

**EMERGENCY SOLUTIONS GRANT AGREEMENT  
(Loaves and Fishes Soup Kitchen, Inc.)**

**THIS AGREEMENT**, is executed on this the 5th day of October, 2017, by and between **LOAVES AND FISHES SOUP KITCHEN, INC.**, a Florida non-profit corporation, hereinafter referred to as "Loaves and Fishes"; and **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County"; for the sole purpose of providing Emergency Solutions Grant Program ("ESGP") and affordable housing funds to partially support operating costs of the Loaves and Fishes Homeless Center.

**WITNESSETH**

**WHEREAS**, the pressing issue of homelessness is of paramount interest to the community, and

**WHEREAS**, the County has been designated to receive formula funding under the U. S. Department of Housing and Urban Development's Emergency Solutions Grant Program (CFDA # 14.231), hereinafter referred to as "ESGP," and

**WHEREAS**, the County desires to commit said funds to programs or agencies directly impacting upon the homeless dilemma, especially with regard to homeless families, and

**WHEREAS**, Loaves and Fishes has a history of assistance to the less fortunate, and

**WHEREAS**, Loaves and Fishes operates a homeless center on a continuous basis for the less fortunate.

**NOW THEREFORE**, the parties to this Agreement consent to the following provisions as designated herein:

**ARTICLE I**

**Supervision**

1. Parties hereto agree that the Neighborhood Enterprise Division of the Escambia County Neighborhood & Human Services Department, hereinafter referred to as "NED", will oversee implementation of this Agreement. For liaison purposes, the designated contact for each party is:

County: Meredith Reeves  
Neighborhood Enterprise Division  
221 Palafox Place, Suite 200  
Pensacola, Florida 32502  
Phone: (850) 595-0022  
E-Mail: mareeves@myescambia.com

Loaves and Fishes: Rick Humphreys  
Loaves and Fishes Soup Kitchen, Inc.

P.O. Box 1303  
Pensacola, Florida 32596  
Phone: (850) 438-7616

## ARTICLE II

### Funding

2. The County agrees to provide a maximum of **Eighty Six Thousand Four Hundred Thirty Five Dollars and No Cents (\$86,435.00)** in Emergency Solutions Grant Program funds specifically for use in reimbursing Loaves and Fishes for salary and operating support, supplies/equipment, transportation and utility costs associated with the homeless facility located at 257 East Lee Street in Pensacola, Florida as detailed in **EXHIBIT A** of this Agreement. All assistance provided by the County in support of this Agreement shall conform to the provisions of 24 CFR Part 576, including specifically Part 576.102, and Loaves and Fishes shall agree to also comply with the provisions of same where required.

2.1 Financial support for this Agreement is solely available to the County from the HUD Emergency Solutions Grant Program ("ESGP"), Grant #E-17-UC-12-0022. The County will make every effort to begin providing funds to Loaves and Fishes on or before October 5, 2017, or within thirty (30) days of the execution of this Agreement, whichever occurs first, subject only to release of ESGP funds to the County by the U. S. Department of Housing and Urban Development.

## ARTICLE III

### Term of Agreement

3. This Agreement shall commence on the **1st day of October, 2017**, and terminate on **September 30, 2018**, except as otherwise provided herein.

3.1 If Loaves and Fishes should fail to perform the duties as defined herein, the County may terminate this contract with written ten (10) day notification. Further, should Federal ESGP funding for this project cease to be made available to the County, this Agreement shall be terminated immediately without penalty to the County and written notice shall be issued to Loaves and Fishes indicating such cancellation. The County shall not reimburse, nor be obligated to provide support to Loaves and Fishes for any expenses in excess of the total ESGP funding provided to the County by the U. S. Department of Housing and Urban Development.

3.2 Notwithstanding any provision above, County reserves unto itself the right to terminate this Agreement immediately, if in its sole determination, Loaves and Fishes has failed to provide the services required by this Agreement in a satisfactory manner, or if Loaves and Fishes violates any applicable law, rule or regulation.

## ARTICLE IV

### Utilization of Funds

4. Loaves and Fishes shall provide to NED individual/itemized cost estimates, invoices, or receipts for all items procured and costs expended to fully document each item to be reimbursed with ESGP funds under this Agreement. Prior to expenditure of any funds by the County, Loaves and Fishes shall provide documentation to NED clearly detailing costs, which are eligible for reimbursement through this Agreement. The County shall, upon recommendation by NED, reimburse Loaves and Fishes for those salary and/or operating costs identified in **EXHIBIT A** in the amount of the vendor invoice or other acceptable documentation presented to NED by Loaves and Fishes. Failure to comply with the above requirements shall cause the County to terminate this Agreement in accordance with Sections 3.1 and/or 3.2 and suspend any pending payments.

