

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) CONTRACT

THIS HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (“HOPWA”) CONTRACT (“Contract”) made and entered in triplicate effective as of October 1, 2014 (the “Effective Date”), is by and between the **CITY OF JACKSONVILLE**, a Florida municipal corporation in Duval County, Florida (the “City”), and **CATHOLIC CHARITIES BUREAU, INC.**, a Florida nonprofit corporation (the “Recipient”).

RECITALS:

WHEREAS, the City has entered into an agreement with the U.S. Department of Housing and Urban Development (“HUD”), under Federal Grant Award No. FLH14F001, and CFDA No. 14.241, for a grant to implement Housing Opportunities for Persons with AIDS (“HOPWA”) formula grant, which provides for housing assistance and supportive services for HIV Positive and AIDS infected individuals and their families, pursuant to the regulations promulgated by HUD governing the conduct of HOPWA programs at Title 24 of the Code of Federal Regulations (“CFR”) Part 574;

WHEREAS, said grant provides that the City will contract with nonprofit community groups, to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the City to enter into a special contract with the Recipient for the administration of a portion of said grant;

WHEREAS, pursuant to the approval set forth in **Ordinance 2014-673-E**, the City hereby engages the services of the Recipient to administer and implement a portion of the HOPWA Grant for a Housing or Supportive Services project as more particularly set forth in Attachment A (the “Project”);

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

ARTICLE 0

(Incorporation by Reference)

0.1 The above stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein.

0.2 Any exhibit or attachment to this Contract that is referenced in this Contract is, by this reference, made a part of this Contract and is incorporated herein.

ARTICLE I

(Supervision)

1. The Recipient agrees to perform the required services for the Project under the general coordination of the City of Jacksonville, Planning and Development Department, Housing and Community Development Division. The City contact and address (for notices) is:

Housing and Community Development Division
214 North Hogan Street, 3RD Floor
Jacksonville, Florida 32202
Phone: (904) 255-8200 Fax: (904) 255-8209

ARTICLE II
(Scope of Services)

2.1 The Recipient agrees to perform the services necessary to complete the Project described in Attachment A (the "Services" or "services"), attached hereto and made a part hereof. If any services, functions, or responsibilities not specifically set forth in this Contract are necessary for the proper performance of the Project, then they shall be deemed implied by and included within the Project.

2.2 In addition to the requirements, limitations and restrictions set forth elsewhere in this Contract, the Recipient shall use the funds in a manner consistent with all applicable and governing federal, state and local laws, rules, regulations and policies, as amended from time to time, during the term of this Contract, including without limitation, all laws rules, regulations and policies governing HOPWA, the terms of which are incorporated herein by this reference. The Recipient acknowledges and agrees that it has reviewed, understands and is familiar with all such applicable federal, state and local laws, rules, regulations and policies concerning this Contract, and it has not relied on the City as to the content or meaning of such laws, rules, regulations or policies. If any of the obligations of this Contract are to be performed by a subcontractor of the Recipient, the Recipient shall incorporate the provisions of this section into he subcontract. Additionally, the Recipient represents and warrants to the City that the Recipient has reviewed, understands, and is familiar with and will comply with the provisions of the Jacksonville Ethics Code, Chapter 602, Jacksonville Ordinance Code, and the provisions of the Jacksonville Procurement Code, Chapter 126, Jacksonville Ordinance Code.

ARTICLE III
(Funding)

3.1 The City agrees to pay the Recipient **an amount not-to-exceed \$930,000.00**, which amount is the maximum indebtedness of the City pursuant to this Contract and the only obligation of the City under this Contract. The City makes no warranty as to the sufficiency of the funds for the Project, and the Recipient understands and agrees that whether the City's funds are sufficiently to complete the Project, the Recipient's duty under the provisions of this Contract is to complete the Project.

3.2 The City shall pay this amount over the period of this Contract to the Recipient for services rendered herein and in accordance with the provisions of this Contract. The Recipient shall expend the funds solely and exclusively for the Project. The Recipient shall not expend or otherwise use any of the funds for any other purpose.

3.3 The method of payment shall be according to the Financial Procedures, as described in Attachment B. The City shall not be obligated or required to make any disbursements if the Recipient is in breach of this Contract.

3.4 Any unused or residual funds remaining at the termination of this Contract shall revert to and belong to the City (including any funds on hand at the time of termination and any accounts receivable attributable to the use of funds); if any reimbursable funds were distributed to the Recipient, then such funds are due and payable to City on the date of the termination and shall be returned by Recipient to the City no later than thirty (30) days thereafter. If the Recipient expends any portion of the funds in a manner inconsistent with the terms of this Contract (which shall include any funds reimbursed to the Recipient by the City in error) or any applicable and governing federal, state or local law, rule, regulation or policy, then the Recipient shall immediately upon receipt of notice by the City refund and return all such funds to the City without demand or further notice. The Recipient shall also reimburse the City for all costs,

expenses and fees, including attorneys' fees and court costs, incurred or expended by City in connection with any collection efforts to recover any funds due the City pursuant to this Contract. The City may immediately terminate this Contract if funds are improperly spent.

3.5 Funds may be transferred from line item to line item within the line items specified in Attachment B only with prior written approval of the City, provided that no expenditure shall exceed the maximum indebtedness set forth in section 3.1 of this Contract.

3.6 The use of funds described in this Contract is subject to the written approval of HUD.

3.7 The Recipient acknowledges and agrees that it shall expend funds for the Project as specified in Attachment A.

3.8 To the extent applicable, the Recipient's financial management system and accounting procedures shall meet the requirements of 24 CFR 85.20, 24 CFR 570.506, and either: 1) OMB Circular A-21 "Cost Principles of Educational Institutions," 2) OMB Circular A-87 "Cost Principles for State, Local and Indian Tribe Governments," or 3) OMB Circular A-122 "Cost Principles for Non-Profit Organizations," and 24 CFR 574.530.

ARTICLE IV (Reporting)

4.1 By the 10th of every month during the term of this Contract, the Recipient shall provide the City with a report in form and content acceptable to the City showing all activities, including a narrative summary of any progress, and a financial statement showing all expenditures appurtenant to the Project. All expenditure of funds shall be made on a unit of service basis or as set forth in the Attachments.

4.2 The Recipient shall use the report form that has been approved by the City, as described in Attachment C.

4.3 The Recipient's failure to submit monthly reports is grounds either for the City to withhold further payments to the Recipient or termination of this Contract.

4.4 The Recipient shall provide the City with additional Project information as may be requested by the City from time to time, in form and content acceptable to the City.

ARTICLE V (Indemnification; Insurance)

5.1 The Recipient is an independent contractor, and not an employee, agent, partner, joint venturer, representative or associate of the City, in conducting the Services set forth in this Contract. Recipient shall be solely responsible for the means, methods, techniques, sequences and procedures used in its performance of this Contract.

