

TITLE CLEARANCE SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this 3rd day of November, 2016, by and between the **ESCAMBIA COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, 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 County 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 County of Escambia; and

WHEREAS, said grant provides that the County 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 County 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 TITLE CLEARANCE SERVICES, hereinafter referred to as the "Project"; and

WHEREAS, the County 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 required services under the general coordination of the Neighborhood Enterprise Division (NED) of the Escambia County Neighborhood & Human Services Department. For contract coordination purposes the designated contract manager is Meredith Reeves, Division Manager, NED, 221 Palafox Place Suite 200, Pensacola, Florida 32502, (850) 595-0022 x3 or mareeves@myescambia.com.

ARTICLE II
Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of Attachment I to provide title clearance services for low/moderate income residents of Escambia County in order to remove barriers to their ability to improve or maintain their properties 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 2016 Escambia Consortium Action Plan, as approved by the Board of County Commissioners on August 4, 2016.

ARTICLE III
Funding

3. The County agrees to pay an amount not to exceed **\$45,000** solely from available Community Development Block Grant (CDBG) funds to be used for (1) title clearing services for low/moderate income clients in Escambia County (including City of Pensacola residents), including but not limited to probate, quiet title, bankruptcy, and tax disputes; and (2) educational presentations to the community through presence at three (3) community outreach events to share information on services provided .

3.1 The County shall pay this amount over the period of this contract 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 County with a monthly report of all activities, including a narrative summary of progress and a financial statement described in Attachment II of this Agreement.

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

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County or its designated Agent.

4.3 This report is due on the 30th day of each subsequent month.

4.4 The Recipient shall provide the County 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 County for its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless Escambia County, 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 or insurance.

ARTICLE VI
Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October, 2016**, and shall terminate on **September 30, 2017**, unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that 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 County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of termination only. Said termination shall be in accordance with provisions of 2 CFR §§ 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 contract;

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 contract unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, 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 County in order to insure their accountability for such a period.

ARTICLE VIII
Nepotism

8. The Recipient agrees to abide by the provisions of §112.3135, Florida Statutes, pertaining to nepotism in their performance, under 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 contract 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 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 CFR §570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the County.

ARTICLE XIII
Uniform Administrative Requirements

13. The Recipient 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 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 Subpart K of 24 CFR §§570.600-.614 et seq., except that:

14.1 The Recipient does not assume the County's environmental responsibilities described at 24 CFR §570.604; and

14.2 The Recipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

14.3 Pertinent provisions of Subpart K of 24 CFR §§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 County any CDBG funds on hand at the time of expiration 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 CFR §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 County; or
- (ii) Disposed of in 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-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 CFR Part 200, as applicable, or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of 2 CFR Part 200. This shall apply to the purchase of materials, supplies, and equipment. The full text of 2 CFR 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. Further, the Recipient agrees:

17.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

17.2 To consent to such audits by United States Department of Housing and Urban Development, the County Comptrollers' Office, or designated independent auditing firm(s) as may be required in relation to this Agreement.

17.3 To produce all documents required upon request by the County, the United States Department of Housing and Urban Development or their authorized representatives;

17.4 To provide the County (through its designated Agent) with the annual audit of the program as carried out for the Escambia County Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 2 CFR Part 200, as applicable.

ARTICLE XVIII Understanding of Terms

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

18.2 This contract 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 contract 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 contract 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 contract 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 contract 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 appertain.

18.5 All notices under this contract 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 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.

[SIGNATURE PAGE TO FOLLOW]

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

SEAL

By: _____
Grover C. Robinson, IV, Chairman

BCC Approved:

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 10/16/10

LEGAL SERVICES OF NORTH FLORIDA, INC.,
a Florida Non-Profit Corporation

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

Corporate Secretary

[SEAL]

ATTACHMENT I

I. SCOPE OF SERVICES

Legal Services of North Florida, Inc. will implement the Title Clearance Services Program. The County will provide **\$45,000** in CDBG funds for the Project. The CDBG funds must directly be spent on operational expenses and program activities. Legal Services of North Florida, Inc. will also be required at a minimum to provide monthly reports to the County of clients served categorized by income, race and gender 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 or Kristine Knab

III. MONTHLY REPORTS

- A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County or designated Agent.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the reporting period.
- C. Invoices detailing attorney hour time spent on the project must be attached to the monthly report to verify payment for the County 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.

IV. BUDGET INFORMATION

The Recipient shall have a budget of **\$45,000.00** to cover the contract period of October 1, 2016 – September 30, 2017. Per hour attorney billing of \$118/hr includes title searches for clients, costs of publication, court reporters, process servers, credit reports, printing and postage.

If available, NED will provide copies of any title searches for possible referrals if released by the client.

V. AUDIT REQUIREMENTS

The Recipient shall provide the County with an audit report showing the financial affairs of the Recipient during the period of the contract.

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:

1. **TITLE CLEARING SERVICES:** Legal representation for a minimum of 15 low/moderate income clients in approximately 25 cases for the purpose of clearing title to properties owned by low/moderate income clients. Preference to be given to eligible clients with improved properties as possible.

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), and gender (HOH only) and the number of resolved cases by income, race, and gender.

**ESCAMBIA/PENSACOLA
MAXIMUM INCOME ELIGIBILITY LIMITS
2016 INCOME GUIDELINES**

# PERSONS IN FAMILY	EXTREMELY LOW INCOME	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)
1	\$12,550	\$20,900	\$33,400
2	16,020	23,850	38,200
3	20,160	26,850	42,950
4	24,300	29,800	47,700
5	28,440	32,200	51,550

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 bill County 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.

2. **EDUCATIONAL COMPONENT:**

a. Attend **THREE** community outreach events to distribute information to residents regarding Recipient services and/or provide community educational workshops to inform residents of ways to clear and preserve title.

Recipient will provide sign-in sheets for workshops, flyers/advertisements regarding events; and copies of educational materials developed.

IX. PROJECT EVALUATION, MONITORING AND REVIEW

The County reserves the right to evaluate and review this contract and its effectiveness. If found not to be effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; Sub-section 6.1.

MONTHLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION

FROM: LEGAL SERVICES OF NORTH FLORIDA

PROJECT: TITLE CLEARANCE SVCS CONTRACT # _____

REPORT PERIOD _____ TO _____

DATE SUBMITTED _____

I. 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
\$ 45,000.00

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 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(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 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

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: 10/1/16

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: B-16-UC-12-0012

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: 2016 TITLE CLEARANCE SVCS

Name: _____

Title : _____

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

CERTIFICATION OF RECEIPT

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REGULATIONS CODIFIED AT 24 CFR PART 570 & 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 CDBG Regulations, 24 CFR 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 CFR Part 200 (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 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 Escambia County's CDBG Program representative. If the issue or question cannot be resolved by the County'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 County's CDBG Program Representative by this agency.

LEGAL SERVICES OF NORTH FLORIDA, INC.

By: _____

Date: _____