## **ARTICLE V**

### **Distribution of Funds**

5. Within fifteen (15) days after presentation of appropriate documentation of those reimbursable salary and/or operating costs as identified in **EXHIBIT A** of this Agreement and as required in Section 4 of this Agreement, the County shall reimburse the invoice amount to Loaves and Fishes to the extent that the aggregate payments do not exceed the maximum contract amount specified in Article II of this Agreement. The final decision regarding acceptability of documentation and issuance of payments shall rest with NED in consultation with the Finance Division of the Escambia County Clerk of the Circuit Court's Office.

## **ARTICLE VI**

### **Matching Funds**

6. Loaves and Fishes guarantees the availability of at least **\$86,435** in non-federal local matching funds to support staffing and other costs associated with the operation of the homeless center located at 257 East Lee Street in Pensacola, Florida. Failure to provide such matching funds shall automatically void this Agreement, and shall subject Loaves and Fishes to repayment of any ESGP funds dispersed by the County under this Agreement. Said matching funds shall be expended concurrently with the expenditure of ESGP funds. The documentation of the matching funds shall comply with the requirements of 24 CFR Part 576.51. Loaves and Fishes shall provide the County documentation of the budget and expenditure of such funds through its audited financial statements and/or other forms of source documentation deemed acceptable to the County.

## **ARTICLE VII**

### **Obligation for Continued Use**

7. In return for the assistance and support provided through this Agreement, Loaves and Fishes shall ensure the continuing operation of the homeless facility described in Section 11 of this Agreement to meet the needs of homeless persons, especially homeless families, within Escambia County, Florida, for a period of at least five (5) years from the date of execution of this Agreement. Continuing availability of and access to the facility by the

homeless is a primary requirement of this Agreement. Failure to make such use of the property will be deemed a terminable event at the option of the County.

7.1 Should, at any time during this five (5) year period, Loaves and Fishes cease to operate the facility or elect to dispose of any equipment items procured with ESGP funds, the County shall be immediately notified in writing of this decision. In this event, subject to negotiations between Loaves and Fishes, the County, and the U. S. Department of Housing and Urban Development, and subject to compliance with applicable laws and regulations, Loaves and Fishes may be required to repay all or part of the ESGP funds previously expended under this Agreement upon its failure to comply with this provision.

## **ARTICLE VIII**

### **Cooperation and Expedience**

8. All parties shall cooperate to provide for implementation of this Agreement in the most expedient manner possible.

## **ARTICLE IX**

### **Fair and Equal Access**

9. Loaves and Fishes shall provide access to the facility and services to all people in need regardless of sex, race, color, national origin, religious preference, familial status, handicap, disability, or marital status. All services shall be provided on a non-discriminatory basis at all times. Failure to comply with this provision shall be basis for termination of this Agreement by the County in accordance with Section 3 of this Agreement.

## **ARTICLE X**

### **Secular Use**

10. Loaves and Fishes Soup Kitchen, Inc., is an incorporated, non-profit corporation organized under the laws of the State of Florida with IRS 501(c)(3) status and functions primarily as a social service organization with specific emphasis upon assisting the homeless and the less fortunate. Loaves and Fishes shall not operate as a church or other religious entity.

## **ARTICLE XI**

### **Homeless Services and Assistance to Homeless Persons**

11. Loaves and Fishes operates a homeless center (facility) located at 257 East Lee Street in Pensacola, Florida. The facility has capacity for temporarily housing up to a minimum of nine (9) families through availability of a minimum of nine (9) efficiency units. Dining and "community" space is provided in a central common area within the facility. Additionally, the congregate dining area in the facility has the capacity to serve a minimum of 150 homeless individuals, including both the residents and homeless individuals in the community. The

facility is centrally located and accessible to the homeless population. Additionally, Loaves and Fishes provides an array of counseling, social and supportive services for homeless clients through its Center and related activities.

**11.1** Homeless individuals and families must be given assistance by Loaves and Fishes in obtaining:

(a) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling supervision, and other services essential for achieving independent living; and

(b) Other Federal, State, local, and private assistance available for such individuals.