5.2 Indemnification. The Recipient and its subsidiaries (collectively the "Indemnifying Parties"), shall (and shall require all subcontractors of any tier to) hold harmless, indemnify, and defend City and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature (including, but not limited to, court, investigation and defense costs, and reasonable

expert and attorney's fees), which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

(a) General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

(b) Violation of Laws Liability, arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(c) Breach of Representations, Warranties and Obligations, arising directly or indirectly out of any breach of any representation, warranty, covenant or obligation set forth in the Contract or made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing or other instrument delivered by the Indemnifying Party; and

(d) to the extent this Contract contemplates environmental exposures, Environmental Liability, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

(e) to the extent this Contract contemplates intellectual property exposures, Intellectual Property Liability, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract. In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect and any term which offends Section 725.06 or 725.08 of the Florida Statutes may, subject to the sole discretion of the Indemnified Party, be modified to comply with said statutes.

If an Indemnified Party exercises its rights under this Contract, the Indemnified Party will (1) provide reasonable notice to Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests.

5.2.1. No warranty by the City. Nothing contained in this Contract or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by the City regarding: (a) the accuracy or reasonableness of the budget; (b) the feasibility or quality of the Construction Documents, if any, (c) the proper application by the

Recipient of the Proceeds; (d) the quality or condition of the Project, including the Improvements; or (e) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Project, including the Improvements. The recipient acknowledges that the Recipient has not relied and will not rely upon any experience, awareness or expertise of the City or the City's Inspector regarding the aforesaid matters.

5.3. **Insurance.** Without limiting its liability under this Contract, the Recipient shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and the Recipient shall require its subcontractors of any tier, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits in the amounts not less than stated below, and prior to work commencement provide a certificate (with applicable endorsements) on a form that is acceptable to the City's Division of Insurance and Risk Management evidencing the following required coverages to the City:

<u>Schedule</u>	<u>Limits</u>
Worker's Compensation/Employers Liability	
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 100,000 Each Accident
	\$ 500,000 Disease Policy Limit
	\$ 100,000 Each Employee/Disease

This insurance shall cover the Recipient (and to the extent its subcontractors of any tier are not otherwise insured, its subcontractors, of any tier) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability - (Form CG0001)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those approved in writing by the City's Office of Insurance and Risk Management.

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Ops Aggregate
\$1,000,000	Personal/Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage
\$ 5,000	Medical Expenses

Automobile Liability

\$1,000,000 Each Occurrence – Bodily Injury
and Property Damage Combined

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

ISO Form CA0001 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability

\$1,000,000 per Claim
\$1,000,000 Aggregate

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.)

Sexual Molestation

\$1,000,000 Per Claim
\$2,000,000 Aggregate

(To the extent the program includes direct supervision of children, special needs, and/or senior citizens)

(Sexual Molestation Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis

Additional Insurance Provisions

A. Waiver of Subrogation. All insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and the City's members, officials, officers, employees and agents.

B. Additional Insured: All insurance except Worker's Compensation, and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and employees. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and Automobile Liability CA2048; endorsements will be provided to, reviewed, and approved by the City's Division of Insurance and Risk Management prior to commencement of work.

C. Recipient's Insurance Primary. The insurance provided by the Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. Except as authorized in this Contract, the insurance maintained by the Recipient shall apply on a first dollar basis without application of a self-insurance, deductible or self-insured retention. Except as authorized specifically in this Contract, no self-insurance, deductible or self-insured retention for any required insurance provided by the Recipient pursuant to this Contract will be allowed. If there is any self-insurance, deductible or self-insured retention for any required insurance, the Recipient shall be responsible for paying on behalf of the City (and any other person or organization the Recipient has, in this Contract, agreed to include as an insured for the required insurance) any self-insurance, deductible, or self-insured retention allowed under this paragraph. The City will not be responsible for any self-insurance, deductibles, or self-insured retentions under this Contract.

E. The Recipient's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Recipient or its subcontractors of any tier, employees, or agent to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. No Waiver by City Approval/Disapproval. Neither approval by City nor failure to disapprove the insurance furnished by the Recipient shall relieve the Recipient of Recipient's full responsibility to provide insurance as required under this Contract.

G. Each policy shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to City. The Recipient shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event the Recipient is unable to obtain such endorsement, the Recipient agrees to provide the City the notice directly. Until such time as the insurance is no longer required to be maintained by the Recipient, the Recipient shall provide the City with renewal or replacement evidence of insurance with the above minimum requirements no less than 30 days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

H. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City's Division of Insurance and Risk Management, if requested to do so by the City, the Recipient shall, within thirty (30) days after receipt of a written request from the City, provide the City with a certified, complete copy of the policies of insurance providing the coverage required herein.

I. Anything to the contrary notwithstanding, the liabilities of the Recipient under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by the Recipient shall relieve the Recipient or its sub-contractors of any tier from responsibility to provide insurance as required by the Contract.

J. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may, at its sole option require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

ARTICLE VI
(Contract Period and Termination)

6.1 This Contract shall be effective beginning on the Effective Date and **terminating on September 30, 2015**, unless terminated sooner with or without cause, by either party by giving thirty (30) days prior written notice of such cancellation.

6.2 The occurrence of any one or more of the following events prior to the expiration of the term of this Contract shall constitute an event of default hereunder: (a) failure to perform or observe any material term, agreement, covenant or condition of this Contract, which default continues for thirty (30) days after written notice thereof (unless a shorter period is set forth elsewhere in this Contract); (b) a violation of any applicable federal, state or local law, rule, regulation or policy with respect to the subject matter hereof; (c) if any representation or warranty contained in this Contract shall be false or misleading in any material respect; (d) the application by the Recipient for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of its or all or a substantial part of its assets, or if any party shall be unable or admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent, file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or any arrangement with creditors or agrees to take advantage of any insolvency law, file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding or if any corporate action shall be taken by it for any purpose of effecting any of the foregoing, or if any order, judgment or decree shall be entered by a court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator or custodian (or other similar official) of any party hereto or of all or a substantial part of its assets, and such other judgment or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days; or (e) an event of default of the Recipient under any other agreement or transaction between the Recipient and the City.

6.3 If the City terminates this Contract due to an event of default by the Recipient, then the City may exercise all rights and remedies it may have at law or in equity. Failure or delay on the part of the City to notify the Recipient of a default shall not be deemed to be a waiver by the City of said default or of any future default of Recipient.

6.4 Termination shall be effective at the close of business on the 30th day after notice without the necessity of any further notice to Recipient if the breach has not been corrected within the thirty (30) day period. Notice shall be delivered by certified mail, return receipt requested, or by any other means of delivery with proof of delivery. Upon receipt of a notice of termination and, except as otherwise directed, the Recipient shall:

- i. Cease working under this Contract;
- ii. Place no further orders or subcontracts related to the performance of the Service, which was terminated;
- iii. Terminate all orders and subcontracts related to the performance of the Service that was terminated; and
- iv. Prepare all necessary reports and documents required under the terms of this Contract up to the date of termination, including the final report, without reimbursement for the services rendered in completing said reports beyond the termination date.

