

HOUSING PROGRAM FUNDS AGREEMENT
HOMEOWNER INSURANCE SERVICES

THIS HOUSING PROGRAM FUNDS AGREEMENT (this “Agreement”) is made as of January 1, 2026 (“Effective Date”), by and between the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida (“City”), whose address is 306 E. Jackson Street, and REAL ESTATE, EDUCATION AND COMMUNITY HOUSING, INC., a Florida nonprofit corporation with an FEI/EIN of 20-4203798 (“Subrecipient”), whose notice address is 4006 S. MacDill Avenue, Tampa, FL 33611.

WITNESSETH:

WHEREAS, City is in need of an agency to provide home insurance services to low-to-moderate income eligible clients deemed eligible to receive home rehabilitation assistance through the City’s Healthy Homes and/or Housing Rehabilitation and Renovation Program (HRRP); and

WHEREAS, Subrecipient provides such services; and

WHEREAS, the City desires to engage Subrecipient to provide such home insurance services and Subrecipient shall be compensated in an amount up to \$75,000.00 for the provision of such services; 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:

ARTICLE I – RECITALS; SCOPE OF SERVICE

The foregoing recitals are true and correct and are by this reference fully incorporated and made a part of this Agreement.

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 the attached **Exhibit A** (the “Services”). The Services shall be performed, except as otherwise stated herein, by persons or instrumentalities solely under the domain and control of Subrecipient. The Services shall be carried out in compliance with Applicable Law (as defined below) together with such other terms and conditions, including record keeping and reports for program monitoring and evaluation purposes, as City may establish for purposes of carrying out the program in an effective and efficient manner.

ARTICLE II – TIME OF PERFORMANCE

Subrecipient shall perform the Services between January 1, 2026 and December 31, 2026, unless cancelled or earlier terminated. This Agreement shall be automatically extended to cover any additional time period during which the Subrecipient remains in control of City funds or other City assets, including program income. Further, this Agreement may be extended at the sole option of the City’s Housing and Community Development Division Director or a successor officer (“HCD Director”) for a period of one (1) year, as evidenced in a writing signed by the HCD Director, the signature of which shall require no further action by the City Council of the City of Tampa, Florida (“City Council”). Notwithstanding anything herein to the contrary, Subrecipient’s obligations to City shall not end until all close-out requirements are

completed, including, but not limited to, any audits allowed hereunder, making final payments, disposing of program assets, retention of records, and use and maintenance requirements.

ARTICLE III - REIMBURSEMENT

Strictly conditioned upon the successful performance by the Subrecipient per the outcome measures described herein, amounts available to Subrecipient from City shall not exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00) ("City Funds"). The exact amount of approved funding to be available to the Subrecipient shall be determined by City and shall be provided to Subrecipient in writing.

Subject to the terms and conditions enumerated herein, City shall disburse payments to Subrecipient on a reimbursement basis at the rates stipulated in the Payment Schedule/Procedures, attached as **Exhibit B**, subject to the draw schedule set forth in **Exhibit B**. Subrecipient acknowledges that amounts awarded by City hereunder are, alone, not sufficient to provide for full performance of the Services and that Subrecipient is required to make up any such shortfall as provided for in **Exhibit A**. The HCD Director shall have the authority without further action of City Council to move amounts between line-items. Subrecipient shall be entitled only to reimbursement of eligible costs incurred in connection with the Services. Subrecipient shall utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Costs of Subrecipient resulting from obligations incurred during a suspension, or after termination of an award or cancellation of this Agreement as provided herein, are not reimbursable unless City expressly authorizes them in the notice of suspension, termination, or cancellation. Other Subrecipient costs incurred during suspension or after termination or cancellation, which are necessary, are allowed if: (a) the costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are non-cancellable; and (b) the costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

ARTICLE IV – INTENTIONALLY DELETED

ARTICLE V – REPORTING REQUIREMENTS

Subrecipient shall report, to City in writing, 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, incidents of fraud, waste and abuse. Should Subrecipient receive additional funding to compensate for all or a part of the Services 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; such additional funding may not be used to reduce any match or other required contribution of Subrecipient hereunder unless approved in advance and in writing by the HCD Director. Subrecipient shall submit cumulative quarterly reports, a closeout report. 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. Closeout Reports shall cover the entire FY/PY period (October-September) and are 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, 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 or closeout report will result in a default as provided for in Article VII, entitled *Default*, below and possible withholding of reimbursement or payment. Subrecipient's obligation to cooperate and provide additional information regarding this Agreement and services performed hereunder shall survive the expiration or earlier termination of this Agreement.