## **ARTICLE XII**

### **Limitations Concerning Liability**

**12.** Loaves and Fishes is an independent entity and is not a part of Escambia County, a political subdivision of the State of Florida. Further, this Agreement is not intended to create an employer/employee, partnership or joint venture relationship between the County or Loaves and Fishes and its respective directors, officers, employees or agents. Loaves and Fishes agrees to indemnify and save harmless the County and their respective Commissioners, agents, directors, and employees from all claims, suits, judgments, costs, or damages associated with this contract or services provided at the homeless shelter. The indemnification provided above shall obligate Loaves and Fishes to defend at its own expense or to provide for such a defense, at County's option, any and all claims of liability in suits and actions of every name and description that may be brought against the County. The execution of this Agreement by Loaves and Fishes shall constitute compliance with the foregoing provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth below.

**12.1** Loaves and Fishes shall continually maintain the following minimum levels of insurance during the term of this Agreement: Comprehensive General Liability insurance in an amount of at least \$300,000 per occurrence, Automobile insurance coverage for all owned, non-owned, and hired automobiles, including employee non-ownership use, and Workers' Compensation coverage for all workers' compensation obligations whether legally required or not, with coverage of at least \$100,000 each person-accident, \$100,000 each person-disease, \$500,000 aggregate-disease.

## **ARTICLE XIII**

### **Records Maintenance Requirements**

**13.** The County and Loaves and Fishes agree to maintain records specifically related to this project in such a manner as to assure proper accountability and documentation. The method of maintaining such records and the acceptability thereof shall be in the sole discretion of the County.

**13.1** Loaves and Fishes shall maintain project specific records and accounts that shall at all times be subject to inspection, review and/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 such records are to be maintained indefinitely pending completion of said audit or litigation. Access to such records shall be provided to the County, the U. S. Department of Housing and Urban Development, and/or other duly authorized parties upon request.

## **ARTICLE XIV**

### **Client Reporting**

**14.** Loaves and Fishes shall provide a monthly report to NED denoting the number of people served at the homeless facility or other relevant information as the County may require in a fashion mutually acceptable to the County and Loaves and Fishes for the duration of this Agreement. Loaves and Fishes may use the report provided in Exhibit B or substitute a similar report.

**14.1** It is mandatory that Loaves and Fishes actively and continually participate in data collection and reporting requirements of the Homeless Management Information system (HMIS) as administered by EscaRosa Coalition on the Homeless, Inc. Such reporting shall at all times be in compliance with HMIS reporting requirements and shall include all HUD mandated data elements.

## **ARTICLE XV**

### **Nepotism**

**15.** Loaves and Fishes agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

## **ARTICLE XVI**

### **Program Income**

**16.** ESGP (HUD Grant) funds provided hereunder shall be in the form of a grant and no program income will result from the project.

## **ARTICLE XVII**

### **Uniform Requirements**

**17.** Loaves and Fishes shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR §570.502 and shall comply with the requirements of 2 CFR Part 200. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Exhibit C.

## **ARTICLE XVIII**

### **Public Records**

18. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Recipient shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Recipient shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Recipient agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Recipient seven days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract. In such case, the Recipient shall not be entitled to receive any further payment.

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

## **ARTICLE XIX**

### **General Provisions**

19. Loaves and Fishes agree that the contents of **EXHIBITS A, B and C** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, Loaves and Fishes agrees:

**19.1** To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein;

**19.2** To permit and facilitate such audits and reviews as may be required by HUD, the Escambia County Comptroller's Office, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

**19.3** To produce all documents upon request by the County, HUD, or the authorized representatives of each;

**19.4** Loaves and Fishes functions primarily as a social service organization with specific emphasis upon assisting the homeless and less fortunate, and Loaves and Fishes intends to maintain such function for the duration of this Agreement.

## **ARTICLE XX**

### **Understanding of Terms**

**20.** This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by all parties, except as provided under Article III Sections 3.1 and 3.2 above. This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.

**20.1** This Agreement is executed in 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.

**20.2** 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 governing law, 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.

**20.3** The 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 appertain.

**20.4** All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under Article I, above.

**20.5** Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or 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.



Approved as to form and legal sufficiency.

By/Title: [Signature]  
Date: 10/22/17

**ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS**

**ATTEST: Pam Childers  
Clerk of the Circuit Court**

By: \_\_\_\_\_  
**Deputy Clerk**

**( S E A L )**

By: \_\_\_\_\_  
D.B. Underhill, Chairman

BCC Approved: October 5, 2017

**LOAVES AND FISHES SOUP KITCHEN, INC., a not for profit corporation organized under the laws of the State of Florida**

**WITNESSED:**

\_\_\_\_\_

By: \_\_\_\_\_  
**Rick Humphreys, Executive Director**

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Rick Humphreys, Executive Director of Loaves and Fishes Soup Kitchen, Inc., a not for profit corporation, who did not take an oath and who