6.5 If the Recipient should materially fail to comply with any term of this Contract, suspension or termination may occur in accordance with 24 CFR 84.62, which provisions are incorporated herein by this reference. If funds should fail to be or cease to be provided to the City or appropriated by the City Council, then the City may terminate this Contract and shall reimburse the Recipient for necessary and reasonable payments made by Recipient up to the date of the termination only.

ARTICLE VII

(Uniform Administrative Requirements)

7.1 The Recipient shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations", as may be amended from time to time, and with Title 24 Housing and Urban Development, CFR Part 84, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," as may be amended from time to time.

7.2 The Recipient shall maintain Project records (including records of the Recipient's general contractors, subcontractors, materialmen, laborers, and other persons engaged in connection with this Contract) a minimum of five (5) years after the termination of this Contract. The Recipient shall make available to the City, the City's agents, and HUD and permit said parties to examine, inspect, and have access to such Project records at all reasonable times.

ARTICLE VIII

(General Provisions)

8.1 The Recipient shall hire an independent certified public accountant to audit the program in accordance with OMB Circular A-133 or any successor OMB Circular as available from time to time; provided, however, the cost and expense of such audit and other reporting required in this Contract shall *not* be funded from the grant funds provide herein. If a grant specific audit is conducted, it must be submitted to the City no later than 120 days after termination of this Contract. If included in the Recipient's overall organizational audit(s), then the audit must be submitted no later than 120 days following the end of each fiscal year of the Recipient during which grant funds were expended by the Recipient.

8.2 The Recipient shall abide by the provisions of Section 112.3135, Florida Statutes, as from time to time amended, pertaining to nepotism in its performance under this Contract.

8.3 The Recipient shall abide by Chapter 119, Florida Statutes, and related laws, concerning the Public Records laws as from time to time amended.

8.4 The Recipient accepts the funds appropriated pursuant to this Contract in accordance with the terms of this Contract and shall abide by the audit requirements of this Contract or such other audit requirements as may be required by the City.

8.5 The Recipient shall adhere to the following City procurement requirements in its purchase of labor, materials, supplies, and equipment, and will maintain written documentation in its records:

- Any purchase up to \$2,500 requires 1 written quotation;
- Any purchase over \$2,500 to \$15,000 requires 2 written quotations;

- Any purchase over \$15,000 to \$30,000 requires 3 written quotations;
- Any purchase over \$30,000 to \$65,000 requires 4 written quotations;
- Any purchase over \$65,000 requires a formal bid procedure (advertising and sealed bids); and any professional design services exceeding \$25,000 require a formal bid procedure (advertising and sealed bids).

8.6 Upon a recommendation by the City, based on a written justification from the Recipient that a purchase can only be efficiently and effectively made from one proprietary or sole-source, the City may approve the purchase in accordance with the procedures set forth herein without competition or advertisement, but only: (i) after posting prior notice of said purchase on City's website or newspaper for no fewer than seven (7) calendar days; and (ii) if it is specifically found by the City from all of the relevant facts that a proprietary or sole-source purchase is proper under the circumstances. As a prerequisite to obtaining a purchase from a proprietary or sole-source, the Recipient shall be required to provide a memorandum from its Executive Director or President to the City that:

1. Provides a summary of the scope of goods or services to be provided, identifying each item, component or service being procured and the price being proposed for the same;
2. Provides a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended proprietary or sole-source provider. For purposes of this section: (i) a "Proprietary Source" procurement shall apply to follow-up goods or services, such as replacement parts or warranty-related or required maintenance services for products and equipment previously purchased by the Recipient, or follow-up or related study services by the same professional that performed the original service that may only be efficiently and effectively provided from one justifiable source; and (ii) a "Sole-Source" procurement shall apply when there is only one justifiable source, such patented and manufactured products and services offered for sale in noncompetitive market or solely by a manufacturer's authorized dealer;
3. Asserts that the Recipient, prior to justifying the proprietary or sole-source, has researched the availability of the requested goods or services from other sources in applicable markets and has discussed and evaluated the same with the Housing and Community Development Division's appropriate project manager.
4. Attaches (i) a Scope of Goods and/or Services; (ii) a Fee and/or Cost Summary; and (iii) a copy of a proposal letter from the proprietary or sole-source provider regarding the scope of goods and/or services and other proposed contract terms and conditions, i.e. price, duration, etc.

ARTICLE IX
(Conflict of Interest)

9.1 In the procurement of labor, supplies, equipment, construction and services by the Recipient or by any contractor or subcontractor of the Recipient, the conflict of interest provisions in 24 CFR 84.42, as may be amended from time to time, shall be adhered to, as applicable.

9.2 No person who is an employee, agent, consultant, officer, or elected official or appointed official of the Recipient, or of any designated public agencies, or any contractor or subcontractor of the Recipient and who is receiving HOPWA funds or who exercises or has exercised any functions or responsibilities with respect to HOPWA 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 personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter; it being understood that Recipient must comply with all applicable ethics requirements, including but not limited to, chapter 112, Florida Statutes, and 24 CFR 574.625.

9.3 Upon the written request of the Recipient, the U.S. Department of HUD may grant an exception to the provisions of this Article IX on a case-by-case basis when it determines that such an exception will serve to further the purposes of 24 CFR 574 and the effective and efficient administration of the Recipient's program or project.

ARTICLE X
(HOPWA Grant Administration Requirements)

10.1 The Recipient agrees to provide housing assistance and supportive services in accordance with the provisions of 24 CFR part 574 and other applicable HUD regulations.

10.2 The Recipient shall conduct an ongoing assessment of the housing assistance and/or supportive services provided.

10.3 The Recipient shall assure the adequate provision of supportive services to the participants of the program.

10.4 The Recipient agrees to 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 HUD may establish for purposes of carrying out the program in an effective and efficient manner.

10.5 For any individual with AIDS or a related disease who requires more intensive care than can be provided in housing assisted under this Contract, the Recipient shall locate a care provider who can appropriately care for the individual and refer the individual to the care provider.

10.6 The Recipient shall serve any eligible person living anywhere within the Jacksonville metropolitan service area (Clay, Duval, Nassau, Baker and St. Johns Counties).