ARTICLE VI – MODIFICATION

Except as set forth in this Agreement, 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. However, the HCD Director may, without City Council approval, take those action(s) as are specifically described in this Agreement. Further, the HCD Director and other City representative(s) may, without City Council approval, (i) make minor changes to the terms and provisions of this Agreement where such changes result in no net increase in amounts awarded hereunder and (ii) make adjustments to line item amounts, scope clarifications, or extensions of time and schedule that do not substantively change the project or exceed the amount funded.

ARTICLE VII - DEFAULT

A default shall consist of any use of City Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision herein, any material breach of the Agreement, failure to comply with the audit requirements as provided in Article IX below, entitled *Audit Requirements*, or failure to expend City Funds in a timely or proper manner.

Upon the occurrence of an act of default as defined hereinabove, City, 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. For purpose of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) calendar days from receipt by Subrecipient of City's written notice. The enforcement remedies identified in this Article, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order No. 12549 and 12689.

ARTICLE VIII – SUSPENSION OR TERMINATION OF AGREEMENT

Upon thirty (30) days advance written notice to the other, this Agreement may be terminated 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 City Funds to relief purposes. Notwithstanding anything herein to the contrary, City's obligations under this Agreement will terminate in the event City Funds are not budgeted for this Agreement. In the event of termination, all finished or unfinished documents, data, studies and reports prepared by Subrecipient under this Agreement shall, at the option of City, become its property and Subrecipient shall be entitled to receive

just and equitable compensation for satisfactory work completed on such materials for which compensation has not previously been paid.

ARTICLE IX - AUDIT REQUIREMENTS

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to City, U.S. Department of Housing and Urban Development (“HUD”), and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

In the event, during the period of this Agreement, Subrecipient expends more than \$1,000,000.00 in federal funds in an operating year from this and any other federal grants, Subrecipient shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed and a copy furnished to City, within the earlier of thirty (30) calendar days after receipt of the auditor’s report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by City. For purposes of this Agreement, an operating and/or audit year is the equivalent to Subrecipient’s fiscal year. The determination of when City Funds are expended is based on when the activity related to the expenditure occurs. The audit shall be conducted in compliance with current City policy and the Office of Management and Budget 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are made a 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) days after City has notified Subrecipient of such non-compliance. Said reimbursement shall not preclude City from taking any other action provided herein, including under Article VII, entitled *default*, above. If expenditure does not exceed \$1,000,000.00 during an operating year, Subrecipient shall only provide City with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

ARTICLE X - NON-ASSIGNABILITY

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

ARTICLE XI - INSURANCE

During the entire term of this Agreement and any approved extensions thereof, Subrecipient shall comply with the CITY OF TAMPA INSURANCE REQUIREMENTS attached hereto and incorporated herein as **Exhibit C**, including without limitation provide, pay for and maintain certain policies of insurance. Notwithstanding anything herein or therein to the contrary, HUD shall additionally be named an additional insured on all liability policies.

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

Subrecipient shall comply with all applicable parts of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.); applicable HUD regulations, including but not limited to 24 CFR Part 570 and Form HUD-4010, as now in effect or as they may be amended during the term of this Agreement; all administrative directives and procedures established by HUD; and all other applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, policies or resolutions, including carrying out such record keeping and reports 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 and complying with City's Division of Housing and Community Development Procedures and Policies as set forth in City's Division 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 (collectively, Applicable Law). The attached **Exhibit D** provides a partial overview of federal requirements as they relate to City Funds. Subrecipient agrees all subcontracts entered into by it for the completion of the Services, will contain special provisions requiring such subcontractors, or subrecipient entities to also comply with the foregoing.

ARTICLE XIII – INTENTIONALLY DELETED

ARTICLE XIV - MAINTENANCE OF RECORDS

Subrecipient shall maintain all records and accounts, including property, personnel and financial records, client eligibility records, proof of city residency documents, proof of required insurance and any other records related to or resulting from the activities performed under this Agreement to assure a proper accounting and monitoring of all City Funds. In the event City determines that such records are not being adequately maintained by Subrecipient, 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 at a location within Hillsborough County, Florida as often as City, HUD, representatives of the Comptroller General of the United States or other federal agency may reasonably 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. 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 activities as described herein are reported on for the final time rather than from the date of submission of the final expenditure report for the award.

