



Interoffice Memorandum

AGENDA ITEM

July 18, 2023

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

THRU: Raul Pino, MD, MPH, Director  
Health Services Department

 MD. MPH.

FROM: Claudia Yabrudy, Manager  
Fiscal and Operational Support  
**Contact: (407) 836-6583**

SUBJECT: Housing Opportunities for Persons with AIDS (HOPWA)  
**Consent Agenda – August 8, 2023**

The Health Services Department is requesting approval and execution of an agreement between the City of Orlando, and Orange County, Florida for the Housing Opportunities for Persons with AIDS (HOPWA) grant program for fiscal years 2023-2026. The HOPWA program provides housing and case management services for people with HIV/AIDS in Orange, Osceola, Seminole and Lake Counties.

Beginning October 1, 2016, the Health Services Department started administering the HOPWA grant for the City of Orlando. This has allowed clients to move between the Ryan White and HOPWA programs seamlessly and increased coordination between programs to ensure better outcomes, which are goals of the National HIV/AIDS Strategy. The estimated amount for the entire term of the agreement is \$16,634,211. For fiscal year 2023; the allocation from the City of Orlando is \$5,544,737 including \$141,342 earmarked to the County for the administration of this grant.

**ACTION REQUESTED:** Approval and execution of 1) Agreement between the City of Orlando, Florida and Orange County, Florida for the Administration of the Housing Opportunities for Persons with AIDS (HOPWA) Grant Program for fiscal years 2023-2026 in an estimated total award amount of \$16,634,211 (including the fiscal year 2023 award of \$5,544,737); 2) Certification regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements; and 3) Affidavit Federal Funding Accountability and Transparency Act (FFATA), and authorization for the Mayor or designee to sign any future amendments of this agreement. No county match is required. **(Fiscal and Operational Support Division)**

Attachment

C: Danny Banks, Deputy County Administrator, County Administrator's Office  
John Goodrich, Deputy Director, Health Services Department

BCC Mtg. Date: August 8, 2023

**AGREEMENT BETWEEN  
THE CITY OF ORLANDO, FLORIDA AND ORANGE COUNTY, FLORIDA  
FOR THE ADMINISTRATION OF THE HOUSING OPPORTUNITIES FOR PERSONS  
WITH AIDS (HOPWA) GRANT PROGRAM**

**THIS AGREEMENT** (hereinafter the “Agreement”) is made and entered into by and between the **City of Orlando**, a Florida municipal corporation, with a principal address of 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter referred to as the “City”), and **Orange County, Florida**, a charter county and political subdivision of the State of Florida, with a mailing address of 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as “County”, “Administrative Agent”, or “Agent”) (also collectively referred to as “Parties” or singularly as “Party”).

**WITNESSETH:**

**WHEREAS**, the United States Department of Housing and Urban Development (hereinafter referred to as “HUD”) has designated the City of Orlando to act as recipient and administrator of grant funding for the areas of Orange, Seminole, Osceola, and Lake counties, which are collectively referred to as the Orlando Eligible Metropolitan Statistical Area (herein referred to as “EMSA”), under the Housing Opportunities For Persons With AIDS program (herein referred to as “HOPWA” or “Program”), as authorized by the National Affordable Housing Act (P.L. 101-625); and

**WHEREAS**, this Agreement will be governed by the following, and as amended: AIDS Housing Opportunity Act, 42 U.S.C. 12901-12912 (herein referred to as “the Act”); the Housing Opportunities for Persons with AIDS Program Final Rule, Revised as of April, 1993 at 24 CFR part 574; 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Administrative Requirements”), Subpart E (“Cost Principles”); and Office of Management and Budget (herein referred to as “OMB”) all of which are incorporated herein as a material part of this Agreement; and

**WHEREAS**, the purpose of the funds received under this HOPWA grant (“Funds”) is to provide resources and incentives to devise long term comprehensive strategies for meeting the housing needs of low-income persons with acquired immunodeficiency syndrome or related diseases (hereinafter referred to as “AIDS”) throughout the EMSA; and

**WHEREAS**, the County has submitted a letter to the City requesting to act as the Administrative Agent of the HOPWA Program which, in part, would include providing program administration and the allocation of Funds to Project Sponsors in accordance with the requirements of the HOPWA Program and this Agreement; and

**WHEREAS**, the County currently has a Ryan White Part A Office, within its Health Services Department, which currently administers Ryan White Part A funding for the Orlando EMSA and therefore has available the qualified personnel, facilities, materials and supplies necessary to implement, administer and provide oversight of the HOPWA Program for Clients who reside in the Orlando EMSA; and

**WHEREAS**, the City and County agree that entering into this Agreement for the integration of the Program into the County’s Ryan White Program to be administered through its Ryan White Part A Office is in the best interest of the Orlando EMSA and serves a valid public purpose.

**NOW THEREFORE**, in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

**SECTION 1: USE OF HOPWA FUNDS**

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

**1.2 Scope of Services:** Under the terms and conditions of this Agreement, the City has designated the County, through its Health Services Department, to serve as the Administrative Agent for the City of Orlando’s HOPWA Program. For FY’s 2023-2024 through 2025-2026, the City anticipates allocating the estimated amount of Five Million, Five Hundred Forty-Four Thousand, Seven Hundred Thirty-Seven Dollars and No Cents (\$5,544,737.00) each fiscal year, the exact amount of which may increase or decrease, to the Administrative Agent to be used to contract with Project Sponsors, as defined in 24 CFR § 574.3, for the implementation of HOPWA services, on behalf of the City. The City will retain Twenty-Five Thousand Dollars and No Cents (\$25,000.00) from each year’s allocation starting with program year 2023-2024 for its administration and oversight responsibilities of the program. The Agent shall use these Funds for eligible expenses permitted under the HOPWA regulations, as set forth in 24 CFR Part 574. The Agent shall not use these Funds for any prohibited activities as set forth in 24 CFR Part 574. The Agent acknowledges and agrees that this Agreement is contingent upon appropriation by the Orlando City Council, and that any Funds not used in accordance with permitted HOPWA regulations must be repaid to the City, as set forth herein. The Agent shall be responsible for performing the following:

- (a) The Agent shall advertise the availability of HOPWA funds in the *Orlando Sentinel* to qualified agencies in Orange, Seminole, Lake, and Osceola Counties and invite said agencies to submit applications to receive grant funding. The Agent shall assemble a committee to review and score each application using an online application management system to determine which agencies will receive funding to become Project Sponsors.
- (b) The Agent will provide the list of proposed Project Sponsors and Activities to the City. The City will conduct the Environmental Reviews and ensure IIUD-approval of property is received prior to committing HOPWA funds and undertaking activities involving property acquisition, rehabilitation, conversion, lease, repair or construction to provide housing as required by 24 CFR § 574.510 and pursuant to Handbook 1390.05 Environmental Policy for HOPWA.

(c) The Agent shall assess each Project Sponsor's capacity for success by conducting an annual risk assessment for each Project Sponsor, as set forth in 2 CFR § 200.332(b) and 24 CFR § 574.605. This risk assessment provides information needed to prioritize the Agent's administrative resources to Project Sponsors who pose the greatest risk of noncompliance with the HOPWA program. The risk assessment must include identifying the Project Sponsors to be monitored (either onsite or remotely), the program areas to be covered, and the depth of the monitoring review. The risk assessment should result in identifying those Project Sponsors and activities that represent the greatest vulnerability to fraud, waste, mismanagement, or lack of capacity. Factors to consider in the risk assessment are as follows:

- i. The Project Sponsor's prior experience with the same or similar subawards;
- ii. The results of previous audits, including whether or not the Project Sponsor receives a Single Audit in accordance with Subpart F of 2 CFR part 200, and the extent to which the same or similar subaward has been audited as a major program;
- iii. Whether the Project Sponsor has new personnel or new or substantially changed systems; and
- iv. The extent and results of previous HUD monitoring if the Project Sponsor also receives funds directly from HUD.

Risk assessments must be documented in writing and describe how they affect the Agent's risk plan and monitoring schedule. After completing the risk assessment for each Project Sponsor, the Agent shall compile a written monitoring schedule, identifying which grantees will be monitored, the method of monitoring (onsite or remote), programs and areas to be monitored, the type of monitoring (in-depth or limited), areas of technical assistance and training needed, resources needed, and projected timeframes. If adjustments are required in the middle of the program year, the Agent will document those changes as well.

(d) The Agent shall provide services necessary to assist persons in the EMSA afflicted with AIDS and related diseases through contracts with Project Sponsors consistent with the purpose, intent, and eligible activities of the HOPWA Program, as set forth in 24 CFR Part 574, such as (i) housing information services; (ii) resource identification; (iii) acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services; (iv) new construction for single room occupancy dwellings and community residences only; (v) project- or tenant-based rental assistance; (vi) short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling; (vii) supportive services; (viii) operating costs for housing; (ix) technical assistance in

establishing and operating a community residence; and (x) administrative expenses. Such Project Sponsor contracts shall be in the form of cost reimbursement agreements, and the Agent shall use a contract form mutually agreed to by both the City and the Agent.

- (e) The Agent shall ensure that it and all Project Sponsors operate HOPWA funded programs in accordance with 24 CFR Part 574 and all other applicable HUD regulations, this Agreement, and the City's Grant Agreements with HUD.
- (f) The Agent shall act as the central collection point for all supporting documentation (e.g., invoices, receipts, purchase orders, etc.) that is submitted by the Project Sponsors for reimbursement against HOPWA Funds. The Agent shall assess and verify all supporting documentation submitted by each Project Sponsor as to the appropriateness of the billing and Client eligibility under the respective executed contract before approving reimbursement to the Project Sponsor. After payment has been made by the Agent to the Project Sponsor, the Agent may submit its reimbursement request to the City for payment of that cost.
- (g) The Agent shall monitor the HOPWA contracts with the Project Sponsors, as described in 2 CFR §§ 200.332(d) and 200.332(e), to ensure the appropriateness and correctness of all billing submittals and to ensure the delivery of services, as specified in the respective contracts. The Agent shall also comply with such other terms and conditions, including record keeping and reports for program monitoring and evaluation purposes, as HUD may establish for purposes of implementing and administering the HOPWA Program in an effective and efficient manner. The Agent shall review financial and performance reports of the Project Sponsor and maintain and make these reports available to HUD and the City to ensure proper accounting and disbursing of HOPWA Funds; follow-up and ensure that the Project Sponsors take timely and appropriate action on all deficiencies pertaining to the subaward detected through audits, on-site reviews, or other means; and issue management decisions for audit findings pertaining to the subaward required by 2 CFR § 200.521

The Agent will verify that Project Sponsors who met or exceeded the audit threshold set in 2 CFR § 200.501 for the respective fiscal year are audited as required by Subpart F of 2 CFR part 200.

- (h) The Agent shall implement the HOPWA Program in accordance with the Orlando EMSA Consolidated Housing Plan and the Annual Action Plan, on file at the City of Orlando's Housing and Community Development ("HCD") Department. The Agent may access these documents at [www.cityoforlando.net/housing/](http://www.cityoforlando.net/housing/) under *Plans and Reports*.

