

**CDBG
LEGAL SERVICES PROGRAM AGREEMENT**

THIS AGREEMENT is made and entered this ___ day of _____, 20 __, by and between **CITY OF PENSACOLA**, a political subdivision of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 W. Main Street, Pensacola, Florida 32502, and the **LEGAL SERVICES OF NORTH FLORIDA, INC.**, a not for profit corporation organized under the laws of the State of Florida (hereinafter referred to as the "Recipient"), with a principal address of 2119 Delta Boulevard, Tallahassee, Florida 32303, and a local address of 1741 North Palafox Street, Pensacola, Florida 32501.

WITNESSETH:

WHEREAS, the City has been awarded a Community Development Block Grant (CDBG CFDA #14.218), which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the City; and

WHEREAS, said grant provides that the City may contract with non-profit community groups to administer and implement the project set forth therein; and

WHEREAS, it is in the best interest of the City to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant for the purpose of administering legal services to income eligible citizens, hereinafter referred to as the "Project"; and

WHEREAS, the City hereby engages the services of the Recipient to manage the Project within the service area defined herein.

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

ARTICLE I
Supervision

1. The Recipient agrees to perform the Project under the general coordination of the City of Pensacola Housing Department. For contract coordination purposes the designated contract manager is Marcie Whitaker, Housing Director, P.O. Box 12910 Pensacola, Florida 32502, (850) 858-0323, or mwhitaker@cityofpensacola.com.

ARTICLE II
Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of Attachment I to provide legal services to low and moderate income citizens as well as community educational outreach. Services to be provided are not duplicating existing projects or funding already held by Recipient. Clients to be served under this Project would not receive

assistance but for this Project. The Project is approved in the 2021 CDBG Annual Action Plan, as approved by the City Council on July 15, 2021.

ARTICLE III
Funding

3. The City agrees to pay an amount not to exceed **\$20,000** solely from available Community Development Block Grant (CDBG) funds to be used for (1) legal services and counseling for income eligible clients in the City of Pensacola, including but not limited to legal representation of tenants facing eviction, legal counseling, landlord/tenant matters, foreclosure mitigation and prevention, bankruptcy filings, title clearing, probate, tax disputes, elder law issues, and family law issues, and (2) educational presentation(s) to the community at community outreach events. Services are to be provided to low/moderate income clients in the City of Pensacola.

3.1 The City shall pay this amount over the term of the Agreement to the Recipient for services rendered herein.

3.2 The method of payment shall be according to the Payment Schedule as described in Attachment I of this Agreement.

ARTICLE IV
Reporting

4. The Recipient shall provide the City with a monthly report of all Project activities, including a narrative summary and a financial statement as described in Attachment II of this Agreement.

4.1 The Recipient shall use the report form that has been approved by the City as described in Attachment II of this Agreement. Alternate reporting forms may be accepted to the extent the required data is clearly detailed.

4.2 The report shall be due monthly and shall continue until all information concerning the Project has been received by the City or its designated Agent. This report is due on the 30th day of each subsequent month.

4.3 Annual report shall cover the City's fiscal year and will provide data of clients served October 1 through September 30.

4.4 The Recipient shall provide the City or its designated Agent with additional information as needed.

ARTICLE V
Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the City or its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless the City, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability, and expenses in connection with the loss of life, bodily or personal injury, property

damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this Agreement. The Recipient's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

ARTICLE VI

Contract Term and Termination

6. This Agreement shall be effective for the term beginning **December 16, 2022**, and shall expire on **December 31, 2023**, unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice of such termination.

6.1 Notwithstanding anything herein to the contrary, if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the City, the City may immediately terminate this Agreement and shall reimburse payments that were expended through the effective date of termination. Said termination shall be in accordance with provisions of 2 C.F.R. §§ 200.339-340, as applicable.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial, and other records and accounts as are necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the City, the United States Department of Housing and Urban Development, or their representatives, or the Recipient shall transfer these records and accounts to the custody of the City.