ARTICLE XV - MONITORING AND EVALUATION

City shall be responsible for monitoring and evaluating all aspects of the Services, including Subrecipient's performance and financial and programmatic compliance, including without limitation ensuring the applicable national objective is achieved. This monitoring shall occur on as frequent a basis as the City deems necessary and at any other time that may be required by City to determine compliance with City regulations and this Agreement. Substandard performance as determined by City shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by City, contract suspension or termination procedures will be initiated.

City shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of City, HUD, or the State of Florida to accomplish this obligation, subject to state and federal confidentiality requirements. The City's rights also include timely and reasonable access to Subrecipient's personnel for the purpose of interviewing and discussion related to said documents. Unless otherwise agreed to by the parties hereto in writing, access to records referred to herein shall be at a location accessible during normal business hours within Hillsborough County, Florida. 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 a 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 activities authorized under **Exhibit A**. Failure by Subrecipient 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, and/or failure to submit the activity reports, as required, shall result in a default as provided for in Article VII above. This Article shall survive termination of this Agreement.

ARTICLE XVI - 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 constitute 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 Subrecipient in connection with the services Subrecipient has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against Subrecipient. There is no contractual relationship, either express or implied, between the City and any person or entity supplying any work, labor, services, goods or materials to Subrecipient as a result of the provisions of the services provided by Subrecipient hereunder or otherwise.

ARTICLE XVII- SUBCONTRACTS

Subrecipient shall only subcontract with properly licensed and insured contractors for services. All subcontracts shall be in writing the form of which shall be 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 third-party agreement, purchase order, or subcontract executed into or associated with the performance of this Agreement. It is Subrecipient's responsibility to ensure that any such agreement or subcontract entered into contains, specifically or by reference, all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all federal, state, and local laws and regulations, including without limitation the provisions Article XV, above, so that such provisions will be binding upon such third parties and subcontractors together with each of their own subrecipients or subcontractors. Subrecipient shall insure that all such agreements or subcontracts entered into under 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 such agreements or subcontracts shall be forwarded to City along with documentation concerning the selection process.

ARTICLE XVIII - 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 contract or to any benefit to arise from the same. Subrecipient agrees that no members of the governing body of the locality in which 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 City 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 City-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 City-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 City-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.

Subrecipient agrees to comply with the standard of conduct provisions in 2 CFR Part 200 which apply to the procurement of supplies, equipment, construction, and services. The provisions of 24 CFR 570.611 shall apply to all acquisitions and dispositions of real property and the provision of assistance by Subrecipient or assistants of Subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans or other assistance to businesses, individuals, and other private entities pursuant to §§ 570.203, 570.204, 570.455, or 570.703(i)).

ARTICLE XIX - INDEMNIFICATION

Subrecipient releases and agrees to defend, indemnify and hold harmless the City, its officers, elected and appointed officials, employees, and/or agents (collectively, "City Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out of any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character, caused by or resulting from, directly or indirectly, in whole or in part, any act, negligence, recklessness, wrongful misconduct, omission or other conduct of Firm or any tier of subcontractor/subconsultant, supplier, agent, employee, or anyone for whom Subrecipient may be liable, in connection with, arising directly or indirectly out of the execution or performance of the obligations assumed under or incidental to the document to which this section/article/exhibit is incorporated (singularly or collectively "Claims"), unless such injuries or damages are the result of the sole negligence or willful acts or omissions of City Indemnified Parties.

Without limiting the foregoing, any and all such Claims, including but not limited to personal injury, disease, sickness, death, damage to property, natural resources, or the environment (including destruction or loss of use, costs of hazardous or toxic substance cleanup and disposal), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of common law, any applicable law, statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder and, to the extent required, the defined term "Claims". Subrecipient further agrees to investigate, handle, respond to, provide defense (including without limitation attorney fees, paralegal fees, and expert fees to and through appellate, supplemental, or bankruptcy proceedings) for and defend such Claims at its sole cost and expense through counsel approved in advance and in writing by the City and agrees to bear all other costs and expenses related thereto, even if the Claims are groundless, false, or fraudulent. Subrecipient shall advance or promptly reimburse to the City any and all costs and expenses incurred by a City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification hereunder. Subrecipient agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for Claims which may result from any actions or omissions of Subrecipient in which the City Indemnified Parties participated either through providing data, advice, review, and/or concurrence of Subrecipient's actions. In reviewing, approving, or rejecting any submissions by Subrecipient or other acts of Subrecipient, City Indemnified Parties in no way assume or share any responsibility or liability of Subrecipient or any tier of subcontractor/subconsultant/supplier.