- (i) The Agent shall ensure the adequate provision of services to Clients of the HOPWA Program, as described in 24 CFR § 574.300.
- (j) The Agent shall act as the administrative agency and fiduciary entity responsible for the disposition of HOPWA Funds on behalf of its Project Sponsors. The Agent understands that it shall be responsible for the monitoring of Project Sponsors to ensure compliance with all federal and local government management and/or HUD regulations and may incur any penalties imposed due to the failure of its Project Sponsors to comply with the same.

**1.3 Expenditure of Administrative Expenses:** The City shall allocate to the Administrative Agent, from the funding amount provided in Paragraph 1.2 of this Section, three percent (3%) of each year's HOPWA allocation minus Twenty-Five Thousand Dollars and No Cents (\$25,000.00) to be retained by the City for Agent's expenses in administering its duties and obligations under this Agreement. With regard to the administrative expenses incurred by the Project Sponsors, draws shall be limited to seven percent (7%) of Funds and shall be subject to final reconciliation of the amount. It is the responsibility of the Agent to ensure that no Project Sponsor is reimbursed for administrative costs at a rate higher than 7% of the annual total reimbursement.

**1.4 Payment Procedures/Reimbursement of Funds:** This is a cost reimbursement grant. The Administrative Agent shall reimburse the Project Sponsor upon completion of the work and after review and approval of the Project Sponsor's reimbursement request. The City will disburse funds only upon completion of the work and after receipt and approval of the Administrative Agent's reimbursement request by the City's HCD Department. The Agent's request for reimbursement shall be submitted to the City by the fifteenth (15<sup>th</sup>) calendar day of every month and shall include:

- (a) Invoice;
- (b) Expenditure Report and Reimbursement Request worksheet (See **Exhibit "B"**); and
- (c) Supporting documentation for administrative charges shall include:
  - 1) Third-party invoices for operating costs charged to HOPWA administration;
  - 2) System generated report or system print screen reflecting date payment was made to Project Sponsor or supplier;
  - 3) Personnel activity reports for the Agent's personnel costs charged to HOPWA administration; and
  - 4) Payroll register.

Provided the Agent or Project Sponsor is not found in any way to be in breach or default of this Agreement, or its contract with one another, the City agrees to promptly process all reimbursement requests received from the Agent in accordance with the Local Government Prompt Payment Act codified in Part VII of Chapter 218, Florida Statutes. In the event that HUD

or the City determines that any HOPWA Funds have been wrongfully paid to the Agent, the Agent agrees to promptly refund such money to the City, in accordance with Section 1.5 below.

**1.5 Return of Funds:** The Administrative Agent shall return to the City any overpayments due to unearned funds or activities disallowed pursuant to this Agreement within thirty (30) days after the date of discovery by the Agent, or within fifteen (15) days of written notification by the City.

**1.6 Term:** For purposes of 2 CFR Part 200, the County is deemed a sub-recipient. Unless terminated earlier by either party, the period of this Agreement shall be for thirty-six (36) months, beginning on October 1, 2023 and ending on September 30, 2026. Notwithstanding anything herein to the contrary, the Administrative Agent's obligations to the City shall not end until all closeout requirements have been completed including, but not limited to, such things as making final payments, disposing of Program assets, retention of records, and use and maintenance requirements for property and assets. All record keeping requirements, as set forth in paragraph 2.7 of this Agreement, shall survive the termination of this Agreement.

## **SECTION 2: GENERAL TERMS AND CONDITIONS**

**2.1 Applicable Laws:** The Administrative Agent shall ensure that the HOPWA Programs located within the Orlando EMSA operate to prevent homelessness among eligible persons and abide by any and all applicable federal, state, and local regulations, whether presently existing or hereafter promulgated. The Agent shall comply with all applicable federal or state laws, statutes, ordinances, rules and regulations, including, but not limited to, 2 CFR Part 200 and all applicable provisions of the City's Land Development Code and Building Codes.

**2.2 Project Sponsors:** Administrative Agent shall ensure that all Project Sponsors agree to the following:

- (a) **Carry out eligible activities in accordance with the requirements of 24 CFR Part 574, 2 CFR Part 200, 24 CFR part 5, and other applicable HUD regulations;**
- (b) **Carry out eligible activities in accordance with the City of Orlando's Annual Action plan. The Agent may access these documents at [www.cityoforlando.net/housing/](http://www.cityoforlando.net/housing/) under *Plans and Reports*;**
- (c) **Conduct an ongoing assessment of the housing assistance and supportive services to the participants in the HOPWA Program;**
- (d) **Assure the adequate provision of supportive services to the participants in the HOPWA Program;**
- (e) **Ensure the confidentiality of the name of any participants and any other information regarding participants receiving assistance;**
- (f) **Not charge any fees, except rent, to any person eligible for any housing or services funded from a HOPWA grant;**
- (g) **Meet the applicable housing quality standards as outlined in 24 CFR § 574.310;**

- (h) **Comply with such other terms and conditions, including recordkeeping pursuant to 24 CFR § 574.530 and reports (which must include racial and ethnic data on Clients) for program monitoring and evaluation purposes and maintain those records for a four-year period;**
- (i) **Comply with all terms and conditions set forth in the contract between the Project Sponsor and the Agent; and**
- (j) **Maintain and make available to HUD and the City's HCD Department for inspection, financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of amounts received from the HOPWA grant.**

**2.3 Policy and Procedures:** The Administrative Agent shall maintain a policies and procedures manual and make said manual available to the City's HCD Department and HUD upon request. These policies and procedures should ensure compliance with all federal, state, and local regulations and detail the Agent's function and overall policies for the implementation of HOPWA in the EMSA. These policies and procedures should include, but are not limited to, the following:

- (a) Project Sponsor procurement process;
- (b) Program and administrative implementation procedures for each of the service categories available in the area;
- (c) Procedures for ensuring that all Project Sponsors meet the following criteria in accordance with 24 CFR §§ 574.500 and 574.310:
  - 1) Conduct an ongoing assessment of the housing assistance and supportive services required by participants in the program;
  - 2) Assure the adequate provision of supportive services for Clients in the Program either directly or through appropriate linkages with other health services and/or housing programs;
- (d) Procedures for the completion and documentation of housing quality inspections and environmental reviews in accordance with 24 CFR §§ 574.310 and 574.510, and 24 CFR Part 51;
- (e) Administrative, fiscal, and program monitoring procedures;
- (f) Reporting and documentation procedures which include:
  - 1) Monthly Project Sponsor reporting requirements;
  - 2) Annual reporting requirements;
  - 3) Grievance and client confidentiality procedures;
  - 4) Client record retention in accordance with 24 CFR § 574.530;
  - 5) Requirements for individualized housing plans for clients in accordance with 24 CFR § 574.500(b)(2); and
  - 6) Assessment and documentation of eligibility of clients receiving services under the HOPWA Program.
- (g) Procedures for ensuring that all Project Sponsors comply with 24 CFR §574.460 and 24 CFR §574.604.

**2.4 Quarterly Status Report:** The Administrative Agent shall submit to the City a quarterly status report containing the progress of the Agent's and Project Sponsors'



activities within 30 days after the end of the reporting period. The following reporting-period end dates shall be used for quarterly reports: 3/31, 6/30, 9/30, and 12/31. The quarterly status reports shall include the following information for HOPWA housing expenditures by activity for:

- Facility-Based Housing (FB)
- Permanent Housing Placement (PHP)
- Short-Term Rent, Mortgage and Utility (STRMU)
- Tenant Based Rental Assistance (TBRA)
- Supportive Services/Case Management (SS/CM)

Additional reports may be requested by the City throughout the year. The Administrative Agent must maintain records documenting the total number of Clients and the unique identifier of Clients to whom services were provided, the type of services and/or actual services performed, and the date(s) on which such services were provided, so that an audit trail documenting services is available.

**2.5 Annual Reports:** The Administrative Agent shall submit the HOPWA Consolidated Annual Performance and Evaluation Report (CAPER) to the City's HCD department within seventy (70) days of the program year-end. The Agent should use the most recent version of the CAPER published on [www.hudexchange.info/](http://www.hudexchange.info/).

**2.6 Audits:** The Administrative Agent shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7506) and 2 CFR Part 200, Subpart F as applicable. The Agent shall also prepare financial statements and schedule of expenditures of federal awards, in accordance with 2 CFR § 200.510. The Agent's annual financial statement must be prepared by an actively licensed public accountant and provided to the City within ninety (90) days of the end of its operating year. The Agent also agrees to allow the City's Internal Audit and Evaluation Department to conduct any audits the City feels necessary at any time during the term of this Agreement or while the Agent is responsible for any HOPWA Funds.

**2.7 Records and Reports:** In accordance with the requirements set forth in 2 CFR Part 200 and 24 CFR § 574.530, the Administrative Agent shall keep orderly and complete records of its accounts and operations pertinent to this HOPWA funding. Agent shall keep these records open for inspection by the City and HUD personnel during reasonable hours for the entire term of this Agreement and for an additional four (4) years after the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) which shall include, but not be limited to, the following:

- Records of Board members by date of appointment, race, sex;
- Employee records by job classification, name, date of hire, race, sex;
- Demographic records to include Client eligibility and residence as it relates to Orange, Seminole, Osceola and Lake Counties.

The Administrative Agent shall, in accordance with 24 CFR § 574.530, also keep all statistical and financial records for the service(s) provided hereunder during the

term of this Agreement, plus an additional four (4) years after the submission of the Consolidated Annual Performance and Evaluation Report (CAPER), including source documentation to support how HOPWA Funds were expended which includes, but is not limited to, cancelled checks, paid bills, payrolls, time and attendance records, invoices, schedules containing comparisons, budgeted amounts, actual expenditures, and other documentation as may be required by the City to support the expenditures for the service(s) provided hereunder. Any changes in budget line items, including additions, must be requested in writing and approved by the City's HCD Department Director.

The Administrative Agent, as a sub-recipient, shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, or five (5) State fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow the City or its designee, auditors, or City staff access to such records upon request. The Administrative Agent shall ensure that audit worker papers are made available to the City, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the City.

In addition, if any litigation, claim, negotiation, audit or other action involving the records has been commenced prior to the controlling period, as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Administrative Agent shall retain records for the longer of five (5) years after the expiration of this Agreement or the period required by the General Records Schedules maintained by the Florida Department of State at: [http://dhis.dos.state.fl.us/index\\_recordsmanagers.cfm](http://dhis.dos.state.fl.us/index_recordsmanagers.cfm). Any person duly authorized by the City or HUD shall have full access to and the right to examine any said records during the prescribed time period. The Administrative Agent shall maintain financial records related to Funds paid under this Agreement and shall submit a financial report to the City within sixty (60) days of the date of termination of this Agreement. An independent certified accountant shall audit such reports in accordance with applicable federal regulations and 2 CFR Part 200.

**2.8 Monitoring and Inspections/Access to Records:** In accordance with the requirements set forth in 2 CFR § 200.337, the Administrative Agent shall make all files, records, documents, financial statements, and data related to this Agreement available for review by the City's HCD Department, any auditors, the City's Office of Internal Audit and Evaluation, Comptroller General, Inspector General, HUD and/or any of their authorized representatives, who shall have access to and the right to audit, examine, inspect, make transcripts or excerpts of any of the above said records, documents or papers related to the activity or to meet any HUD requirements during normal business hours and any other reasonable time requested. This right also includes timely and reasonable access to the Agent's personnel for the purpose of interviewing and discussion related to said documents. This same right to review and access will be imposed upon any Project Sponsor and it is the Agent's responsibility to ensure that any contract entered into with a Project Sponsor contain all necessary clauses and language

required by the City and/or HUD to ensure compliance with this Agreement and with all federal, state, and local laws and regulations.