ARTICLE VIII

Nepotism

8. The Recipient agrees to abide by the provisions of §112.3135, Florida Statutes, pertaining to nepotism in the performance of this Agreement, which statute is hereby referred to and incorporated by reference herein.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this Project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall include, but not be limited to, the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Housing and Urban Development Act of 1968

Section Three Clause

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in Attachment III of this Agreement.

ARTICLE XI

Equal Employment Opportunity

11. The Recipient agrees to abide by Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in Attachment III of this Agreement.

ARTICLE XII

Program Income

12. No program income is anticipated to result from the activities encompassed in the Project, however, in the event that generation of program income should occur at any time during the effective term of this Agreement, the provisions set forth at 24 C.F.R. §570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the City.

ARTICLE XIII

Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 C.F.R. §570.502 and shall comply with the requirements of 24 C.F.R. Part 200. Copies of pertinent provisions of 24 C.F.R. Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Attachment III.

ARTICLE XIV
Other Federally Related Requirements

14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in 24 C.F.R. §§570.600-.614 et seq., with the following exceptions:

- i) The Recipient does not assume the City's environmental responsibilities described at 24 C.F.R. §570.604; and
- ii) The Recipient does not assume the City's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

14.1 Pertinent provisions of 24 C.F.R. §§570.600-.614 et seq., have been provided to the Recipient as noted in Attachment III of this Agreement.

ARTICLE XV
Reversion of Assets

15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the City any residual CDBG funds and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000 must be:

- (i) Used to meet one of the national objectives in 24 C.F.R. §570.208 until five years after the expiration of the Agreement, or for such longer period of time as determined to be appropriate by the City; or
- (ii) Disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

ARTICLE XVI
Procurement

16. The Recipient shall be required to adhere to the procurement standards provided at 2 C.F.R. Part 200, as applicable, or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of 2 C.F.R. Part 200. This shall apply to the purchase of materials, supplies, and equipment. The full text of 2 C.F.R. Part 200 has been provided to the recipient as noted in Attachment III of this Agreement.

ARTICLE XVII
General Provisions

17. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement and agrees that the contents of Attachment I – III, and regulatory requirements

cited therein, are part and parcel of this Agreement and hold the same legal authority as the Agreement.

17.1 Further, the Recipient agrees to the following terms:

- i) To consent to such audits by United States Department of Housing and Urban Development, the City designated independent auditing firm(s) as may be required in relation to this Agreement.
- ii) To produce all documents required upon request by the City, the United States Department of Housing and Urban Development or their authorized representatives; and
- iii) To provide the City (through its designated Agent) with the annual audit of the Project as carried out for the City of Pensacola Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 2 C.F.R. Part 200, as applicable.

ARTICLE XVIII Understanding of Terms

18.1 This Agreement represents the entire and integrated agreement between the City and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Recipient and City or in accordance with the provisions contained in this document.

18.2 This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

18.3 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18.4 The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

18.5 All notices under this Agreement shall be in writing and shall be sent by registered mail to the parties identified in this Agreement.

18.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this

Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ARTICLE XIX
Use of E-Verify System

19. In compliance with the provisions of §448.095, Florida Statutes, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

ARTICLE XX
Public Records

20. Recipient shall comply with Chapter 119, Florida Statutes. Specifically, Recipient shall:

(i.) Keep and maintain public records required by the City to perform the service.

(ii.) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(iii.) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Recipient does not transfer the records to the City.

(iv.) Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Recipient or keep and maintain public records required by the City to perform the service. If Recipient transfers all public records to City upon completion of the Agreement, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of the Agreement, Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(v.) Failure by Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS COORDINATOR AT: THE OFFICE OF THE CITY CLERK (850) 435-1715

PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET,
PENSACOLA, FL 32502.

[SIGNATURE PAGE TO FOLLOW]
Remaining Page Intentionally left blank

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written:

RECIPIENT
Legal Services of North Florida, Inc.,
a Florida non-profit corporation

CITY OF PENSACOLA

By: _____
Leslie N. Powell-Boudreaux,
Executive Director

By: _____
D.C. Reeves, Mayor

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

Attest: _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

ATTACHMENT I

I. SCOPE OF SERVICES

The Recipient will implement the CDBG Legal Services Program. The City will provide **\$20,000** in CDBG funds for the Project. The CDBG funds must be directly spent on operational expenses and Project activities. The Recipient will also be required, at a minimum, to provide monthly reports to the City of clients served categorized by income, race, gender, physical address, and type of service provided (applicants and resolved cases).

