		
Q4	October 15, 2023	\$300,000		

Please provide additional information/reason for any/all milestones that were not met:

End of Exhibit "C"

EXHIBIT "D"
CITY OF TAMPA SECTION 3 REPORT

1. Recipient Name & Address: (street, city, state, zip)	2. Funding Source	3. Project Name
	4. Contact Person	5. Phone: (Include area code)
	6. Reporting Period:	7. Date Report Submitted:

Part I: Employment and Training (** Include New Hires in columns E.)				
A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D Indicate if this is a fulltime or part-time position	E** Number of Section 3 Employees and Trainees
Professionals				
Technicians				
Office/Clerical				
Construction by Trade (List Trade				
Trade				
Trade				
Other (List)				
Total				

1. Construction Contracts:

<p>A. Total dollar amount of all contracts awarded on the project \$</p>	
<p>B. Total dollar amount of contracts awarded to Section 3 businesses \$</p>	
<p>C. Total number of Section 3 businesses receiving contracts</p>	
<p>2. Non-Construction Contracts:</p> <p>A. Total dollar amount all non-construction contracts awarded on the project/activity \$</p>	
<p>B. Total dollar amount of non-construction contracts awarded to Section 3 businesses \$</p>	

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Other; describe below.

End of Exhibit "D"

EXHIBIT "E"
CITY OF TAMPA CLOSEOUT REPORT

CITY OF TAMPA CLOSEOUT REPORT:
Dawning Family Services – ESG-RUSH – FY24PY23

I. Reporting Period

Fiscal Year: _____

II. Number of Clients Assisted

Number of : _____ Persons Served

_____ Households Served

III. Expenditures

Homeless Prevention	Expenditures in Program Year (\$)				
	Q1	Q2	Q3	Q4	APR
Rental Assistance					\$0.00
Housing Relocation & Stabilization Services - Financial Assistance					\$0.00
Housing Relocation & Stabilization Services - Services					\$0.00
Homeless Assistance under ESG					\$0.00
Subtotal Homeless Prevention	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rapid Rehousing	Expenditures in Program Year (\$)				
	Q1	Q2	Q3	Q4	APR
Rental Assistance					\$0.00
Housing Relocation & Stabilization Services - Financial Assistance					\$0.00
Housing Relocation & Stabilization Services - Services					\$0.00
Homeless Assistance under ESG					\$0.00
Subtotal Rapid Rehousing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Street Outreach	Expenditures in Program Year (\$)				
	Q1	Q2	Q3	Q4	APR
Street Outreach under ESG Program					\$0.00
Subtotal Street Outreach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total ESG-RUSH	Expenditures in Program Year (\$)				
	Q1	Q2	Q3	Q4	APR
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

III. Narrative - Detail Accomplishments/Challenges

Signature: _____

Name and Title: _____

Date: _____

End of Exhibit "E"

EXHIBIT "F"
LOCAL, STATE, AND FEDERAL LAW AND REGULATION
ADDITIONAL COMPLIANCE AS APPLICABLE

Subrecipient additionally or further agrees to comply with the following as same may apply to performance of the Agreement:

- A. **Uniform Administrative Requirements**. Uniform Administrative Requirements, Cost Principles, and Procurement. Subrecipient shall adhere to the accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred, as applicable, including without limitation as set forth in 2 CFR part 200, et. seq.
- B. **Cost Principles**. Subrecipient shall administer its program in conformance with 2 CFR 200, et. seq. including 2 CFR 2400. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- C. **DUNS**. Requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM), Federal Funding Accountability and Transparency Act (FFATA), and Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25—Award Term, Financial Assistance Use of Universal Identifier and Systems for Award Management, 75 Federal Register 55671 (September 14, 2010) (to be codified at 2 CFR part 25), and Appendix A to Part 170—Award Term, Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Federal Register 55663 (September 14, 2010) (to be codified at 2 CFR part 170).
- D. **Davis Bacon Act (40 U.S.C. 3141-3148)**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- F. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard

work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- G. Minority and Women's Business Enterprises. The requirements of Executive Orders 11625, 12432, 12138 and 24 CFR 85.36(e) applies to grants under this part. Consistent with HUD's responsibilities under these Orders and with the City's Ordinance No. 26.5 Part 2, the Subrecipient must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- H. Section 3. The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) ("Section 3") is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than \$100,000) shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Compliance with the provisions of Section 3 shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

