

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: December 20, 2021

**RE: Home Purchase and Mortgage Assistance Agreement
with Housing and Neighborhood Development Services
of Central Florida**

Attached hereto for your consideration is a proposed agreement between the City and Housing and Neighborhood Development Services of Central Florida (HANDS) for home purchase assistance provided to eligible homebuyers through the HOME Investment Partnership Program (HOME), State Housing Initiatives Program (SHIP) and the Lakeland Community Redevelopment Agency (LCRA), as well as mortgage assistance through the Federal CARES Act (CDBG-CV).

On June 28, 2021, the City of Lakeland issued an RFP for administration of the City of Lakeland's down payment and mortgage assistance programs, and Keystone Challenge Fund, Inc. (Keystone) was selected for a contract term that was to run through September 30, 2024. On July 27, 2021, before a new contract had been signed, Keystone submitted a letter to the City of Lakeland stating that they would be closing their office as of December 31, 2021. With an existing contract with Keystone set to expire on September 30, 2021, the City entered into a short-term contract with Keystone for the continuation of services from October 1, 2021 through December 31, 2021. An RFP was then re-issued to secure a new vendor to take over administration of the programs beginning January 1, 2022 and running through September 30, 2024.

Two applicants, Solita's House, Inc. and HANDS, submitted proposals. On December 7, 2021, the selection committee reviewed the applications and recommended that HANDS be awarded the contract for administration of the Home Purchase and Mortgage Assistance Programs.

Under the attached Agreement, HANDS will assist with the administration of these programs by providing homebuyer education, pre-ownership counseling, credit counseling, client contract and loan application processing, income certification, and loan underwriting. HANDS will be paid \$2,000.00 for each transaction successfully closed. The initial term of the Agreement is through September 30, 2024, to coincide with the federal programs' fiscal year, but may be renewed under the same terms and conditions for up to three additional one-year terms upon mutual written consent of the parties. Under the Agreement, HANDS will also assist with administration of COVID-19 relief through Federal CARES Act CDBG-CV funding. Services will include forbearance counseling and mortgage assistance. HANDS will be eligible for payment of 5% of the

award amount for administrative costs and an additional 5% of the award amount for program delivery costs for all eligible COVID-19 related relief activities.

It is recommended that the City Commission approve the attached Agreement with Housing and Neighborhood Development Services of Central Florida and that the appropriate City officials be authorized to execute the Agreement.

Attachment

**HOME PURCHASE AND MORTGAGE ASSISTANCE AGREEMENT FOR
HOUSING AND NEIGHBORHOOD DEVELOPMENT SERVICES OF CENTRAL FLORIDA**

This Agreement (the "Agreement") is made and entered into this ____ day of _____, _____ by and between the City of Lakeland, a Florida municipal corporation located at 228 South Massachusetts Avenue, Lakeland, Florida 33801 (hereinafter "City") and Housing and Neighborhood Development Services of Central Florida, a nonprofit Florida corporation located at 2019 East Edgewood Drive, Suite 104, Lakeland, Florida 33803 (hereinafter "Contractor").

WITNESSETH:

Whereas, the City is a Participating Jurisdiction (PJ) of the HOME Investment Partnership Program (HOME) authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended and promulgated in 24 CFR Part 92; State Housing Initiative Partnership Program (SHIP) authorized Florida Administrative Code, SHIP Program Rule 67-37, SHIP statute 420.907-9079 and Lakeland Community Redevelopment Agency, Part III of Chapter 163, Florida Statutes.

Whereas, the City is a participating jurisdiction in the Federal Coronavirus Aid, Relief, and Economic Security Acts (Pub. L. 116-136 (CARES Act) and CDBG-CV grant funding pursuant to section 106 of the Housing and Community Development Act of 1974 and regulations at: 24 CFR part 570 subpart I (states); 24 CFR part 570 subparts A,C,D,E,F,J,K and O for CDBG.

Whereas, the City, through adoption of its Five-Year Consolidated Plan and One Year Action Plan, has chosen to provide home purchase assistance and COVID-19 relief activities; and

Whereas, the City, by virtue of Request for Proposal (RFP) dated October 18, 2021, solicited proposals from qualified nonprofit organizations with the capacity to provide the services outlined in this Agreement; and

Whereas, the Contractor was determined to be the most responsive responsible respondent to said RFP, and the City desires to engage the Contractor to render said services; and

Now therefore, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS

The following terms shall have the meanings set forth below when used in this Agreement, unless the context indicates otherwise:

Extremely Low-Income Eligible Person or Household

One or more natural persons or a family that has a total annual gross household income that does not exceed 30 percent of the median annual income, adjusted for family size, for households within the metropolitan statistical area, the county, or the non-metropolitan median for the state, whichever is greatest.