II. RECIPIENT INFORMATION

Legal Services of North Florida, Inc.
Pensacola Branch
1741 N. Palafox Street
Pensacola, FL 32501
Phone: 850-432-8222
Attn: Leslie Powell-Boudreaux

III. REPORTING REQUIREMENTS

- A. A report is due each month during the term of this Agreement and shall continue until all information concerning the Project has been received by the City or designated Agent.
- B. The monthly report shall contain a narrative on the progress of the Project and financial statement on expenditures during the reporting period.
- C. Invoices detailing attorney time spent on the Project must be attached to the monthly report in order for the City to reimburse the agency for eligible Project costs.
- D. The monthly report/invoice is due by the 30th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.
- E. Monthly reports not submitted shall give cause for further payment to the Recipient being withheld.
- F. A year end summary report of all clients assisted under this grant with race, income, and gender demographics together with a narrative summary of accomplishments shall be provided. The year-end summary is due by the second Friday in November to the City contract manager for annual reporting to HUD. The reporting period covers clients assisted annually from October 1 through September 30.

IV. BUDGET INFORMATION

The Recipient shall have a budget of **\$20,000.00** to cover the term of December 16, 2022 – December 31, 2023. Per hour attorney billing of \$125.80/hr. and paralegal rate of \$35.42/hr. includes title searches for clients, costs of publication, court reporters, process servers, credit reports, printing, postage, and other operating costs associated with implementation of this activity.

V. AUDIT REQUIREMENTS

The Recipient shall provide the City with an audit report showing the financial affairs of the Recipient during the term of this Agreement.

VI. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Invoices must be submitted to document attorney hours as well as any associated expenditures. Any item not included in the budget will be an ineligible expenditure and will not be reimbursed.

VII. PROJECT DELIVERABLES

A. **LEGAL SERVICES:** Legal representation for a minimum of **10** low/moderate income clients within the City of Pensacola limits for the purpose of providing legal service and/or counseling. Services may include but not limited to legal representation of tenants facing eviction, legal counseling, landlord/tenant matters, foreclosure mitigation and prevention, bankruptcy filings, title clearing, probate, tax disputes, elder law issues, and family law issues.

Monthly reports will document the number of applicants by income (30% area median income, 50% area median income, or 80% area median income as shown below), race (HOH only), gender (HOH only), and physical address, and the number of resolved cases by income, race, gender, and program participant's physical address.

Program participants' physical address must be located within the City of Pensacola's geographic boundary which predominantly includes the following Census Tracts/Block Groups: 1-1, 1-2, 3-1, 3-2, 4-1, 4-2, 4-3, 5-1, 5-2, 6-1, 8-1, 8-2, 8-3, 8-4, 8-5, 9-1, 9-2, 9-3, 10.1-1, 10.1-2, 10.1-3, 10.1-4, 10.1-5, 10.2-1, 11.1-1, 11.1-2, 11.1-3, 11.1-4, 11.3-1, 11.3-2, 11.4-1, 11.4-2, 11.4-3, 11.4-4, 12.1-1, 12.1-2, 12.1-3, 12.1-5, 12.2-1, 12.2-2, 13-1, 13-2, 13-3, 14.1-2, 15-1, 15-2, 16-1, 18-1, 19-1, 35.5-1, and 35.6-2.

Collection of a physical address is to confirm that Recipient is serving clients residing within the Pensacola city limits. The activity location of clients shall be confirmed at the time of initial application. For monthly reporting purposes, Recipient should provide address verified through initial client eligibility screening.

Income limits as released annually by HUD are provided below and may be updated without formal contract amendment with written notification from the City contract manager.