This obligation is absolute and unconditional and shall in no way be limited by the amount or type of Subrecipient's insurance coverage, conditioned on any attempt by a City Indemnified Party to collect from an insurer, or subject to any set-off, defense, deduction, or counterclaim that the Contactor might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify which shall exist regardless of any ultimate liability of Subrecipient or any City Indemnified Party and shall arise immediately upon presentation of a Claim and written notice of same being provided to Subrecipient. Subrecipient's defense and indemnity obligations hereunder will survive the Agreement's expiration, cancellation, or termination. In the event the law is construed to require a specific consideration for this indemnification, the parties agree that the sum of \$10.00, receipt of which is hereby acknowledged, is the specific consideration for same and the providing of such indemnification

is deemed to be part of the specifications with respect to the services provided by Subrecipient. Specifically, where the Agreement is a professional services contract with a design professional as defined in Section 725.08, Florida Statutes, this Article shall be limited to Section 725.08. Further, where the Agreement is a construction contract for a public agency or in connection with a public agency's project per Section 725.06, Florida Statutes, this Article shall be limited to said Section 725.06. Moreover, whenever there appears in the Agreement an indemnification within the purview of Section 725.06, Florida Statutes, the monetary limitation on the extent of the indemnification provided shall be \$1 Million Dollars or a sum equal to the total contract price, service cost, or project value whichever is greater.

The parties agree that to the extent this Article is found to be in conflict with any provisions of Florida law, it shall be deemed automatically modified in such a manner as to be in full and complete compliance with all such laws, including containing such limiting conditions or limitations of liability and/or not containing any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law. This Article shall survive the expiration or earlier termination of the Agreement.

ARTICLE XX - PUBLIC RECORDS

City is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Subrecipient agrees to comply with Florida's Public Records Law, including:

1. Subrecipient shall keep and maintain public records required by City to perform the services;
2. Upon request from City, Subrecipient shall provide City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to City) on the same terms and conditions that City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Subrecipient does not transfer the records to City;
4. Upon completion (or earlier termination) of the award, Subrecipient shall within 30 days after such event either transfer to City, at no cost, all public records in possession of the Subrecipient or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Subrecipient transfers all public records to City upon completion (or earlier termination) of the award, Subrecipient shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient keeps and maintains public records upon completion (or earlier termination) of the award, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of the agency; and
5. The failure of Subrecipient to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by City; City shall also have the option to withhold compensation due Subrecipient until records are received as provided herein.

If Subrecipient has questions regarding the application of Chapter 119, Florida Statutes, to Subrecipient's duty to provide public records relating to this Agreement, it shall contact the Custodian of Public Records by telephone at 813-274-5869, by email at elba.plaza@tampagov.net, and/or by mail c/o Elba Plaza at 306 E. Jackson Street, Tampa, FL 33602.

ARTICLE XXI – REVERSION OF ASSETS

Within thirty (30) calendar days following the expiration or termination of this Agreement (or earlier if required by applicable law), Subrecipient shall transfer to City any City Funds on hand and any accounts receivable attributable to the use of City Funds. Subrecipient shall comply with 24 CFR Part 570.503(b)(7) and 2 CFR 200, as applicable, in the event real property was acquired or improved with City Funds under this Agreement.

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; ASSIGNMENTS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything herein to the contrary, to the maximum extent allowed by law, Subrecipient shall have no right to assign, subcontract, or otherwise transfer all or any interest in this Agreement without City's prior written consent. If all or any portion of this Agreement is assigned, transferred, or subcontracted, it shall not in any way affect the provisions of this Agreement or relieve Subrecipient of any of its obligations under this Agreement. No assignment, subcontract, or transfer by Subrecipient shall be effective unless the party assuming such assignment, subcontract, or transfer confirms in writing to the City that such party accepts and shall comply with all of the duties, responsibilities, and obligations of the Subrecipient.