Very Low-Income Eligible Person or Household

One or more natural persons or a family that has a total annual gross household income that does not exceed 50 percent of the median annual income, adjusted for family size, for households within the metropolitan statistical area, the county, or the non-metropolitan median for the state, whichever is greatest.

Low Income Eligible Person or Household

One or more natural persons or a family that has a total annual gross household income that does not exceed 60 percent of the median annual income, adjusted for family size, for households within the metropolitan statistical area, the county, or the non-metropolitan median for the state, whichever is greatest.

Moderate Income Eligible Person or Household

One or more natural persons or a family that has a total annual gross household income that does not exceed 80 percent of the median annual income, adjusted for family size, for households within the metropolitan statistical area, the county, or the non-metropolitan median for the state, whichever is greatest.

USE OF FUNDS

Program Objectives

The purpose of this Agreement is to:

1. Provide eligible clients COVID-19 relief activities including forbearance counseling and mortgage assistance if they had a loss of income due to COVID-19. Assistance may be provided for extremely low, very low, and low-income households. The maximum budget per household shall not exceed six months of assistance.
2. Provide purchase assistance to eligible homebuyers, which may take the form of down payment, principal reduction, and/or closing costs. Assistance may be provided for extremely low, very low, low- and moderate-income households. Assistance may be used for the purchase of existing or newly constructed homes. The maximum award available shall be based on the homebuyer's household income.

In all cases, applicants will be required to obtain a first mortgage for the balance of the purchase price. To be eligible, applicants cannot currently own a home. Eligible applicants will be assisted on a first-ready, first-served basis.

The Contractor has a proven track record with administering extremely low to middle income homebuyer programs, demonstrated capacity to process the anticipated number of loans, the ability to provide or arrange for the required homebuyer education, and extensive experience working with lenders. The Contractor has knowledge of and experience working with HOME income certification requirements, as outlined in HUD's Guidebook, "Technical Guide for Determining Income and Allowances for the HOME Program."

Scope of Services - Program Delivery

The Contractor shall undertake and perform all of the following listed services:

- Homebuyer education: Provide an 8-hour HUD approved comprehensive homeownership training service to all potential homebuyer applicants.
- Pre-homeownership counseling: Prepare clients for home ownership.
- Credit counseling: Assist clients improve credit scores and by extension, their ability to qualify for first mortgage financing.
- Homebuyer assistance: Assist homebuyers through the contract process, complete and deliver loan application packages to lenders on behalf of clients and assist through loan processing and closing. Loan underwriting: Review and provide completed loan package to City with sufficient documentation to approve. Contractor will be responsible for reviewing all lender documentation and completing client income certification.
- COVID-19 Related Activities: Assist homeowners with forbearance counseling and mortgage assistance.

The Contractor agrees that during the term of this Agreement the City reserves the right to make Program changes, which shall be binding on the Contractor.

Term of Agreement

The term of this Agreement shall be valid from award and execution of the Agreement from January 1, 2022 through December 31, 2024.

Services of the Contractor related to funding for CDBG-CV3 shall start on the first (1st) day of January 2022 and end on the thirtieth (30th) day of September 2023.

Monitoring

The City will monitor the performance of the Contractor by reviewing the home purchase packages received. Substandard performance, as determined in the City’s sole discretion, will constitute non-compliance with this Agreement. If Contractor fails to correct such substandard performance within 30 days after being notified by the City, the City may suspend or terminate this Agreement.

PROJECT REQUIREMENTS

Affordability

The City will be responsible for the ongoing monitoring of each unit for principal residency pursuant to 24 CFR 92.254(a)(3) and resale/recapture provisions of 24 CFR 92.254 (a)(4) – (5).

The City will ensure the affordability clause as stated by HOME affordability guideline as listed below:

Assistance Provided	Affordability Period
Up to \$15,000	5 years
\$15,001 to \$40,000	10 years
Over \$40,000	15 years
New Construction	20 years

Contractor’s fee and applicable closing cost assistance will be provided as a grant to the client, not subject to recapture, but will be used to calculate the affordability period outlined above.