The Administrative Agent shall monitor the progress of the activity covered by this Agreement and shall submit appropriate reports to the City. The City shall monitor the Agent's performance and financial and programmatic compliance. The Agent shall allow on-site monitoring of the facility and its programs on as frequent a basis as the City deems necessary and at any other time that may be required by HUD to determine compliance with HOPWA regulations and this Agreement. The Agent shall also furnish and cause each of the Project Sponsors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD, or any other authorized official or designee for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein. This section shall survive termination of this Agreement.

**2.9 Termination of Assistance:** The Administrative Agent shall comply with 24 CFR § 574.310(e) regarding any termination of assistance.

**2.10 Uniform Administrative Requirements and Cost Principles:** The Administrative Agent shall comply with the Uniform Administrative Requirements set forth in 2 CFR Part 200 and adopted by HUD at 2 CFR Part 2400. Although 2 CFR Part 200 addresses many requirements, some of the items addressed include, but is not limited to, standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, subrecipient (Project Sponsor) monitoring and management, record retention and access, remedies for noncompliance, Federal Funding Accountability and Transparency Act (FFATA), and closeout. The Agent is aware and acknowledges that 2 CFR Part 200 and 2 CFR Part 2400 are recent regulatory changes to the Uniform Administrative Requirements and HUD is in the process of developing guidance on their specific requirements. Although this may change the administrative requirements set forth herein, the Administrative Agent shall comply with whatever guidance required by HUD. The Agent also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, maintain necessary source documentation for all costs incurred, and submit an indirect cost allocation plan in accordance with 2 CFR Part 200, if such plan is required.

**2.11 Non-Discrimination and Equal Opportunity:** The Administrative Agent shall not discriminate against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap or marital status in the performance of this Agreement. The Agent shall comply with the following: a) the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100 et. seq.; b) Executive Order 11063, as amended by E.O. 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p 307) and implementing regulations at 24 CFR Part 107; c) Title VI of the Civil Rights of 1964 (42 U.S.C. 2000d - 2000d-4) and implementing regulations at 24 CFR Part 1; d) the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146; e) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8; f) Title II of the Americans With Disabilities Act (42 U.S.C. 12101), et. seq. and 28 CFR Parts 35

and 36; and g) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

The Administrative Agent and respective Project Sponsors, in accordance with Executive Order 13166, enacted August 11, 2000, shall take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the Project Sponsor and the person with limited English proficiency to facilitate participation in, and meaningful access to, the services contemplated herein. The obligations are further explained on the Office for Civil Rights website at <http://www/hhs/gov/ocr/lep/revisedlep.html>.

The Agent acknowledges that compliance with these regulations constitutes a condition of continued receipt of funding. The Agent shall incorporate nondiscrimination provisions in its agreements with all contractors, subcontractors, Project Sponsors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities to prohibit discrimination against those participants or employees in violation of the regulations. It is expressly understood that, upon receipt of evidence of Agent discrimination, the City of Orlando shall have the right to immediately terminate this Agreement.

**2.12 Restrictions on Lobbying:** The Administrative Agent shall comply with the restrictions on lobbying set forth in 24 CFR Part 87 and shall execute the Certificate Regarding Lobbying, attached hereto as **Exhibit "C"** and incorporated herein by reference.

**2.13 Affirmative Marketing/Fair Housing:** The Administrative Agent shall exercise affirmative fair housing marketing and shall comply with the provisions set forth in 24 CFR Part 5 and 24 CFR § 574.603, the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 24 CFR Part 35 and Part 36, as applicable. The Agent shall adopt procedures to ensure that all persons who qualify for assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA Program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures. The Agent shall also comply with the City's affirmative marketing procedures.

**2.14 Conflict of Interest:** In the procurement of supplies, equipment, construction and services, the Administrative Agent shall comply with the conflict of interest rules in 2 CFR Part 200 and 24 CFR § 574.625. The Agent agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum, these safeguards must ensure that no employee, officer or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR § 200.318, has a financial or other interest in or a tangible personal benefit from a firm

considered for a contract. The officers, employees, and agents of the Agent may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Agent. If the Agent has a parent, affiliate, or subsidiary organization, the Agent must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR Part 200, the Administrative Agent shall comply with the conflict of interest provisions contained in 24 CFR § 574.625. Although this summary does not intend to replace 24 CFR § 574.625, essentially this rule states that no person who exercises or have exercised any functions or responsibilities with respect to activities assisted with HOPWA funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOPWA assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The "persons" covered in 24 CFR § 574.625 include employees, agents, consultants officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of project sponsors that are receiving HOPWA funds. The Agent shall also keep records supporting requests for waivers of conflicts.

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

**2.15 Displacement and Relocation:** The Administrative Agent shall comply and assist the City in complying with the provisions of 24 CFR § 574.630, "Displacement, relocation, and real property acquisition."

**2.16 Flood Insurance Protection:** If the facility providing services under this Agreement or a Project Sponsor's facility providing services under a contract with the Administrative Agent is located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Agent will ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.).

**2.17 Agreement between the City and HUD:** The Administrative Agent agrees that it shall be bound by the terms and conditions contained in the HOPWA grant agreement(s) between the City and HUD under which this Agreement is funded and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions contained in this Agreement or subsequent to the execution of this Agreement by the parties hereto.