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 a court of competent jurisdiction holds any item or provision of this Agreement invalid or unenforceable, 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 delivery, nationally recognized overnight courier, or by certified U.S. mail return receipt requested addressed to the parties at their respective notice addresses first noted above, or as the same may be changed in writing from time to time by written notice given pursuant to these notice provisions given at least 10 days prior to such change. Such notice shall be deemed given on the day on which delivered if via personal delivery or overnight courier, or if by mail, on the date of actual receipt. Notwithstanding the foregoing, a copy of any notice sent to the City shall also be delivered to the City Attorney's Office; ATTN: HCD Responsible Attorney; 315 E. Kennedy Boulevard, 5th Floor Old City Hall; Tampa, Florida 33602.

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. The exhibits to this Agreement will 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; COUNTERPARTS

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. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. 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).

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 – CONSOLIDATED STATE LAW AFFIDAVIT

Simultaneously with execution of this Agreement by Subrecipient, Subrecipient shall provide City with an affidavit, in the form attached as **Exhibit E**, signed by an officer or a representative of Subrecipient under penalty of perjury.

ARTICLE XXXIII – 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.**

ARTICLE XXXIV – DOCUMENTS AND EXHIBITS

The following attached documents and exhibits are hereby incorporated hereto:

Certificate of Acceptance and Compliance with City of Tampa Code Section 2-525

- Exhibit A Scope of Services
- Exhibit B Payment Schedule/Procedures
- Exhibit C City of Tampa Insurance Requirements
- Exhibit D Local, State, and Federal Law and Regulation Requirements
- Exhibit E Consolidated State Law Affidavit

[END OF DOCUMENT, SIGNATURE PAGE FOLLOWS]

THE PARTIES HERETO have executed this Agreement as of the date first written above.

SUBRECIPIENT: REAL ESTATE, EDUCATION AND COMMUNITY HOUSING, INC., a Florida nonprofit corporation

By: _____

Print Name: _____

Title: Pres Exec/Senior Vice President

Other: _____

DUNS # (if any): _____

License # (if any): _____

[SEAL]

CITY:

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

By: _____

JANE CASTOR, MAYOR

ATTEST:

City Clerk/Deputy City Clerk

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

Date: _____

**Certificate of Acceptance and Compliance with City of Tampa Code Section 2-525,
Standards of Conduct and Accountability Requirements for Non-Profits Provided Financial Support by the City**

I The Board of Directors of REAL ESTATE, EDUCATION AND COMMUNITY HOUSING, INC. (Non-Profit) hereby accepts that City financial support is conditional on compliance with the City Ethics Code and certifies that it has reviewed the requirements of City of Tampa Code Section 2-525 and any leases, operating agreements or other contracts or agreements between Non-Profit and the City and determined that the Non-Profit has fully complied with each applicable requirement, including the following requirements in City of Tampa Code Section 2-525:

Required Policy	Date of Adoption
A. Conflict of Interest Policy (paragraph 2-525(4)a and b)	_____
B. Anti-nepotism Policy (paragraph 2-525(4)c)	_____
C. Whistleblower Policy (paragraph 2-525(4)d)	_____

II A. The total salary and benefits of each Executive Staff member and any affiliated corporate entities as required by paragraph 2-525(5)a. 2. & 3.

Position:	Name:	Total Compensation:
1. Chief Executive Officer:	_____	_____
2. Financial accountability and controls:	_____	_____
3. Facilities management and operations:	_____	_____
4. Personnel and human resources:	_____	_____
5. Development, marketing and/or public relations:	_____	_____

B. Total amount of City Financial Support: _____

III **This certification was approved for transmittal to the City of Tampa by an affirmative vote of the Board of Directors of the Non-Profit on the _____ day of _____, _____.**

Chair

REAL ESTATE, EDUCATION AND COMMUNITY HOUSING, INC.
Legal Name of Entity

Secretary

4006 S. MacDill Avenue, Tampa, FL 33611
Mailing Address

Treasurer

Contact Email Address & Telephone Number

EXHIBIT A
TO HOUSING PROGRAM FUNDS AGREEMENT WITH
REAL ESTATE, EDUCATION AND COMMUNITY HOUSING, INC.
SCOPE OF SERVICES

I. SERVICES TO BE RENDERED BY SUBRECIPIENT

Program. Subrecipient's program ("Program") shall provide homeowner insurance services to low- to moderate- income eligible clients ("Clients") deemed eligible to receive home rehabilitation assistance through the City's Healthy Homes and/or Housing Rehabilitation and Renovation Program by assisting and securing the following the following services.

