

CDBG-DR Compliance Conditions

Applicant:	
Commerce/Subrecipient Contract (“Subrecipient Agreement”):	HS013
Project Type:	Multi-Family Rental Housing
Project Name:	
Project Location/Address:	
Estimated Project Cost:	
FHFC/Applicant Contract:	RFA 2024-305

Compliance Conditions

Applicant shall not carry out any of the activities for the Subrecipient Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.) and described in applicable Appropriations Acts. Applicant must comply with HUD’s requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Applicant shall carry out the activities under this Agreement in compliance with the Florida Department of Commerce’s (Commerce) procedures and any federal regulations to prevent duplication of benefits. Failure to do so will result in Applicant being responsible to the Commerce for ineligible duplication of benefits to which Applicant expressly acknowledges Commerce is a third-party beneficiary.

As applicable, Applicant shall provide relocation assistance to displaced persons, as defined by 24 CFR 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for any work performed in furtherance of the Subrecipient Agreement.

Applicant will affirmatively further fair housing pursuant to 24 CFR 570.487(b) in furtherance of the Subrecipient Agreement.

If Applicant undertakes any activity in furtherance of the Subrecipient Agreement subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601- 4655; hereinafter, the “URA”), Applicant shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted to Commerce prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed.

By engaging in the activities in furtherance of the Subrecipient Agreement, the Applicant acknowledges and agrees to adhere to the following conditions:

1. Applicant read, understood, and agrees to be bound by all terms and provisions set forth in these Compliance Conditions, including those related to the prevention of duplication of benefits, relocation assistance, and the undertaking of activities to affirmatively further fair

housing as it pertains to the Florida Housing Finance Corporation (“FHFC”) Subrecipient Agreement with Commerce as identified above as Commerce/Subrecipient Contract HS013.

2. Applicant agrees to hold Commerce and FHFC harmless against all claims of whatever nature arising out of the Applicant’s performance of work under the Subrecipient Agreement.
3. Applicant agrees to be bound by and will comply with all the requirements and regulations as stipulated in these Compliance Conditions.
4. Applicant agrees all activities conducted under these Compliance Conditions will be performed in accordance with applicable state, federal, and local laws, regulations, and guidelines, including but not limited to those outlined in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, HUD requirements, and Commerce’s policies and procedures.
5. Applicant agrees to timely reimburse Commerce for any ineligible duplication of benefit as determined by applicable federal entities as it relates to the Subrecipient Agreement.
6. Commerce may impose additional reasonable conditions on the use of the CDBG-DR funds which have not been put into a Request for Application to ensure future compliance or provide training and technical assistance as needed to correct noncompliance in response to audits.

By signing below, Applicant agrees to the conditions listed above.

Signature: _____

Printed Name: _____

Title: _____

Date: _____