**2.18 Confidentiality:** To the fullest extent permitted by law, neither the Administrative Agent nor any contracted Project Sponsor shall use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with all

applicable regulations, except with the written consent of the recipient, his/her attorney, or his/her responsible parent or guardian.

### **2.19 Requirements for Personal Information Protection.**

(a) In accordance with Chapter 501, Florida Statutes, the Administrative Agent shall take, and ensure that Project Sponsors take, reasonable measures to protect and secure data in electronic form containing Client personal information.

(b) Client personal information shall mean an individual's initials, first name or first initial and last name in combination with the following:

(1) A social security number;  
(2) A driver's license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(3) A financial account number or credit or debit card number in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional;

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual;  
or

(6) Any other identifier, as referenced in the Department of Health and Human Services "Safe Harbor Standards."

(c) Personal information shall also include a username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

(d) The Administrative Agent shall take reasonable measures, and shall require that such reasonable measures are taken by Project Sponsors, to protect and secure data in electronic form containing personal information, as more specifically identified in this Section (collectively hereinafter referred to as "Personal Information"), that the Administrative Agent and respective Project Sponsor have been contracted to maintain, store, or process on behalf of the City or Administrative Agent, respectively.

(e) The Administrative Agent shall provide notice to the City, as expeditiously as possible, but no later than ten (10) days following the determination of a breach, or reasonable suspicion of a breach, of any system containing data in electronic form that the Administrative Agent has been contracted to maintain, store or process on behalf of the City. Breach shall mean any unauthorized access of data in electronic form regardless of its source. The Agent shall provide notice to the State in accordance with the statute.

(f) Notice of any such breach to the City shall include the following:

- (1) A synopsis of the events surrounding the breach including the date(s) or date range of the breach of security;
- (2) The number of individuals who were or potentially have been affected by the breach;
- (3) A description of the Personal Information that was accessed or reasonably believed to have been accessed as part of the breach of security;
- (4) The name, address, telephone number, and e-mail address of the employee, agent, contractor, or business associate from whom additional information may be obtained concerning the breach; and
- (5) Any additional information requested by the City.

**2.20 Fees Prohibition:** The Administrative Agent agrees and shall ensure that all contracted Project Sponsors agree that no fee, except rent, will be charged of any eligible person for any housing or services provided with HOPWA Funds.

**2.21 Registration and Accountability:** The Administrative Agent agrees to comply, and ensure a Project Sponsor's compliance, with 2 CFR Parts 25 and 170, and to maintain a current registration in the federal System for Award Management ("SAM") database (<http://www.sam.gov>), formally known as the Central Contractor Registration under 2 CFR § 176.50(c), and provide the City with its SAM registration number and legal name as entered into the SAM. A Unique Entity Identifier is required for registration in SAM. The Agent shall also complete and sign the Federal Funding Accountability and Transparency Act ("FFATA") Affidavit, attached hereto as **Exhibit "D"**, in conjunction with its execution of this Agreement, and provide any supporting documentation if required. The Agent shall also require the Project Sponsor to complete and sign a FFATA Affidavit which shall be attached to its contract with the Project Sponsor.

**2.22 Equal Access:** The Administrative Agent shall require a Project Sponsor's compliance with access requirements set forth in 24 CFR § 5.106 and shall maintain records showing compliance with this provision for a period of five (5) years in accordance with 24 CFR §5.106(d).

**2.23 Housing Counseling:** The Administrative Agent agrees that any housing counseling, as defined in 24 CFR § 5.100, that is funded with or provided in connection with HOPWA funds must be carried out in accordance with 24 CFR § 574.660 and 24 CFR § 5.111.

**2.24 VAWA Protections:** The Administrative Agent shall require a Project Sponsor's compliance with the requirements set forth in the Violence Against Women Act of 2013 as provided in 24 CFR Part 5, Subpart L, and 24 CFR § 574.604.

**2.25 Lease Bifurcation:** The Administrative Agent shall require a Project Sponsor's compliance with the requirements set forth in 24 CFR § 574.460 in the event the Project Sponsor exercises the option to bifurcate a lease as provided in 24 CFR § 5.2009(a).

### **SECTION 3: DEFAULTS AND REMEDIES**

**3.1 Events of Default:** The following shall constitute an Event of Default under this Agreement:

- (a) If the Administrative Agent fails to provide service(s) in accordance with the terms and conditions of this Agreement;
- (b) If the Administrative Agent fails to comply with any regulations governing HOPWA awards including, but not limited to, 24 CFR Part 574, or fails to comply with any of the terms contained in this Agreement or documents executed in connection therewith;
- (c) If at any time any material representation made by the Administrative Agent, in any certification or communication submitted by the Administrative Agent to the City, in an effort to induce the making of this grant or the administration thereof, is determined by the City to be intentionally false, misleading, or incorrect in any material manner;
- (d) If the Administrative Agent does not disclose to the City, upon demand, the names unique identifier of all persons with whom the Administrative Agent has provided services to or intends to provide services to, including contracts for services and/or labor;
- (e) If any other default occurs under any of the grant documents executed by the Administrative Agent in connection with this grant by the City (herein the "Grant Documents") which is not elsewhere specifically addressed herein, and such default is not cured within the applicable cure period set forth in the Grant Documents, or if there is no cure period set forth, then within fifteen (15) days following the date of notice to the City thereof; and
- (f) Notwithstanding any of the forgoing provisions to the contrary, if the Administrative Agent has failed to cure any default within (5) days prior to the expiration of any applicable cure period, the City may, at its sole option, cure such default, provided, however, that the City shall be under no duty or obligation to do so.