- Securing home inspection services which will consist of wind mitigation and 4-point inspections.
 - A 4-point inspection is a thorough evaluation of a home's four major systems to help homeowners' insurance companies determine their risk and how much liability they'll assume if they provide coverage. The systems inspected are roofing, electrical, plumbing, and HVAC.
 - A wind mitigation inspection, also known as a windstorm mitigation inspection, is a visual examination of a home's features that can help it withstand strong winds and water intrusion.
- Obtain Hazard Insurance (Homeowner's Insurance) policy for a period of one (1) year for each household.

II. PERFORMANCE MEASURES

Subrecipient shall provide homeowner insurance services to up to 30 Clients during the Term of this Agreement.

III. GRANT CLOSEOUT PROCEDURES

Subrecipient shall satisfy all obligations incurred during the Term prior to the submission of a final financial status report for the applicable year, including all program income, with regard to each particular year. The City will initiate grant closeout procedures for particular funding cycle year when, with regard to that particular year: (1) all City Funds allocated to Subrecipient under the Agreement have been expended OR all costs to be paid with City Funds have been incurred (with the exception of closeout costs (e.g. audit), contingent liability cost; (2) the Services have been satisfactorily completed; and (3) all responsibilities of the Subrecipient under the Agreement have been met. Notwithstanding the foregoing, the City reserves the right to initiate closeout procedures prior to all of the foregoing being met, for example upon the earlier termination of the Agreement.

The closeout report together with final versions of all financial, performance, and other relevant information shall be submitted to the City no later than fifteen (15) days after the City initiates grant closeout procedures, the expiration or earlier termination of the Agreement or other notification by the City, whichever occurs first.

Once the City determines the conditions for closeout have been met, the City will either enter into a closeout agreement with the Subrecipient or send written notification to the Subrecipient regarding Subrecipient's closeout status along with any special conditions or continuing responsibilities

which Subrecipient must satisfy. Until a Subrecipient receives such formal notification, it should not assume that any activity has been closed out. Notwithstanding the foregoing, even after closeout, the City shall retain the right to disallow costs and recover funds based on a later audit.

End of Exhibit A

EXHIBIT B
TO HOUSING PROGRAM FUNDS AGREEMENT WITH
REAL ESTATE, EDUCATION AND COMMUNITY HOUSING, INC.
PAYMENT SCHEDULE/PROCEDURES

I. BUDGET

Subrecipient’s budget during the Agreement shall be in conformance with the below table.

Service Type	Service Fee	Max Amount
Admin (per client)	\$250	\$7,500
HOI Policy (estimate per policy)	\$3,000	\$60,000
4-Point & Wind Mitigation Inspection (each)	\$250	\$7,500
	Total	\$75,000

II. PAYMENT PROCEDURES

The City will reimburse Subrecipient from the City Funds not more than once per month (and further subject to any payment/draw schedule included herein) for all City eligible expenses. Requests for reimbursement must be uploaded to Neighborly, mailed, or hand-delivered to the City of Tampa Housing and Community Development Division on Subrecipient’s official letterhead using the City’s standard format. Each request must specify the line-item in the budget for which reimbursement is being requested, must be accompanied by proof of eligible expenditures and must be signed by an authorized representative of the Subrecipient. Invoices for services shall be submitted to the City within fifteen (15) after the end of the month. Failure to submit invoices timely may result in a default by Subrecipient under this Agreement.

A condition precedent to submission of an invoice shall be the City’s receipt of documentation from the Subrecipient evidencing dollar-for-dollar matching funds equal to the amount of each payment request submitted to City. In calculating the amount of matching funds, Subrecipient may include the value of any donated material or building, the value of any lease on a building, any salary paid to staff to carry out the program of Subrecipient, and the value of the time and services contributed by volunteers to carry out the program of Subrecipient. For purposes of this Agreement, City shall determine the value of any donated material or building, or of any lease, using a method reasonably calculated to determine a fair market value. Payments may be further be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 24 CFR 84.21 and as supplemented, replaced, or amended by 2 CFR 200.302, Financial Management, and 2 CFR 200.303, Internal Controls”. Payment will be made upon receipt of a proper invoice and in compliance with §218.70, Fla. Stat., otherwise known as the “Local Government Prompt Payment Act.” City shall remit payment to the contractor within thirty (30) days after receipt of an approved invoice. 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.