ARTICLE XI
(Other Federal Program Requirements)

11.1 The Recipient shall carry out each activity in compliance with all applicable Federal laws and regulations, which are incorporated into the Contract by this reference, including but not limited to:

- Pub. L 88-352 - Title VI of the Civil Rights Act of 1964
- Pub. L. 90-284 - Title VIII of the Civil Rights Act of 1968
- Executive Order 11063 (as amended by Executive Order 12259)
- Section 109 of Title I of the Housing and Community Development Act of 1974 (as amended by 42 U.S.C. 5301-5320)
- Davis-Bacon Act (as amended by 40 U.S.C. 276a to a-7)
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)

- National Flood Insurance Program (as set forth in the Florida Disaster Protection Act of 1973)
- Displacement, Relocation Assistance and Real Property Acquisition (as set forth in 49 CFR Part 24 and 24 CFR Part 42)
- Employment and Contracting Opportunities:
 - Executive Order 11246 (as amended by E.O. 11375 and supplemented by 41 CFR Part 60)
 - Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)
- Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- Lead Based Paint Poisoning Prevention (as set forth in 24 CFR Part 35)
- Use of Debarred, Suspended or Ineligible Contractors or Sub-Contractors [in accordance with E.O.s 12549 and 12689, and as set forth in 24 CFR Part 29 and 29 CFR 5.12(a)(1)]
- Nondiscrimination Based on Age or Handicap (as set forth in the Age Discrimination Act of 1975, as amended, and 24 CFR Part 146)
- Section 504 of the Rehabilitation Act of 1973
- Environmental Protection Agency Regulations National Environmental Policy of 1969
- Title 24, Code of Federal Regulations, Volume 1, Part 135
- Byrd Anti-Lobbying amendment (31 USC 1352)

11.2 This Contract is also governed by the following:

A. If the Recipient is or was created by a religious organization, the Recipient agrees that all funds disbursed under this Contract shall be subject to the conditions, restrictions, and limitations of 24 CFR 5.109 and 24 CFR 92.257.

B. The Recipient shall comply with the Federal Funding Accountability and Transparency Act, P.L. 109-282 (the “Act”), including all reporting requirements contained therein. In accordance with the requirements of the Act, the Recipient shall provide the City with the following information contemporaneously with the Recipient’s execution of this Contract:

1. Provide the City with the names and total compensation of the Recipient’s five most highly compensated officers if the Recipient in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards; and \$25,000,000.00 or more in annual gross revenues from federal awards; and the public does not have access to this information about the compensation of the senior executives of the Recipient through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986, as provided in § 2(b)(1) of the Act; and
2. Provide the City with the Recipient’s entity information, Data Universal Numbering System (“DUNS”) number, and Parent DUNS number, if applicable; and
3. Register in the United States Government’s Central Contractor Registration System (“CCR”) pursuant to the provisions of the Act and provide City with documentation verifying the same at the time of Recipient’s execution of this Contract. Recipient must ensure that such registration remain current and in good standing throughout the term of this Contract.

The Recipient further agrees to provide the City with additional information and documentation throughout the term of this Contract as may be requested by the City to ensure alignment of Recipient's system and processes to meet the reporting requirements and other requirements of the Act. Notwithstanding any provision in this Contract to the contrary, a Recipient's violation of this section shall be cause for immediate suspension of payment to the Recipient of the grant funds provided herein by the City and unilateral cancellation of this Contract by the City upon thirty (30) days prior written notice to the Recipient of such cancellation.

C. The Recipient shall comply with the Federal Immigration and Naturalization Act. The City shall consider the employment by the Recipient of unauthorized aliens a violation of Section 274A(e) of the federal Immigration and Naturalization Act. Such violation shall be cause for unilateral cancellation of this Contract upon thirty (30) days prior written notice of such cancellation.

ARTICLE XII

(Representations and Warranties by Recipient)

12.0 Without limiting the representations, warranties and covenants of the Recipient set forth elsewhere in this Contract, as a material inducement for the City to enter into this Contract, Recipient represents and warrants to the City (and unless otherwise specified, such representations, warranties and covenants are true as of the Effective Date and shall continue and be effective during the term of this Contract as if continuously reiterated) that:

12.1 The Recipient is a Florida non-profit corporation duly incorporated and validly existing under the laws of the State of Florida. The Recipient is authorized to conduct business and is in good standing in the State of Florida. The Recipient has full power and authority to execute and deliver this Contract and all documents contemplated hereby, and perform its obligations arising hereunder and thereunder, and entering into this Contract will not conflict with or result in a breach of any other agreement to which the Recipient is a party. The individuals signing on behalf of Recipient have full power and authority to do so and the Recipient shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence such authority.

12.2 The Recipient has tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code.

12.3 The making, execution and delivery of this Contract and performance of all obligations hereunder by the Recipient have been duly authorized and approved by the shareholders, members, partners, or Board of Directors (as the case may be) of the Recipient.

12.4 When executed by the City, this Contract and all documents contemplated hereby each constitute legal, valid and binding obligations of the Recipient, enforceable in accordance with their respective terms.

12.5 This Contract and all documents contemplated hereby do not and will not contravene any provision of the governing documents of the Recipient, any judgment, order, decree, writ or injunction to which the Recipient is bound, or any provision of any applicable law or regulation to which the Recipient is bound.

12.6 The Recipient and each of its general contractors, subcontractors, materialmen, laborers and other persons performing services relating to the Project hold all necessary licenses, permits and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Project.

The Recipient shall promptly deliver to the City, upon request, all documents reasonably requested by the City to evidence such licenses, permits, and authorizations.

12.7 The Recipient has not employed or retained any third party having a relationship with the City to solicit or secure this Contract and has not paid or agreed or promised to pay any such person any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the execution of this Contract.

12.8 The Recipient has not engaged a broker, finder or other similar third party in connection with this Contract that would obligate the City to pay any cost, expense, fee to such broker, finder or other similar third party.

12.9 To the extent that construction of the Project may be required, the Recipient has obtained for the construction of the Project, or will obtain prior to beginning of construction of the Project, all necessary approvals and consents from all governmental or quasi-governmental authorities having jurisdiction over the Project, including, but not limited to, street openings or closings, zoning and use and occupancy permits, sewer permits, environmental permits and approvals, building permits, highway occupancy permits, subdivision and land development approvals, and approvals of fire underwriters (collectively, the "Governmental Approvals"), and all Governmental Approvals are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

12.10 to the extent applicable to this Contract, no notice of taking by eminent domain or condemnation of any part of the real properties or dwellings contemplated by this Contract has been received, and the Recipient has no knowledge that any such proceeding is contemplated with respect to the Project or the improvements.

12.11 To the extent that real properties or dwellings are contemplated by this Contract, no part of any real property or dwelling units contemplated by this Contract has been damaged or injured as a result of any fire, explosion, accident, flood, or other casualty that is not now fully restored.

12.12 to the extent that real properties or dwellings are contemplated by this Contract, each and every parcel of real property and dwelling unit contemplated by this Contract abuts and has direct access to a legally opened public right-of-way.

12.13 to the extent that real properties or dwellings are contemplated by this Contract, electricity, public potable water and public sanitary and storm sewerage facilities and, if shown on the plans and specifications, natural gas service are available at each and every parcel of real property and dwelling unit contemplated by this Contract, or will be available prior to beginning construction, and are of sufficient capacity to service the Project and improvements.

12.14 to the extent that real properties or dwellings are contemplated by this Contract, all improvements included as part of the Project and/or improvements have been fully authorized by appropriate municipal ordinance or other required municipal action, or will be so authorized prior to beginning construction. The Recipient is not in default under any of agreement with the City, and the Recipient has satisfied all conditions imposed by any governmental authority in connection with the grant of development approval for each and every parcel of real property and dwelling unit contemplated by this Contract.

ARTICLE XIII
(Miscellaneous)

13.1 This Contract shall not be amended or modified in any way except by an instrument in writing executed by both parties hereto.