**3.2 Remedies for Non-compliance:** If the Administrative Agent fails to comply with Federal statutes, regulations, or the terms and conditions of this Agreement, the City may impose additional conditions as described in 2 CFR § 200.208. If the City determines that noncompliance cannot be remedied by imposing additional conditions, the City may take one or more of the following actions including, but not limited to:

- (a) Temporarily withhold payment pending correction of the deficiency or more severe enforcement action by the City;
- (b) Disallow both use of Funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;



- (c) Wholly or partly suspend or terminate the award;
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and applicable regulations or recommend such proceedings be initiated by HUD;
- (e) Withhold further federal awards for the project or program; and
- (f) Take other remedies that may be legally available including, but not limited to, litigation, declaratory judgment, specific performance, damages, injunctions, termination of the Agreement, or any other available remedies.

**3.3 Suspension and Termination:** The Administrative Agent and the City will comply with the noncompliance and termination provisions in 2 CFR Part 200. In addition to the remedies for non-compliance in 2 CFR § 200.339, in accordance with 2 CFR §§ 200.339 and 340, the City may suspend or terminate this Agreement in whole or in part. The City can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement under statutory law, equity or under common law. If the City terminates this Agreement, the Administrative Agent shall also forfeit to the City all unexpended monies awarded under the Agreement. The Administrative Agent may also be required to refund all HOPWA funds awarded by the City.

In accordance with 2 CFR § 200.340, the City can terminate the Agreement with the consent of the Administrative Agent in which case the Administrative Agent and the City must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR § 200.340(a)(4), the Agreement may also be terminated by the Administrative Agent or the City with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the City determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

Notwithstanding the foregoing, if the City determines it is in its best interest to terminate the Agreement, the City may terminate for its convenience in its sole and absolute discretion upon providing the Agent with thirty (30) days written notice of termination.

If this award is terminated or partially terminated, the Administrative Agent remains responsible for compliance with the closeout requirements in 2 CFR § 200.344 and post-closeout requirements set forth in 2 CFR § 200.345.

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

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

#### **SECTION 4: INDEMNIFICATION AND INSURANCE**

**4.1 Liability:** The County assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the County and its officials and employees while acting within the scope and course of their employment, or arising out of or resulting from this Agreement. The City assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the City and its officers, employees, and servants thereof, while acting within the scope and course of their employment, or arising out of or resulting from this Agreement. The City and County further agree that nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. Furthermore, the Parties agree that nothing in this Agreement shall be construed or interpreted (1) to deny either Party any remedy or defense available to the Party under the laws of the State of Florida, and (2) as comprising the consent of the State of Florida or its agents and agencies to be sued.

**4.2 Insurance:** Without waiving its right to sovereign immunity, as provided in Section 768.28, Florida Statutes, the Administrative Agent is self-insured for General Liability and Automobile Liability with coverage limits of \$200,000 per person, \$300,000 per occurrence.

The Administrative Agent agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability, in accordance with Chapter 440, Florida Statutes. The employers' liability coverage limits shall be \$200,000 per person, \$300,000 per occurrence.

The Administrative Agent shall provide Certificate(s) of Insurance Within ten (10) days of the Effective Date of this Agreement, and shall notify the City within thirty (30) days of receiving notice of cancellation, changes, or material alternations in the coverages.

The City's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the Administrative Agent of its liability and obligations under this Agreement.

The Administrative Agent shall require all Project Sponsors performing work under this Agreement to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies.

#### **SECTION 5: MISCELLANEOUS PROVISIONS**

**5.1 Entire Agreement:** This Agreement contains the entire agreement between the parties. This Agreement may only be modified in writing, signed by both of the parties hereto.

**5.2 Severability:** It is agreed by and between the parties that if any covenant, condition, or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, condition or provisions herein contained.

**5.3 Effective Date:** This Agreement shall be effective as of October 1, 2023 (herein the "Effective Date") and the Administrative Agent may begin providing services set forth in the Budget on such date.

**5.4 Assignment/successors and assigns:** The Administrative Agent shall not assign, subcontract, or transfer any interest in this Agreement without the prior written consent of the City. Any successors and assigns shall also be obligated to comply with the terms of this Agreement.

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

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

**Administrative Agent:** Health Services Department  
Orange County  
John Goodrich, Assistant Director  
2002-A East Michigan Street  
Orlando, Florida 32806

**5.6 Compliance With All Laws:** Notwithstanding anything herein to the contrary, the Administrative Agent shall manage and administer the HOPWA Funds consistent with and in compliance with all applicable federal, state, and local laws and regulations, and as set forth in **Exhibit "D."**

**5.7 Subaward/Sub-recipient Federal Award Agreement Checklist:** In accordance with 2 CFR § 200.332 ("Requirements for Pass-Through Entities"), the City and Agent shall be responsible for completing the Subaward/Sub-recipient Federal Award Checklist ("Checklist"), a copy of which is attached hereto and incorporated by this reference as **Exhibit "D."** The Agent shall be responsible for completing the Checklist for each Project Sponsor, a copy of which will be attached as an exhibit to each contract.

**5.8 Post-closeout Adjustments and Continuing Responsibilities.** The closeout of the federal award issued to the Administrative Agent under this Agreement shall not affect the authority of the City to recover Funds from the Administrative Agent, as more

specifically described in 2 CFR § 200.345 (“Post close-out Adjustments and Continuing Responsibilities”). In the event of any conflict between the provisions of this Agreement and the Federal Code or the Federal Code section herein referenced, the Federal Code shall take precedence.

**5.9 Supplies and Services.** The Administrative Agent shall use its best efforts to obtain all supplies and services for use in the performance of this Agreement at the lowest practicable cost.

**5.10 No Partnership or Agency.** All Administrative Agent personnel shall be considered to be, at all times, the sole employees of the County under its sole discretion, and not employees or agents of the City. Nothing in this Agreement is intended to, or shall be construed in any manner so as to create to establish the relationship of principal/agent, employer/employee, or joint venture partnership between the City and Administrative Agent.