**2022 INCOME GUIDELINES
(CDBG Effective Date: June 15, 2022)**

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% OF MEDIAN	80% OF MEDIAN
1	\$16,250	\$27,100	\$43,300
2	18,600	30,950	49,500
3	20,900	34,800	55,700
4	23,200	38,650	61,850
5	25,100	41,750	66,800
6	26,950	44,850	71,750
7	28,800	47,950	76,700
8	30,650	51,050	81,650

It is understood that not all referrals will be able to be assisted through this program due to the complexity of some cases. Recipient should screen cases accordingly and agrees not to bill City for these cases. It is also understood that information is protected by attorney-client privilege, so CDBG required reporting information may be provided by alias or other non-individualized means.

- B. EDUCATIONAL COMPONENT: Provide ONE community outreach clinic to provide information to residents regarding landlord/tenant issues, estate planning/probate, or other legal topic of importance to citizens.

Recipient will provide sign-in sheets for workshops, flyers/advertisements regarding events, and copies of educational materials developed. Recipient will work in advance with City staff in promotion of the clinic. Recipient may bill grant for time spent on clinic at the hourly rates noted in Section IV above.

VIII. PROJECT EVALUATION, MONITORING AND REVIEW

The City reserves the right to evaluate and review this Agreement and its effectiveness. If found not to be effective, the Agreement may be amended or terminated, according to Article VI; Sub-section 6.1.

ATTACHMENT II

I. MONTHLY STATUS REPORT

REPORT # _____

TO: CITY OF PENSACOLA HOUSING DEPARTMENT

FROM: LEGAL SERVICES OF NORTH FLORIDA

PROJECT: CDBG Legal Services CONTRACT # B-21-MC-12-0016

REPORT PERIOD _____ TO _____

DATE SUBMITTED _____

PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

ATTACHMENT II

II. FINANCIAL REPORT

CONTRACT AMOUNT
\$ 20,000.00

Expenditures: Month of _____, 20 ____

ITEM COST

Total expenditures this period \$ _____

Remaining contract amount \$ _____

Balance end of this reporting period \$ _____

Comments _____

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

Authorized Signature

Date

Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

ATTACHMENT III

Conditions & Certifications Required by HUD for Contracts Funded by CDBG

All activities under this Agreement must be carried out in compliance with the following federal laws and regulations to the extent each is applicable to this specific agreement. These laws and regulations and the descriptions herein are not intended to be complete. This is not an all-inclusive list of requirements.

- Program Income 24 C.F.R. §570.503(b)3 and 24 C.F.R. §504
The receipt and expenditure of gross income directly generated from use of Community Development Block Grant (CDBG) funds shall be recorded as part of the financial transactions of the grant program. Program income received before grant closeout may be retained if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.
- Conditions for Religious Organizations 24 C.F.R. §570.200(j)
In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities. CDBG funds may be contracted to a primarily religious entity for eligible public services where the entity hereby agrees to the following:
 - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 - It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
- Reversion of Assets 24 C.F.R. §570.503(b)8
Upon the discontinuation of funding this program with CDBG, the Recipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Recipient's control that was acquired or improved, in whole or in part, in excess of Twenty-Five Thousand Dollars (\$25,000) shall either: (1) be used to meet one of the CDBG national objectives until five (5) years after the expiration of the Agreement or for such longer period of time as determined; (2) disposed of in such a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.
- The conflict of interest provisions of the Community Development Block Grant (CDBG) Regulations (24 C.F.R. §570.611) reads in substance as follows:
 - No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG funds and (2) who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted under this Part 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 in the proceeds thereunder, either for

themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

- Conflict of interest provisions found in 24 C.F.R. §84.42, 24 C.F.R. §85.36, 24 C.F.R. §570.611 and additionally:

No member, officer, or employee of the grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