13.2 Any notices permitted or required in this Contract shall be in writing and shall be duly delivered when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated herein. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any party may change its address as designated herein by giving notice thereof to the other. The address for the City is set forth in Article I above, and the address for the Recipient is set forth below its signature.

13.3 TIME IS OF THE ESSENCE in the performance by any party of its obligations hereunder. If the time for performance falls upon a Saturday, Sunday, or legal holiday defined so by Florida law, the time for performance shall be the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business days.

13.4 No waiver of any term of or obligation pursuant to this Contract may occur or be enforced unless it is signed by both parties hereto. The failure or delay by either party in asserting any of its rights or remedies as to any default hereunder shall not constitute a waiver of such default or any other default or of related rights or remedies.

13.5 Except with respect to rights and remedies expressly declared to be exclusive in this Contract, if any, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

13.6 Except as expressly provided to the contrary herein, each section, part, term or provision of this Contract shall be considered severable, and, if for any reason, any section, part, term or provision herein is determined to be invalid, contrary to or in conflict with any law, rule or regulation by a court or governmental agency having competent jurisdiction, and the unenforceability of the invalid provision does not adversely affect the purpose and intent of this Contract, in the City's sole discretion, the remaining sections, parts, terms or provisions of this Contract shall continue to be given full force and effect.

13.7 This Contract and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto. This Contract is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights or benefits hereunder.

13.8 In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, the Recipient represents and warrants to the City that the Recipient has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the term of this Contract. The Recipient agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided, the Recipient shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Contract. The Recipient agrees that if any of the obligations of this

Contract are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.

13.9 The Recipient shall, on request of the City, (a) promptly correct any defect, error or omission in this Contract and any related documents; (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of this Contract; (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect its rights against the rights or interests of third persons; and (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of this Contract.

13.10 Unless otherwise expressly provided herein, in the event of a conflict between any provisions of this Contract and any attachment or exhibit attached to or referenced in this Contract, the provisions of this Contract shall govern to the extent of such conflict. All parties acknowledge and agree that they have had meaningful input into the terms and conditions contained in this Contract. The Recipient acknowledges that it has had ample time to review this Contract and related documents with counsel of its choice. Should any provision of this Contract require judicial interpretation, there shall be no presumption that the terms hereof shall be more strictly construed against either party.

13.11 Captions and headings in this Contract are for convenience of reference only and shall not affect the construction of this Contract.

13.12 The parties hereto shall follow the provisions of Section 126.110, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies, or contractor or subcontractors which are receiving funds or who exercise or have exercised any functions or responsibilities with respect to the Project or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have a interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one (1) year thereafter. In addition, in the procurement of labor, supplies, equipment, construction and services by Recipient or by any general contractor, subcontractor, materialmen, laborer or other persons working on the Project, the conflict of interest provisions of any applicable federal, state or local law, rule, regulation or policy shall be adhered to by the same.

13.13 All of the Recipient's representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the termination of this Contract.

13.14 Except for contracts awarded pursuant to 40 USC section 3141, *et seq.*, the parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List following a conviction for a public entity crime may not: submit a bid on a contract to provide any goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of real property to a public entity; be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or, transact

business with any public entity in excess of \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

13.15 This Contract and the rights and obligations herein may not be assigned.

13.16 Prompt Payment to Subcontractors and Suppliers:

(a) Nothing herein shall prohibit the Recipient from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, the Recipient may withhold the disputed portion of any such payment only after the Recipient has provided notice to the City and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and said subcontractor or supplier within (ten) 10 calendar days after the Recipient's receipt of payment from the City. The Recipient shall pay all undisputed amounts due within the time limits imposed by this section.

(b) Notwithstanding Chapter 126, Part 6, Jacksonville Ordinance Code, Recipient shall pay all contracts awarded with certified Jacksonville Small and Emerging Business ("JSEB") JSEBs and Minority Business Enterprise ("MBE") MBEs as defined therein their pro-rata share of their earned portion of the progress payments made by the City under the applicable contract within seven (7) business days after Recipient's receipt of payment from the City (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished that have been incorporated into the Project, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to the Recipient, the Recipient shall provide to the City, with its requisition for payment, documentation that sufficiently demonstrates that the Recipient has made proper payments to its certified JSEBs or MBEs from all prior payments that the Recipient has received from the City. The Recipient shall not unreasonably withhold payments to certified JSEBs if such payments have been made to the Recipient. If the Recipient withholds payment to its certified JSEBs or MBEs, which payment has been made by the City to the Recipient, the Recipient shall return said payment to the City. The Recipient shall provide notice to the City and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to the City and said subcontractor or supplier within five (5) calendar days after the Recipient's receipt of payment from the City. The Recipient shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within seven (7) business days shall be deemed a breach of contract, compensable at one percent (1%) of the outstanding invoice being withheld by the City. Continued failure to adhere to this clause may be cause for termination.

(c) The prompt payment requirements hereunder shall, in no way, create any contractual relationship or obligation between the City and any subcontractor, supplier, JSEB, or any third-party or create any City liability for the Recipient's failure to make timely payments hereunder. However, the Recipient's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to the City. As a result of said breach, the City, without waiving any other available remedy it may have against the Recipient, may: (i) issue joint checks; and (ii) charge the Recipient a two tenths percent (0.2%) daily late payment interest charge or other

charges specified in Chapter 126 of the Code for JSEBs or MBEs and Chapter 218, Florida Statutes, for non-JSEBs or MBEs, whichever greater.

13.17 The Recipient shall annually attend all training workshops relating to the subject matter hereof as reasonably required by the City.

13.18. In conformity with Section 126.305, *Ordinance Code*: The Recipient understands and agrees that execution of this Contract by the Recipient shall be deemed to be simultaneous execution of truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Contract, such certificate being required by Section 126.305, *Ordinance Code*, for professional services contracts over fifty thousand dollars. Pursuant to such certificate, the Recipient hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, the Recipient agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Contract.

13.19. To the extent that this Contract meets or exceeds the statutory price threshold, of \$1,000,000.00, the Recipient by execution of this Contract certifies to the City that the Recipient is not listed 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. Pursuant to Section 287.135, Florida Statutes, the Recipient agrees that the City may terminate this Contract immediately, without penalty, if the Recipient is found to have submitted a false certification or if the Recipient is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

13.20. The Recipient and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under this Contract for inspection, copying, or audit by the City.

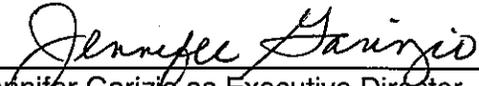
13.21 This Contract may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute but one instrument.

13.22 This Contract constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements and understandings, oral or written, between them with respect to such subject matter.

[The remainder of this page was intentionally left blank by the parties. Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto duly execute this Contract as of the day and year first written above.