**5.11 Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA  
By: Orange County Board of County Commissioners

By: *Jerry L. Demings*  
for Jerry L. Demings, Orange County Mayor

Date: 11 August 2023

ATTEST: Phil Diamond, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Craig Stopyna*  
for Deputy Clerk

Date: August 11, 2023

**CITY OF ORLANDO**

ATTEST:

*SMH*

\_\_\_\_\_  
City of Orlando Clerk

By:

*[Signature]*

\_\_\_\_\_  
Mayor/Mayor Pro Tem

Date:

*August 14, 2023*

**APPROVED AS TO FORM AND LEGALITY**

for the use and reliance of the  
City of Orlando, Florida, only.

*August 14*, 2023

*[Signature]*

\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida

Exhibit "A"

<b>Type of Service</b>	<b>Funded Amount</b>
Facility Based Housing Operating Costs	\$1,106,074
Housing Information Systems	\$25,000
Permanent Housing Placement (PHP)	\$369,618
Short-Term Rent, Mortgage and Utility Assistance (STRMU)	\$1,435,444
Supportive Housing Services	\$178,711
Supportive Services – Case Management	\$1,011,343
Tenant Based Rental Assistance (TBRA)	\$2,252,205
Program Administration	\$166,342
<b>TOTAL AWARD.....</b>	<b>\$5,544,737</b>



**Exhibit "B"**

**Expenditure Report and Reimbursement Request**

Agency Name: Orange County Health Services Department  
 Address: 2002 A E. Michigan Street, Orlando, Florida 32806  
 HOPWA Program

Invoice Number: \_\_\_\_\_  
 \_\_\_\_\_

October 1, 2023 through September 30, 2026

Period covered by this report: October 1, 2023 - September 30, 2024

Type of Service	Budget			Expenses		Balance
	Original Contract Amount	Amendment +/-	Current Contract Amount	This Report	YTD	Unexpended YTD
Facility Based Operating Costs	\$ 1,106,074.00		\$ 1,106,074.00		\$ -	\$ 1,106,074.00
Housing Information Systems	25,000.00		25,000.00		-	25,000.00
Permanent Housing Placement (PHP)	369,618.00		369,618.00		-	369,618.00
Short-Term Rent, Mortgage and Utility Assistance (STRMU)	1,435,444.00		1,435,444.00		-	1,435,444.00
Supportive Housing Services	178,711.00		178,711.00		-	178,711.00
Supportive Services - Case Management	1,011,343.00		1,011,343.00		-	1,011,343.00
Tenant Based Rental Assistance (TBRA)	2,252,205.00		2,252,205.00		-	2,252,205.00
Program Administration	166,342.00		166,342.00		-	166,342.00
<b>Totals</b>	<b>\$ 5,544,737.00</b>	<b>\$ -</b>	<b>\$ 5,544,737.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,544,737.00</b>

**Total Requested This Period** \$ -

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

23

Preparer Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_





BCC Mtg. Date: August 8, 2023

**EXHIBIT "D"**

**AFFIDAVIT**

**Federal Funding Accountability and Transparency Act (FFATA)**

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

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e., prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on [www.USASpending.gov](http://www.USASpending.gov) associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants. Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

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

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

I read and understand the information provided above.

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

*(please check one of the following)*

I attest that Orange County Board of County Commissioners (Agent name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity if the entity.

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

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

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

Byron W. Brooks  
Signature of President/Executive Director/Board Chair/Authorized Representative

Byron W. Brooks  
Printed Name of President/Executive Director/Board Chair/Authorized Representative



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Affidavit was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 11 day of August, 2023 by Byron Brooks on behalf of the Health Services Department of Orange County, Florida, and is personally known to me or has produced \_\_\_\_\_ as identification.

Arlene Karen Thomas  
Notary Public  
My Commission Expires:



ARLENE KAREN THOMAS  
Commission # HH 070139  
Expires December 30, 2024  
Bonded Thru Budget Notary Services

**Exhibit “E”**

**REQUIRED SUBRECIPIENT INFORMATION**

1. Subrecipient name (which must match the name associated with its unique entity identifier): **Orange County, Florida**
2. Subrecipient’s unique entity identifier: \_\_\_\_\_
3. Federal Award Identification Number (FAIN): \_\_\_\_\_
4. Federal Award Date (see definition of Federal award in 2 CFR § 200.1) of award to the recipient by the Federal agency: \_\_\_\_\_
5. Subaward Period of Performance Start Date and End Date: 10/01/2023 to 9/30/2024
6. Subaward Budget Period Start and End Date: 10/01/2023 to 9/30/2024
7. Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient: **\$5,544,737.00**
8. Total Amount of Federal Funds obligated to Subrecipient by the pass-through entity including the current obligation: \$ \_\_\_\_\_
9. Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: **\$5,544,737.00**
10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):  
HOPWA  
\_\_\_\_\_  
\_\_\_\_\_.
11. Name of Federal awarding agency, pass-through entity, and contact information for awarding  
Official of the Pass-through entity: U.S. Department of Housing and Urban Development; City of Orlando Housing and Community Development Department; Fiscal Manager; 400 S. Orange Ave, 7<sup>th</sup> Floor, Orlando, FL, 32801; 407-246-3349
12. Assistance Listings Number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement:  
14.241, Housing Opportunities For Persons With AIDS

13. Identification of whether the award is R&D: No
14. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs): N/A

N:\EXECUTIVE\161\VCW\VCW\Housing\HOPWA\Orange County Agent Agreement\City of Orlando - HOPWA Grant Program 2023 7-5-23.docx