- Public Law 88-352 referring to Title VI of the Civil Rights Act of 1964 and implementing regulations issued in 24 C.F.R. Part 1, as related to non-discrimination in federally-assisted programs.
- Public Law 90-284 referring to the Fair Housing Act (42 U.S.C. §§3601 et seq.), as amended, and implementing regulations.
- Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations. Prohibits discrimination in the sale, leasing, rental, use or occupancy, or disposition of residential property assisted with federal funds.
- Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 C.F.R. §570.602). Prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with CDBG funds. Also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974.
- Equal Employment Opportunity—All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 24 C.F.R. §570.614 requires compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157) and with the Americans with Disabilities Act (42 U.S.C. §12131; 47 U.S.C. §155, 201, 218, and 225).
- The lead based paint requirements of 24 C.F.R. Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act. Prohibits the use of lead based paints and requires notification, elimination, abatement and tenant protection.
- CDBG funds may not be used directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status under provisions of 2 C.F.R. §2424.
- The Agency shall comply with the policies, guidelines and requirements of 2 C.F.R. §200. Title 2, Part 200 of the Code of Federal Regulations consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars

- A-87
- A-110
- A-122
- A-133
- Section 3
 - The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended:
 - The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. §1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area (particularly those who are recipients of government assistance for housing), and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - The parties to this contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - The contractor will include the Section 3 clause set forth in 24 C.F.R. §135.38 in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations (24 C.F.R. §570.607).
 - Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.
- Lobbying: The Agency Certifies the Following Under Section 1352, Title 31, U.S. Code:
 - No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the contractor shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.
- Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C. §276c)—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- Davis-Bacon Act, as amended (40 U.S.C. §276a to a-7)—As required by 24 C.F.R. §570.603, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.
- Contract Work Hours and Safety Standards Act (40 U.S.C. §327 through 333)—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract

Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.
- Clean Air Act (42 U.S.C. §§7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- Byrd Anti-Lobbying Amendment (31 U.S.C. §1352)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- Drug-Free Workplace Act of 1998 (41 U.S.C. §701 et seq.) – The Agency shall not receive a federal grant unless it agrees to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken against employees for violations or the prohibition and establishing a drug-free awareness program for employees.
- Resource Conservation and Recovery Act (42 U.S.C. §6962); 24 C.F.R. §84.16 – Non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- Financial management systems: Agency’s financial management systems must comply with the standards set forth in 24 C.F.R. §84.21.

- Use of real property (24 C.F.R. §570.505) – The Agency may not change the use or planned use of any real property acquired or improved with CDBG funds for a period of at least five years. Any change of use of real property requires consultation with the City and may involve reimbursing the City for any funds expended for the acquisition or improvement.
- Disposition of equipment (24 C.F.R. §570.502(b)(3)(iv)) – Proceeds of the sale of equipment originally acquired with CDBG funds shall be counted as program income. If such equipment is not sold and is no longer needed by the Agency for CDBG-funded activities, the agency may retain the equipment after compensating the City.
- Procurement and Competitive Processes (24 C.F.R. §84.43-48) – All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.
- Records retention requirements (24 C.F.R. §570.502(b)(3)(ix)) - Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of five years from the date of submission of the City's annual performance and evaluation report to US HUD (24 C.F.R. §91.520).

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

LEGAL SERVICES OF NORTH FLORIDA, INC. will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS

Agency: **LEGAL SERVICES OF NORTH FLORIDA, INC.** Date: _____

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM-CV

Grant Number: B-21-MC-12-0016

LEGAL SERVICES OF NORTH FLORIDA, INC. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS 1741 NORTH PALAFOX ST
Pensacola, FL 32501

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED: _____
Certifying Officer

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____ Date: _____
Certifying Official

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Project Name: CDBG Legal Services

Name: _____

Title: _____

Firm/Agency: Legal Services of North Florida, Inc.

CERTIFICATION OF RECEIPT

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REGULATIONS CODIFIED AT 24 C.F.R. PART 570 & 2 C.F.R. PART 200**

I/We hereby certify and affirm that the City of Pensacola has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 C.F.R. Part 570 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl) as promulgated by the U. S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit Organizations) and 2 C.F.R. Part 200 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

I/We have reviewed the Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting City of Pensacola’s CDBG Program representative. If the issue or question cannot be resolved by the City’s CDBG Representative, the issue will be submitted to the U. S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the City’s CDBG Program Representative by this agency.

LEGAL SERVICES OF NORTH FLORIDA, INC.

By: _____

Date: _____