CATHOLIC CHARITIES BUREAU, INC., a Florida non-profit corporation

By: 
Jennifer Garizio as Executive Director

DATED: 12/22/14

RECIPIENT INFORMATION

Name: Catholic Charities Bureau, Inc.
Contact: Jennifer Garizio, Executive Director
Address: 134 East Church Street
Jacksonville, FL 32202
Telephone: (904) 354-4846 Fax: (904) 224-0092
E-Mail: jgarizio@ccbjax.org
Federal Tax Identification Number: 59-0862770
Data Universal Numbering System (DUNS Number): 083190603
Central Contractor Registration (CCR Number): 4Y7B7

[Signature page of the City of Jacksonville to immediately follow this page.]

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
CITY OF JACKSONVILLE, a Florida
municipal corporation No. 2015-01

ATTEST:

By: *James R. McCain, Jr.*
James R. McCain, Jr.
As Corporation Secretary



By: *Alvin Brown*
Alvin Brown as Mayor
DATED: 2/9/15

In compliance with Section 24.103(e) of the *Ordinance Code* of City of Jacksonville, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.

C. Ronald Belton
As Director of Finance
Contract # 6493-81

Account #: PDCD1N4
Project #: 005241
Grant #: PDC012 Grant Detail #: 15
Sub-Object: 08301
Amount: **\$65,000.00**
Project Detail: (Not applicable)

Account #: PDCD1N4
Project #: 005242
Grant #: PDC012 Grant Detail #: 15
Sub-Object: 08301
Amount: **\$674,000.00**
Project Detail: (Not applicable)

Account #: PDCD1N4
Project #: 005243
Grant #: PDC012 Grant Detail #: 15
Sub-Object: 08301
Amount: **\$191,000.00**
Project Detail: (Not applicable)

FORM APPROVED:

By: *S. Hochmull*
Office of General Counsel

LIST OF ATTACHMENTS

Attachment A

Page 1A	Scope of Services
Page 2A	Special Requirements

Attachment B

Page 1B	Budget
Page 2B	Line Itemization
Page 3B	Method of Payment
Page 4B	Payment Request Form (Administrative Costs)
Page 5B	Payment Request Form (Activity Costs)
Page 6B	Payment Request Form (Supportive Services Costs)

Attachment C

Progress Report Form

Exhibit 1

HOPWA Direct Benefit Report Form

Exhibit 2

HOPWA Housing Habitability Standards Checklist

I. SCOPE OF SERVICES

During the term of this Contract the Recipient agrees to:

- A. Maintain documentation that ensures eligibility and compliance with the National Objective of the Housing Opportunities for Persons with AIDS Program and submit on the form provided by the City, a monthly report on the unduplicated number of persons being served by the program. Each participant must verify family income by completing an income verification form in order for the Recipient to document that at least 100% of the participants are low and moderate income and the number of unduplicated persons served. See Exhibit 1.
- B. Provide assistance for the payment of rent, mortgage, utilities, and telephone service for person(s) in need (those infected with HIV/AIDS or their household members) within the Jacksonville MSA who are enrolled with any case management agency without bias toward the client's choice of residential location or facility by striving to achieve the following service goals: 624 units of rent/mortgage assistance for 250 clients; 350 units of utility assistance for 180 clients; and 200 units of transitional housing for 25 clients. All available facilities are to be presented to clients in an impartial manner. **NOTE: Security deposits of any kind (rent, utility or telephone, etc.) are only authorized under permanent housing placement; however, under STRMU activities it is not eligible.**
- C. Provide at least 4,057 units of case management services to 450 clients to receive the benefits of the many programs for which they may be eligible. Case management services must comply with the definition as located in 24 CFR 574.300(b)(7). Additionally, discuss with clients ways to maximize monthly income so that once their housing situation is stabilized, independent living arrangements can be maintained.
- D. Coordinate services for persons in need (those infected with HIV/AIDS or their household members) with other non-profit services providers by making and accepting referrals.
- E. Seek additional supportive or replacement funding from at least two (2) other funding sources to allow, to the greatest extent possible, the leveraging of HOPWA funds. Proposals for other funding shall be made in writing and a copy provided to the Housing Services Division.
- F. Provide a self-evaluation tool with quantitative and qualitative measurements.

II. SPECIAL REQUIREMENTS

- A. The Recipient shall include in all advertisements or promotions a statement that whole or partial funding of the project is supplied by the City of Jacksonville, Housing Opportunities for Persons with AIDS (HOPWA) grant program or wording to that effect.
- B. Information on income by family size must be provided indicating that families or individuals served meet the Federal definition of low and moderate income households according to Federal Housing Assistance Payments Programs, Section 8 income limits. For a reference, refer to the low and moderate income limits box (adjusted for household size).
- C. Proof of positive HIV/AIDS status (for client or their household members) must be provided and maintained within the client file.
- D. Provide statistical information on clients served on a form to be provided by the City. See **Exhibit 1**.
- E. Housing Habitability Standards Inspection Checklist must be provided and maintained within client file. See **Exhibit 2**.

FINANCIAL PROCEDURES**I. BUDGET**

The Recipient shall adhere to the following budget in the administration of this Contract:

I. Administrative Expenditures

	1	Salaries & Wages	\$35,472.65
	2	Fringe Benefits	\$9,663.64
	3	Travel	\$0.00
	4.	Insurance	\$0.00
	5	Space Costs & Rental	\$19,863.71
	6	Utilities & Telephone	\$0.00
	7	Supplies	\$0.00
	8	Equipment Rental/Lease	\$0.00
	9	Other Costs	\$0.00
		Total Administrative Expenditures	\$65,000.00

II. Services to Clients Expenditures

	1	Salaries & Wages	\$99,049.60
	2	Fringe Benefits	\$37,695.21
	3	Supplies	\$2,000.00
	4	Travel	\$2,000.00
	5	Equipment Rental/Lease	\$2,500.00
	6	Rent Assistance	\$498,800.00
	7	Utilities Assistance	\$175,200.00
	8	Telephone Service	\$1,400.00
	9	Transitional Housing	\$10,000.00
	10	Case Management	\$35,505.19
	11	Postage	\$850.00
		Total Services to Clients Expenditures	\$865,000.00

III. Supplemental Costs

		Matching Funds	\$844,500.00
		In-Kind Contributions	\$85,500.00
		Total Supplemental Costs	\$930,000.00
		Total HOPWA Funds	\$930,000.00
		Total Project Costs	\$1,860,000.00

Line Itemization

I. Administrative Costs

I.A.1. Wages and Salaries	
Director of Finance (.25 FTE)	\$7,956.60
Quality Assurance Director (.25 FTE)	\$12,658.10
Reception/Administrative Support (.25 PTE)	\$12,507.95
Emergency Assistance Director (.10 FTE)	\$2,350.00
Total	\$35,472.65
I.A.2. Fringe Benefits	
Employee Benefits	\$9,663.64
Total	\$9,663.64
I.A.5. Space Costs & Rental	
12 months @ \$1,655.31/month	\$19,863.71
Total	\$19,863.71
Total Administrative Costs	\$65,000.00