In the event of a sale (voluntary or involuntarily) of the housing unit, if no net proceeds are available or the net proceeds are insufficient to repay the HOME investment due, the City shall recapture the net proceeds, if any. Net proceeds shall constitute the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

Maximum Per Unit Subsidy Amount and Subsidy Layering

The total amount of HOME funds invested on a per unit basis in affordable housing may not exceed the per-unit dollar limitations established under Section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 1715 (d)(3)(ii)) for elevator type projects that apply to the area in which the housing is located.

Before committing funds to a project, the Contractor, along with the City, must evaluate the project in accordance with guidelines that are stated in the City’s Planning & Housing Division’s Policy and Procedure and will not invest any more HOME funds, in combination with other governmental assistance, than is necessary to provide affordable housing.

Property Standards

The Contractor shall assure compliance with 24 CFR 92.251 as it relates to Property Standards and Housing Quality Standards (HQS) and Lead Based Paint Requirements found in 24 CFR 92.355 and 24 CFR Part 35.

Homeownership Requirements

Purchase assistance recipients shall not have incomes in excess of eighty (80%) percent (HOME) and 120% (SHIP & LCRA) of the area median income adjusted for family size. Additionally, the residence must be the homebuyer’s principal residence throughout the affordability period and lien/deferred mortgage term.

Income Limits

2021 Household Incomes Adjusted for Family Size					
Household Size	Extremely Low	Very Low	Low		Moderate
	30% AMI	50% AMI	60% AMI	80%	120%
1	\$12,950	\$21,600	\$25,920	\$34,550	\$51,840
2	17,420	24,700	29,640	39,500	59,280
3	21,960	27,800	33,360	44,450	66,720
4	26,500	30,850	37,020	49,350	74,040
5	31,040	33,350	40,020	53,300	80,040
6	35,580	35,800	42,960	57,250	85,920
7	38,300	38,300	45,960	61,200	91,920
8	40,750	40,750	48,900	65,150	97,800

The purchase assistance provided through this program will be secured through a subordinate zero interest deferred payment loan. The loan shall be forgiven in full at the end of ten (10) years. The amount of the deferred payment loan will be due and payable at time of:

- Death of recipient or recipients; or
- Selling or transfer title to property; or

- Property is no longer maintained as maker's principal residence (such as renting or leasing of property with or without consideration.); or
- Property not maintained to a minimum housing standard.

Eligible Properties

The housing unit must be single-family, existing or newly constructed, and must be located within the corporate limits of the City of Lakeland.

Maximum Property Value

The value of any homebuyer assisted property may not exceed ninety-five (95%) percent of the median purchase price for that type of single-family housing for the area, as published by HUD.

Religion

The Contractor, in providing assistance under this agreement, shall not discriminate against program beneficiaries or prospective program beneficiaries on the basis of religion or religious belief.

Recordkeeping and Reporting Provisions

The Contractor shall collect and maintain PROJECT beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in accordance with Part 5, Section 8 of the HOME requirements as stated in the *HUD Technical Guide for Determining Income and Allowances for the HOME Program*.

The City shall have the right to review and audit all records of the Contractor pertaining to any payment by the City. Said records shall be maintained for a period of five (5) years after closing of each transaction.

Access shall be immediately granted to the City, U.S. Department of Housing and Urban Development (HUD), the Inspector General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor or its subcontractors which are directly related to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

If required, the Contractor will provide the City with a certified audit of the Contractor's records representing the Fiscal Year during which the PROJECT becomes complete whenever the amount exceeds \$300,000, pursuant to the requirements of OMB Circular A-133.

Funding Disbursement

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed \$2,000.00 per household as a fee for each closed home purchase loan.

The Contractor shall provide the City with an invoice and complete loan application along with all necessary documentation. All documentation shall be submitted to the Planning & Housing Division, 1104 Martin Luther King Jr. Avenue, Lakeland, Florida 33805.