- \_\_\_ is/are personally known to me.
- \_\_\_ produced current Florida driver's license as identification.
- \_\_\_ produced current \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Printed  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

EXHIBIT A

# ESGP Proposed Budget

2017-2018

<b>Item Category</b>	<b>Contract Amount</b>
<b>Utility Costs</b> (electricity, water, gas, sewer, garbage, phone)	<b>32,017.00</b>
<b>Transportation Costs</b> (gas, oil, vehicle/maintenance, vehicle insurance)	<b>5,500.00</b>
<b>Facility Insurance Coverage</b> (liability, property)	<b>9,416.00</b>
<b>Salaries</b>	<b>31,800.00</b>
<b>Audit (Required for Grant)</b>	<b>0.00</b>
<b>Miscellaneous Items</b> (food, kitchen supplies, cleaning supplies, shelter maintenance, personal care supplies, etc.)	<b>7702.00</b>
<b>Total Budget</b>	<b>86,435.00</b>

EXHIBIT B

MONTHLY STATUS REPORT

REPORT # \_\_\_\_\_

TO: ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION

FROM: \_\_\_\_\_

PROJECT: ESG \_\_\_\_\_ CONTRACT # \_\_\_\_\_

REPORT PERIOD \_\_\_\_\_ TO \_\_\_\_\_ DATE SUBMITTED \_\_\_\_\_

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I. PROGRESS REPORT

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

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

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

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

II. FINANCIAL REPORT

CONTRACT AMOUNT      \$ 86,435.00

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.

**EXHIBIT C**  
**LISTING OF STANDARD CONTRACT PROVISIONS**

**Conditions & Certifications Required by HUD**  
**for Contracts Funded by CDBG or ESG**

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 CFR 570.503(b)3 and 24 CFR 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 CFR 570.200(i)  
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 CFR 570.503(b)8  
Upon the discontinuation of funding this program with CDBG, the Agency shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency'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 County 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 CFR 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 or ESGP funds and (2) who exercises or has exercised any functions or responsibilities with respect to CDBG or ESGP 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 CFR 84.42, 24 CFR 85.36, 24 CFR 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 CFR Part 1, as related to non-discrimination in federally-assisted programs.
- Public Law 90-284 referring to the Fair Housing Act (42 USC 3601-20), 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 CFR 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 24 CFR 570.614 requires compliance with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and with the Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218, and 225).
- The lead based paint requirements of 24 CFR 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 CFR 2424.
- The Agency shall comply with the policies, guidelines and requirements of 2 CFR 200. 2 CFR 200 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 USC 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 CFR 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 CFR 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 CFR 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 CFR 570.607).
  - Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 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 CFR 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 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient 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 CFR 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 CFR 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 CFR 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 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by 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 USC 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 USC 6962); 24 CFR 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 CFR 84.21.
- Use of real property (24 CFR 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 County, and may involve reimbursing the County for any funds expended for the acquisition or improvement.

- Disposition of equipment (24 CFR 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 County.
- Procurement and Competitive Processes (24 CFR 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 CFR 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 County's annual performance and evaluation report to US HUD (24 CFR 91.520).

## CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

**Loaves and Fishes Soup Kitchen, 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: Loaves and Fishes Soup Kitchen, Inc.

Date: October 1, 2017

Grant Program Name: EMERGENCY SHELTER GRANT PROGRAM

Grant Number: E-17-UC-12-0021

Loaves and Fishes Soup Kitchen, 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: 257 East Lee Street

Pensacola, Florida 32503

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

ESTIMATED: Three (3)

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: ESGP: Shelter (2017)

Name: Rick Humphreys

Title: Executive Director

Firm/Agency: Loaves and Fishes Soup Kitchen, Inc.

Street Address: 257 East Lee Street  
Pensacola, FL 32503

**CERTIFICATION OF RECEIPT**

**EMERGENCY SOLUTIONS GRANT PROGRAM IMPLEMENTING  
REGULATIONS & 2 CFR PART 200**

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current ESG Laws and Regulations (<https://www.hudexchange.info/programs/esg/esg-law-regulations-and-notice/>) 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 CFR Part 200 ([http://www.ecfr.gov/cgi-bin/text-dx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-dx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)).

I/We have reviewed the Regulations and understand the requirements governing the ESG 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 Escambia County’s ESG Program representative. If the issue or question cannot be resolved by the County’s ESG 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 ESG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County’s ESG Program Representative by this agency.

LOAVES AND FISHES SOUP KITCHEN, INC.

By: \_\_\_\_\_

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