II. Services to Clients Expenditures

I.B.1. Wages and Salaries	
Housing Program Caseworker (100% full time employee)	\$34,673.60
Housing Program Caseworker (100% full time employee)	\$34,673.60
Housing Program Caseworker (75% full time employee)	\$29,702.40
Total	\$99,049.60
I.B.2. Fringe Benefits	
Employee Benefits	\$37,695.21
Total	\$37,695.21
I.B.3. Supplies	
General Office Supplies, etc.	\$2,000.00
Total	\$2,000.00
I.B.4. Travel	
4,545 miles @ \$.44 per mile	\$2,000.00
Total	\$2,000.00
I.B.5. Equipment Rental/Leases	
Computer/Equipment Lease for HOPWA Program	\$2,500.00
Total	\$2,500.00
I.B.6. Rent/Mortgage Assistance	
624 units @ \$800.00 average per month	\$498,800.00
Total	\$498,800.00

II. SERVICES TO CLIENTS EXPENDITURES (continued)

I.B.7. Utility Assistance	
350 units @ \$500.00 average per month	\$175,200.00
Total	\$175,200.00
I.B.8. Telephone Service	
Cell Phone Expense: 3 caseworkers @ \$30.00 per month	\$720.00
Local Phone Service @ \$57 per month	\$680.00
Total	\$1,400.00
I.B.9. Transitional Housing	
200 units (one day) @ \$50.00 average	\$10,000.00
Total	\$10,000.00
I.B.10. Case Management	
4,057 (15 minutes) @ \$8.75 per unit	\$35,505.19
Total	\$35,505.19
I.B.11. Postage	
	\$850.00
Total	\$850.00
TOTAL SERVICES TO CLIENT EXPENDITURES	\$865,000.00

III. SUPPLEMENTAL COSTS

I.C.1. Matching Funds	\$844,500.00
I.C.2. In-Kind Contributions	\$85,500.00
Total Supplemental Costs	\$930,000.00
Total HOPWA Funding	\$930,000.00
Total Project Costs	\$1,860,000.00

CONDITIONS PRECEDENT TO CITY'S DISBURSEMENTS

II. METHOD OF PAYMENT

A. Reimbursement

Unless otherwise stated, all contract funds will be released on a reimbursement basis. Payment request forms (Attachment B, pages 4B, 5B, and 6B) may be submitted monthly or more often, as the need for reimbursement of funds arises. The time period for the City to process the payment request from submission of the request to availability of a check is **ten to fifteen working days**.

B. Cash Advance

Requests for cash advances will be granted only for immediate cash needs (excluding salaries) and only for two weeks in advance or to purchase an item or equipment over \$500. Recipients must receive prior approval from the Housing Services Division.

C. Required Documentation

Payment requests must be accompanied by receipts, cancelled checks, bank statements corresponding with cancelled checks, invoices, written bids, phone quotes and any other reasonable and legible documents to support the expenditure and amount of payment requested as may be deemed appropriate by the City in the City's sole discretion.

Requests for reimbursement of wages, salaries and fringe benefits must include copies of employee time sheets, demonstrating the number of hours worked per day and per week. Each time it must be signed by the employee and his or her supervisor. If a full-time employee is paid partially with HOPWA funds, a time distribution sheet reporting the number of hours spent working on "HOPWA" projects and on other non-"HOPWA" projects, must be submitted. All requests for reimbursement of salary, wages and fringe benefits must be accompanied by a copy of the paycheck.

Payment requests for reimbursement of mileage must be accompanied by a log that identifies the employee, "from" where he or she traveled, "to" location, "number of miles", "odometer reading" and "purpose of trip". The mileage log must be signed by the employee and his or her supervisor.

Failure by the Recipient to provide the City with the above required documentation to receive payment under this Contract shall result in a denial of Recipient's payment request and shall constitute a material breach of this Contract.

D. Procurement

The requirements of Article VIII of this Contract outline the required procurement procedures and documentation for purchases. Items not specifically identified in this Contract will not be reimbursed with HOPWA funds.

PAYMENT REQUEST FORM
HOPWA Administrative Costs

Name: Catholic Charities Bureau, Inc.
Address: 134 East Church Street
Jacksonville, FL 32202
Phone No. (904) 354-4846

Request No. _____
Contract No. _____
Fed Tax ID No. 59-0862770
Date Submitted: _____

- 1. Amount of this request: \$ _____
- 2. Contract funds received to date: \$ _____
- 3. Contract funds disbursed to date: \$ _____
- 4. Contract funds previously requested but not yet received: \$ _____

All contract funds must be disbursed within three (3) days of receipt. If line 2 does not equal line 1, please explain: _____

Line Item & Description	Budget	Amount Received to Date	Amount of this Request	Remaining Balance
I.A. Wages & Salaries	\$35,472.65			
I.A.2. Fringe Benefits	\$9,663.64			
I.A.5. Space Cost/Rental	\$19,863.71			
TOTAL	\$65,000.00			

COMMENTS: _____

Bank: _____ Account #: _____

I certify that to the best of my knowledge the data reported is correct and the payment amount requested does not exceed current needs.

Signature

Date

PAYMENT REQUEST FORM
HOPWA Supportive Services Costs

Name: Catholic Charities Bureau, Inc.
Address: 134 East Church Street
Jacksonville, FL 32202
Phone No. (904) 354-4846

Request No. _____
Contract No. _____
Fed Tax ID No. 59-0862770
Date Submitted: _____

1. Amount of this request: \$ _____
2. Contract funds received to date: \$ _____
3. Contract funds disbursed to date: \$ _____
4. Contract funds previously requested but not yet received: \$ _____

All contract funds must be disbursed within three (3) days of receipt. If Line 2 does not equal Line 1, please explain: _____

Line Item & Description	Budget	Amount Received to Date	Amount of this Request	Remaining Balance
I.B.1. Wages & Salaries	\$99,049.60			
I.B.2. Fringe Benefits	\$37,695.21			
I.B.3. Supplies	\$2,000.00			
I.B.4. Travel	\$2,000.00			
I.B.5. Equipment/Lease	\$2,500.00			
I.B.8. Telephone Service	\$1,400.00			
I.B.9. Transitional Housing	\$10,000.00			
I.B.10. Case Management	\$35,505.19			
I.B.11. Postage	\$850.00			
TOTAL	\$191,000.00			

COMMENTS: _____

Bank: _____ Account #: _____

I certify that to the best of my knowledge the data reported is correct and the payment amount requested does not exceed current needs.

Signature

Date

PAYMENT REQUEST FORM
HOPWA Activity Costs

Name: Catholic Charities Bureau, Inc.
Address: 134 East Church Street
Jacksonville, FL 32202
Phone No. (904) 354-4846

Request No. _____
Contract No. _____
Fed Tax ID No. 59-0862770
Date Submitted: _____

- 1. Amount of this request: \$ _____
- 2. Contract funds received to date: \$ _____
- 3. Contract funds disbursed to date: \$ _____
- 4. Contract funds previously requested but not yet received: \$ _____

All contract funds must be disbursed within three (3) days of receipt. If line 2 does not equal Line 1, please explain: _____

Line Item & Description	Budget	Amount Received to Date	Amount of this Request	Remaining Balance
II.B.8. Utility Assistance	\$175,200.00			
II.B.9. Rental Assistance	\$498,800.00			
TOTAL	\$674,000.00			

COMMENTS: _____

Bank: _____ Account #: _____

I certify that to the best of my knowledge the data reported is correct and the payment amount requested does not exceed current needs.