End of Exhibit B

EXHIBIT C
TO HOUSING PROGRAM FUNDS AGREEMENT WITH
REAL ESTATE, EDUCATION AND COMMUNITY HOUSING, INC.
CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain CITY FUNDS AGREEMENT (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Subrecipient (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Firm shall have an affirmative duty to provide from time to time upon City's request certificates of insurance, complete and certified copies of Firm's insurance policies, forms, and endorsements, as may be requested by the City in response to an issue or potential claim arising out of or related to the Agreement. Failure to provide said documentation shall be a material breach of the Agreement. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may (i) terminate the Agreement or (ii) purchase such coverages as City deems necessary to protect the itself (charging Firm for same) and at City's option suspending Firm's performance until such coverage is in place. If Firm does not reimburse City for such costs within 10 days after demand, in addition to any other rights, City shall also have the right to offset such costs from amounts due Firm under any agreement with the City. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The following coverages are required: ("M" indicates million(s), for example \$1M is \$1,000,000)

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000.** If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. **Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.**

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, employees, and volunteers together with, as applicable, any associated lender of the City shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following: Purchasing Department, 306 E. Jackson St., Tampa, FL 33602 City of Tampa Insurance Compliance c/o Ebix PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, employees, and volunteers shall be excess of the Firm's insurance and shall not contribute with it.

SUBCONTRACTORS/INDEPENDENT ASSOCIATES/CONSULTANTS/SUBTENANTS/SUBLICENSEE – Firm shall require and verify that all such entities maintain insurance meeting all requirements stated herein with the City as an additional insured by endorsement (ISO FORM CG 20 38, or broader) or otherwise include such entities within Firm's insurance policies. Upon City's request, Firm shall furnish complete and certified copies of copies of such entities' insurance policies, forms, and endorsements.

SUBCONTRACTOR DEFAULT INSURANCE, CONTROLLED INSURANCE PROGRAM, WRAP-UP - Use requires express prior written consent of City Risk Manager.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm

hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

WAIVER/RELEASE AGREEMENT – Where Firm has a defined group of persons who might be exposed to harm (e.g. participants in an athletic event/program, volunteers) any waiver or release agreement used by Firm whereby such persons (and their parent/guardian as applicable) discharge Firm from claims and liabilities, shall include the City, its elected officials, departments, officers, officials, employees, and volunteers to the same extent as Firm. The City reserves the right from time to time to waive any or all of these insurance requirements (or to reject policies) based on the specific nature of goods/services to be provided, nature of the risk, prior experience, insurer, coverage, financial condition, failure to operate legally, or other special circumstances. Required insurance shall not limit Firm’s liability.

Acceptance by the City, or by any of its employees, representatives, agents, etc. of certificates or other documentation of insurance or policies pursuant to the terms of this document and the Agreement evidencing insurance coverages and limits does not constitute approval or agreement that the insurance requirements have been met or that coverages or policies are in compliance. Furthermore, receipt, acceptance, and/or approval of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its employees, representatives, agents, etc., which indicate less coverage than required does not constitute a waiver of Firm’s obligation to fulfill these insurance requirements.

End of Exhibit C

Exhibit D
TO HOUSING PROGRAM FUNDS AGREEMENT WITH
REAL ESTATE, EDUCATION AND COMMUNITY HOUSING, INC.
LOCAL, STATE, AND FEDERAL LAW AND REGULATION REQUIREMENTS

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. Business Enterprises. The requirements of Federal Executive Orders 11625, 12432, 12138 and 24 CFR 85.36(e), to the extent in effect under Federal law, apply to grants under this part, as well as any other Federal Executive Orders in effect. Consistent with HUD's responsibilities under these Orders and with the City's Ordinance No. 26.5 Part 2, the extent in effect, the Subrecipient must make efforts to encourage the use of certain 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 USC 1701) ("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 CDBG-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 CDBG 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 CDBG Funds shall not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, CDBG 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. 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.
- M. Environmental Review. All CDBG 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 CDBG 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.
- N. 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).
- O. 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 CDBG-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.
- P. 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.

- Q. 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).
- R. 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).
- S. Uniform Relocation Act. In accordance to 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.
- T. HCD Manual. City procedures and policies as set forth in the City of Tampa Division 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.
- U. 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.
- V. 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.
- W. 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.