The Subrecipient will not subcontract with any entity 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 entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

The Subrecipient further agrees to comply with these Section 3 requirements to include the following language in all subcontracts executed under the Agreement: "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from 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 low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the City of Tampa; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and

abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the ESG RUSH-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

- I. **Civil Rights Act.** Subrecipient agrees to comply with applicable state and local civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (the HCDA), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and will include the provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its contractors and subcontractors.

In carrying out the Agreement, the Subrecipient shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, age, familial status, handicap, sexual orientation, marital status, gender identity/expression or national origin. Upon receipt of evidence of such discrimination, City shall have the right to terminate the Agreement. 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 or marital status, handicap, sexual orientation, gender identity/expression 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. When expending ESG RUSH Award, the Subrecipient shall, within the eligible population, comply with the following requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial or marital status, sexual orientation, gender identity/expression, and handicap.

- J. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60,, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” and must adhere to the City’s Ordinance No. 12 Part 16-29, to secure for all individuals within the city the freedom from discrimination.
- K. **Religious Activities.** The Subrecipient agrees that funds provided under the Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR part 570.200(j), such as worship, religious instruction, or proselytization. In accordance with Executive Order 13279, the Subrecipient agrees that it may engage in inherently religious activities providing they are voluntary for participants in activities funded through the Agreement and occur separately in time or location from these

activities. Furthermore, Subrecipient certifies that SHIP Funds shall not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, SHIP Funds were not and shall not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing.

- L. **Debarment and Suspension (Executive Orders 12549 and 12689)**. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **By its signature below Subrecipient certifies it is not so listed.**
- M. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- N. **Environmental Review**. All ESG RUSH assistance is subject to the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 CFR Part 58. No covered ESH RUSH funds will be advanced, and no costs can be incurred, until an environmental review of the proposed project site has been conducted as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project. Notwithstanding any provision of the Agreement, the parties hereto agree and acknowledge that the Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from HUD or the State of Florida under 24 CFR Part 58. Further, the Subrecipient will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement. A copy of the Environmental Review Record shall be maintained by both the Subrecipient and the City.
- O. **Flood Disaster Protection**. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- P. **Lead-Based Paint**. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under the Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all ESG RUSH-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the

advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

- Q. **Historic Preservation.** The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of the Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- R. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- S. **Energy Policy and Conservation Act.** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- T. **Uniform Relocation Act.** In accordance with Title I of the Housing and Community Development Act of 1974, as amended, and Title II of the National Affordable Housing Act of 1990, as amended, Subrecipient shall provide for reasonable benefits to any person involuntarily and permanently displaced as a result of the use of assistance received under this title..." as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal implementing regulations at 49 CFR Part 24 and the requirements of Section 104(d) of Title I of the Housing and Community Development Act of 1974, as amended.
- U. **HCD Manual.** City procedures and policies as set forth in the City of Tampa Department of Housing and Community Development Manual of Procedures and Standards, incorporated herein and by reference made a part hereof, as well as all City permit and inspection requirements.
- V. **Procurement of Recovered Materials (2 CFR 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- W. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR

Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- X. Government Grants. All applicable terms and conditions of government grants administrative and program requirements that apply to subrecipients as well as grantees under Title XIII, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.) and under Title I of the CDBG Act, 24 CFR Part 570 et seq, including without limitation those specified in Subparts J and K of 24 CFR Part 570.
- Y. Travel. The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under the Agreement.
- Z. Code of Ethics. Subrecipient shall comply with all applicable governmental and City of Tampa rules and regulations including the City of Tampa Code of Ethics Section 2-522. The failure of Subrecipient to comply with this Business Ethics Commitment shall render this contract voidable and will subject Subrecipient to debarment from future City contracts.

End of Exhibit "F"

EXHIBIT "G"

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

End of Exhibit "G"