Signature

Date

MONTHLY STATUS REPORT

To: Housing and Community Development Div.
214 North Hogan Street, 3RD Floor
Jacksonville, FL 32202

Contract No. _____
Report No. _____

RECIPIENT: _____ Catholic Charities Bureau, Inc. _____

PROJECT: _____ Utility and Mortgage Assistance Program _____

REPORT PERIOD: _____ to _____ Date Submitted: _____

PERSON FILLING OUT REPORT: _____

PROGRESS REPORT: Describe progress to date on:

A. Maintaining documentation that ensures eligibility and compliance with the National Objective of the Housing Opportunities for Persons with AIDS Program and submit on the form provided by the City, a monthly report on the unduplicated number of persons being served by the program. Each participant must verify family income by completing an income verification form in order for the Recipient to document that 100% of the participants are low and moderate income and the number of unduplicated persons served. See **Exhibit 1**.

B. Providing assistance for the payment of rent, mortgage, utilities, security deposits, and telephone installations for HIV/AIDS infected individuals in the Jacksonville MSA who are enrolled with any approved case management agency without bias toward the client's choice of residential location or facility by striving to achieve the following service goals:

1) 624 units of rent/mortgage assistances for 250 clients:

Number of Units Current Month	Number of Units YTD	Unduplicated Clients Current Month	Unduplicated Clients YTD

2) 350 units of utility assistance for 180 clients

Number of Units Current Month	Number of Units YTD	Unduplicated Clients Current Month	Unduplicated Clients YTD

3) 200 units of transitional housing for 25 clients

Number of Units Current Month	Number of Units YTD	Unduplicated Clients Current Month	Unduplicated Clients YTD

C. Providing at least 4,057 units of case management services to 450 clients to help receive the benefits of the man programs for which they may be eligible. Additionally, discussing with clients ways to maximize monthly income so that once their housing situation is stabilized, independent living arrangements can be maintained.

Number of Units Current Month	Number of Units YTD	Unduplicated Clients Current Month	Unduplicated Clients YTD

D. Coordinating services for at least 600 persons in need with other non-profit service providers by making and accepting referrals.

Current Month	Year-to-Date

E. Seeking additional supportive or replacement funding from at least two (2) other funding sources, to allow, to the greatest extent possible, the leveraging of HOPWA funds. Proposals for other funding shall be made in writing and a copy provided to the Housing & Community Development Division. List source and amount

Current Month	Year-to-Date

F. Providing a self-evaluation tool with quantitative and qualitative measurements. Include copies of meeting notes, brochures, programs, promotional materials or other information pertinent to the contract.

Include copies of meeting notes, brochures, programs, promotional materials or other information pertinent to this Contract.

HOW FUNDS WERE SPENT:

A copy of all canceled checks and bank statements during that report period must be attached to the monthly report to verify the payment of previously submitted invoices and billings. Account for all checks, including any voided checks.

SUPPLEMENTARY SUPPORT:

Please describe matching and in-kind contributions received during this report period:

ADDITIONAL COMMENTS:

I certify that to the best of my knowledge the data reported is correct.

Signed: _____

Date: _____

Title: _____

HOPWA DIRECT BENEFIT REPORT

RECIPIENT: _____ DATE SUBMITTED: _____
 PROJECT NAME: _____ REPORT PERIOD: _____

Please complete this form on a monthly basis for the unduplicated number of persons/households assisted by this CDBG funded project. Use this information below to determine the income level of the persons being reported.

**HOPWA GRANT PROGRAM
 LOW AND MODERATE INCOME
 (REVISED SECTION 8 INCOME LIMITS)
 EFFECTIVE JULY 2014
 MEDIAN FAMILY INCOME (MFI) - \$63,200**

FAMILY SIZE	EXTREMELY LOW (30% OF MEDIAN)	VERY LOW (50% OF MEDIAN)	MODERATE (80% OF MEDIAN)
1	\$13,300	\$22,150	\$35,400
2	\$15,730	\$25,300	\$40,450
3	\$19,790	\$28,450	\$45,500
4	\$23,850	\$31,600	\$50,550
5	\$27,910	\$34,150	\$54,600
6	\$31,970	\$36,700	\$58,650
7	\$36,030	\$39,200	\$62,700
8	\$40,090	\$41,750	\$66,750

Counts by Household or Persons? (H/P) ___

REPORT PERIOD	CURRENT MONTH		YEAR-TO-DATE
Extremely Low Income (30% of MFI)			
Low Income (50% of MFI)			
Moderate Income (80% of MFI)			
Non-Low Moderate (above 80% of MFI)			
Total Low and Moderate Income			
Percent Low and Moderate Income		#HISPANIC	
White			
Black/African American			
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other Multi-Racial			
Female Head of Household (LMH Only)			
Total Racial/Ethnic Group			

Updated 7/2014

HOPWA Housing Habitability Standards Inspection Checklist

About this Tool

The standards for housing unit inspections under HOPWA are the housing habitability standards described in Title 24 CFR, Part 576.403 (c).

The habitability standards are different from the Housing Quality Standards (HQS) used for other HUD programs. Because the HQS criteria are more stringent than the habitability standards, a grantee could use either standard. In contrast to HQS inspections, the habitability standards do not require a certified inspector. As such, HOPWA program staff could conduct the inspections, using a form such as this one to document compliance.

Instructions: Mark each statement as 'A' for approved or 'D' for deficient. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved or Deficient	Element
	1. <i>Structure and materials:</i> The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
	2. <i>Access:</i> The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.
	3. <i>Space and security:</i> Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided with an acceptable place to sleep.
	4. <i>Interior air quality:</i> Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
	5. <i>Water Supply:</i> The water supply must be free from contamination.
	6. <i>Sanitary Facilities:</i> Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
	7. <i>Thermal environment:</i> The housing must have adequate heating and/or cooling facilities in proper operating condition.

Approved or Deficient	Element
	8. <i>Illumination and electricity:</i> The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
	9. <i>Food preparation and refuse disposal:</i> All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
	10. <i>Sanitary condition:</i> The housing and any equipment must be maintained in sanitary condition.
	<p>11. <i>Fire safety:</i> Both conditions below must be met to meet this standard.</p> <p>a. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.</p> <p>b. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.</p>

CERTIFICATION STATEMENT

I certify that I am not a HUD certified inspector and I have evaluated the property located at the address below to the best of my ability and find the following:

- Property meets all of the above standards.
- Property does not meet all of the above standards. Therefore, I make the following determination:
 - Property is approved.
 - Property is not approved

Case Name: _____		
Street Address: _____	Apartment: _____	
City: _____	State: _____	Zip: _____
Evaluator's Signature: _____	Date: _____	
Please Print. Name: _____		
CBO Exec. Dir. Initial: _____		