The City shall pay to the Contractor funds available under this Agreement based upon documentation submitted by the Contractor and upon closing on the client/recipient's home purchase. No payment for

services shall be made without a completed home purchase package. Minimum documentation shall include, but not be limited to:

- Loan Summary
- Applicant Certification of Federal Assistance
- Household Certification and Consent Form
- Homebuyer Education Certificate of Completion
- Copies of Driver's License and Social Security Cards
- Transmittal Summary
- Good Faith Estimate of Borrower's Settlement Costs
- Signed Loan Application
- Credit Report
- Guideform Notice - Disclosures to Seller with Voluntary, Arm's Length Purchase Offer
- URA - Owner's Statement of Occupancy Status
- Sales Contract
- Appraisal
- Certificate of Occupancy
- Income Certification
- Income Limits Chart
- Income Verifications

The Contractor shall not produce program income as a result of administering these funds for this program.

COVID-19 relief activities shall be expended through CDBG-CV3 funding no later than September thirtieth (30th) 2023. Contractor will provide intake processing for 30 mortgage assistance applications for assistance up to six months per application with a total budget of \$150,000. The contractor shall submit documentation to support the reason for mortgage or forbearance assistance is due to COVID-19 impacts. Contractor may request 5% of the award amount approved for each acceptable application be provided for administrative costs and may further request an additional 5% of the amount of the award approved for each acceptable application be provided for program delivery costs.

Enforcement Provisions

If the Contractor fails in any manner to fully perform the services specified herein and carry out any of the terms, covenants, and conditions of this Agreement, and more particularly, if the Contractor refuses or fails to proceed with the work with such diligence to ensure its completion within the contract term, the Contractor shall be considered in default of this Agreement. Written notice shall be given to the Contractor of such default by the City or an authorized agent of the City. If the Contractor fails to cure such default within such time as may be required by such notice, the City may, at its option, terminate this Agreement.

In the event of such termination, all grant funds pledged to the Contractor pursuant to this Agreement shall be immediately revoked and any approvals related to the PROJECT shall immediately be rescinded. In such event, the Contractor will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement, as the grant funds will no longer be available for this project.

Such termination shall not affect or terminate any existing rights the City has against the Contractor, or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the City under the law and the note and mortgage (if in effect), including, but not limited to, any equitable legal rights.

The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition herein.

Written Agreement Provisions

The City is responsible for managing the daily operation of its HOME and SHIP programs, ensuring that HOME, SHIP and LCRA funds are used in accordance with all program requirements and written agreements. The performance of the Contractor will be reviewed at least once annually.

Before disbursing any HOME funds to the Contractor, the City will enter into a written agreement with the beneficiary. Such agreement will be prepared by the City and will ensure compliance with the requirements of 24 CFR 92.504.

PROVISIONS RELATED TO OTHER FEDERAL REQUIREMENTS

Relocation

The Contractor is acting in an administrative role. If the residence is occupied at the time of this commitment, the Contractor will comply with the relocation requirements of 24 CFR 92.353.

Fair Housing and Equal Opportunity

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the City setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

Accessibility in Programs

The Contractor is acting in an administrative role. The client is selecting the preferred residence with Accessibility Standards under 24 CFR 92.251(a)(3) as applicable.

Federal nondiscrimination requirements

The Contractor shall comply with the Federal requirements set forth in 24 CFR part 5, subpart A, as applicable to participants in the HOME program. The requirements of this subpart include

nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.

Labor Provisions

If any project under this Agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, the Contractor shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a - 7) as supplemented by Agency of Labor regulations (29 CFR, Part 5), as amended.

The Contractor shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented in the Agency of Labor Regulations (29 CFR Part 3), as amended.

The Contractor shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Agency of Labor regulations (29 CFR, Part 5), as amended.

Conflict of Interest

The Contractor warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services herein. The Contractor further warrants and covenants that in the performance of this contract, no person having such interest shall be employed.

HOME conflict of interest provisions, as stated in 24 CFR 92.356, apply to the award of any contracts under the agreement and the selection of tenant households to occupy HOME-assisted units.

No employee, agent, consultant, elected official, or appointed official of the Contractor may obtain a financial interest or unit benefits from a HOME-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

- Any interest in any contract, subcontract or agreement with respect to a HOME-assisted project or program administered by the Contractor, or the proceeds therein; or
- Any unit benefits or financial assistance associated with HOME projects or programs administered by the Contractor, including:
 - Occupancy of a rental housing unit in a HOME-assisted rental project;
 - Receipt of HOME tenant-based rental assistance;
 - Purchase or occupancy of a homebuyer unit in a HOME-assisted project;
 - Receipt of HOME homebuyer acquisition assistance; or
 - Receipt of HOME owner-occupied rehabilitation assistance.