- X. Travel. The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under the Agreement.
- Y. 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.
- Z. Whistleblower Protections. Subrecipient shall comply with all applicable federal whistleblower protections, including 10 U.S.C. §2409, 41 U.S.C. §4712, 10 U.S.C. §2324, 41 U.S.C. §§4304 and 4310.
- AA. Drug-Free Workplace. Subrecipient shall comply with all applicable federal drug-free workplace requirements, including Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001.
- BB. Scrutinized Companies. Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting with companies for goods or services (i) of any amount with companies that are on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel and (ii) of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. Agency certifies it is not in violation of Fla. Stat. 287.135 on such lists, engaged in any such boycott, or engaged in such business operations. Agency acknowledges and agrees this Agreement may be terminated at the City of Tampa's option if it is found (i) Agency's foregoing certification is false or (ii) Agency has been placed on such lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.
- CC. Prohibition Against Economic Incentives To Foreign Countries of Concern. Pursuant to Section 288.0071, F.S, as a condition of this Agreement, Subrecipient is required to provide an executed affidavit signed under penalty of perjury verifying that it is not a foreign entity or a foreign country of concern such as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the City is prohibited from contracting with under Florida law.

End of Exhibit E

EXHIBIT E

CONSOLIDATED STATE LAW AFFIDAVIT

AFFIDAVIT OF COMPLIANCE WITH CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME) PURSUANT TO SECTION 287.133, FLORIDA STATUTES, PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135, FLORIDA STATUTES, PROHIBITION AGAINST HUMAN TRAFFICKING PURSUANT TO SECTION 787.06, FLORIDA STATUTES, AND COMPLIANCE WITH E-VERIFY PURSUANT TO SECTION 448.095, FLORIDA STATUTES AND PROHIBITION AGAINST ECONOMIC INCENTIVES TO FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 288.0071, FLORIDA STATUTES.

The undersigned Affiant, on behalf of the Entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

Public Entity Crimes

1. Affiant understands that a “person” or “affiliate” who has been placed on the “convicted vendor list” following a “conviction” for a “public entity crime” (as those terms are defined in Section 287.133, Florida Statutes) for a period of 36 months following the date of being placed on the convicted vendor list, is ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa. Entities placed on either the “discriminatory vendor list” or “antitrust vendor list” are ineligible to transact business with the City of Tampa.
2. Affiant understands and attests that neither Affiant, nor any person or affiliate of the Entity, nor the Entity have been placed on any of the above referenced vendor lists that would render the Entity ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa.

Scrutinized Companies

3. Affiant understands that pursuant to Section 287.135(2)(a), Florida Statutes, the Entity would be ineligible to contract with or submit a bid, proposal or reply to contract with the City of Tampa if the Entity is on the “Scrutinized Companies that Boycott Israel List” (created pursuant to Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel. If the value of the contract is one million dollars or more if, at the time of bidding on, submitting a proposal or reply for, or entering into or renewing a contract, the Entity:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section [215.473, Florida Statutes](#); or
 - b. Is engaged in business operations in Cuba or Syria.
4. Affiant attests that neither Affiant nor the Entity are on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor are we engaged in a boycott of Israel, and understand that any resulting contract may be terminated for a falsification of this Affidavit.

Anti-Human Trafficking

Affiant hereby understands and attests that the undersigned Entity does not use coercion of labor or services as those terms are defined in section 787.06(13), Florida Statutes.

Compliance with Prohibition Against Economic Incentives to Foreign Countries of Concern.

5. Affiant, on behalf of the Entity attest to the following:

- a. That pursuant to Section 288.0071, F.S, as a condition of this Agreement, the Entity attests to the following: that it is not a foreign entity or a foreign country of concern such as the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro or the Syrian Arab Republic with whom the City is prohibited from contracting with under Florida law.

Compliance with Foreign Countries of Concern

- 6. Affiant, on behalf of the Entity attest to the following:
 - a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes.)
 - b. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)
 - c. Entity is not organized under the laws of, and does not have a principal place of business in a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes.)

The undersigned is authorized to execute this Affidavit on behalf of Entity.

The undersigned further sayeth naught.

Entity: _____

 Affiant Signature
 Print Name: _____
 Date: _____
 Title: _____

STATE OF _____
 COUNTY OF _____

SWORN to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____, who is personally known to me or who has produced _____ as identification.

[AFFIX NOTARY SEAL/STAMP]

 Signature of Notary
 Name: _____
 (Print or Type Name)
 Notary Public: State of Florida
 My Commission Expires _____