This prohibition does not apply to an employee or agent of the Contractor who occupies a HOME-assisted unit as the on-site project manager or maintenance worker.

In addition, no member of Congress of the United States, official or employee of HUD, or official or employee of the City shall be permitted to receive or share any financial or unit benefits arising from the HOME-assisted project or program.

Prior to the implementation of the HOME-assisted activity, exceptions to these provisions may be requested by the Contractor in writing to the City. The Contractor must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the HOME assistance. The City may grant exceptions or forward the requests to HUD as permitted by 24 CFR 92.356, 85.36 and 84.42, as applicable.

Affirmative Marketing

In the selection of occupants for affordable units, the Contractor shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the project consists of 5 or more units, the Contractor will implement affirmative marketing procedures as required by 24 CFR 92.351. Such procedures are subject to approval of the City.

Lead Based Paint

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precaution that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out if lead-based paint is found on the property, abatement measures may be undertaken.

GENERAL PROVISIONS

Lobbying Certification

The Contractor hereby certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 any employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making for 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, it will complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sponsors shall certify and disclose accordingly; and

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 that 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.

Reassignment of Duties

The obligations undertaken by Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or agency unless the City shall first consent to the performance or assignment of such service or any part thereof by another person or agency.

Agreement Amendment and/or Termination

The City or Contractor may amend this Agreement at any time provided that such amendment specifically reference this Agreement, and is executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body. Such amendment shall not invalidate this Agreement, nor relieve or release the City or Contractor from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Contractor.

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Service may only be undertaken with the prior written approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate the Agreement, in whole or in part, if the Contractor materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is in noncompliance with any applicable rules or regulations, the City shall inform the Contractor and provide thirty (30) days for Contractor to remedy any breach.

Indemnification

Contractor shall indemnify and hold City harmless from and against any negligent claims, liabilities, losses and causes of action which may arise out of Contractor's activities under this Agreement, including all other acts or omissions to act on the part of Contractor, including any person acting for or on its behalf, and, from and against any orders, judgments, or decrees which may be entered, and from and against all costs, attorneys fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof. To the extent this Indemnification conflicts with any provision of law, this indemnification shall be deemed amended in such a manner as to be consistent with such law.

Subcontractors Selection Process

The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this contract without the prior written consent of the City.

The Contractor will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

The Contractor shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

The Contractors shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be maintained in Contractor’s records with documentation concerning the selection process if needed by the City or funding sources.

Grantor Recognition

The Contractor shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

Notices

All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

If mailed to Contractor: Housing and Neighborhood Services of Central Florida
 ATTN: Jill Ann McReynolds, Executive Director
 1707 Orlando Central Parkway Suite #350
 Orlando, FL 32809

If by hand delivery: Same as above

If mailed to City: CITY OF LAKELAND
 PLANNING & HOUSING DIVISION
 ATTN: HOUSING PROGRAMS SUPERVISOR
 1104 MARTIN L. KING, JR. AVENUE
 LAKELAND, FL 33805

If by hand delivery: Same as above

Drug-Free Workplace

The parties shall maintain a drug-free workplace and comply with the terms of the Drug-Free Workplace Act of 1988. The Contractor shall ensure that each activity shall be in compliance with all federal rules and regulations with regard to this agreement. For the benefit of outside agencies, a copy of the City's Drug Free Workplace Policy is attached. You are responsible for complying with the policies outlined and Chapter 893 of the Florida Statutes. Please review this information and retain it with your copy of the agency's Personnel Policy and Procedure Manual.

Each participating employee shall initial the enclosed drug-free workplace acknowledgement form and the completed form shall be returned to the City of Lakeland's Housing Programs Supervisor with the original signed grant agreement. No HOME funds will be drawn down for the agency's project until the completed form is received.

Funding Availability

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or change in regulations.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Housing and Neighborhood Development Services of Central Florida

By: _____
Executive Director

Date: _____

Attest: _____
Agency Secretary

City of Lakeland

By: _____
H. WILLIAM MUTZ, Mayor

Date: _____

Attest: _____
Kelly Koos
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Palmer C. Davis
City Attorney

Z:\Down Payment Assistance program\2022\HOME.SHIP HPA Agreement