

**AGREEMENT WITH BRAME HECK ARCHITECTS, INC.
FOR ARCHITECTURAL & ENGINEERING SERVICES FOR THE
BUDGET INN CONVERSION (#13221)**

THIS AGREEMENT FOR ARCHITECTURAL & ENGINEERING SERVICES (“Agreement”) is entered into between Alachua County, Florida, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners (the “County”), and Brame Heck Architects Inc., a Florida a For-Profit Corporation ("Architect"). Collectively the County and Architect are hereinafter referred to as “Parties”.

WITNESSETH

WHEREAS, the County purchased the former Budget Inn Motel property, located at 4401 SW 13th Street, Gainesville, Alachua County, Florida 32608, with the intent to renovate and convert the Budget Inn to single-room occupancy units to be used for housing; and

WHEREAS, the County applied for and received the federally-funded Community Development Block Grant – Coronavirus/CARES (CDBG-CV) (“Grant”) administered by the State of Florida, Department of Economic Opportunity now known as the Department of Commerce and entered into a Subgrant Agreement with the State for the Budget Inn Homeless Redevelopment Project ; and

WHEREAS, the County issued Request for Proposal (RFP) No. 22-307, seeking proposals from professionals to provide architectural and engineering services for the design and architectural management of the Budget Inn conversion; and

WHEREAS, RFP No 22-307 was conducted in a competitive manner and complied with the processes outlined in Section 287.055, Florida Statutes, Consultants’ Competitive Negotiation Act (CCNA) and those required by Alachua County Procurement Code and those in compliance with 2 CFR sections 200.317-.326; and

WHEREAS, after evaluating and considering all timely responses to RFP No. 22-307, the County identified the Architect as the top-ranked firm; and

WHEREAS, the County desires to contract with the Architect to provide professional services and the Architect desires to provide these professional services to the County as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. Definitions:

- 1.1. **Construction Documents:** Plans, drawings, specifications, deliverables, approved change orders, revisions, addenda, and other information are outlined in the detail and communicate the project design for construction and administering the construction contract.
- 1.2. **Final Completion:** The stage of construction when the work has been completed in accordance with the Agreement for Construction and the County has received all documents and items necessary for the closeout of the work.
- 1.3. **Substantial Completion:** The stage of completion when the County can occupy or beneficially

use satisfactorily completed work for its intended purpose.

2. Scope:

- 2.1. Pursuant to the terms and conditions of this Agreement, the Architect agrees to provide the architectural and engineering services to the County as more particularly described in **Exhibit “1”** Scope of Services, attached hereto and incorporated herein and in the Scope of Work descriptions stated in the Grant Agreement, as may be amended (“Services”), for the Alachua County Budget Inn Homeless Redevelopment Project for the property owned by the County located at 4401 SW 13th Street, Gainesville, Florida which was the former Budget Inn motel (hereinafter referred to as the “Project” or “Budget Inn Conversion”). The parties acknowledge that the referred name of the property or the Project name may be modified during the term of this Agreement.
- 2.2. The Parties agree and acknowledge that this Project is subject to funding award by the State and under a grant, pursuant to a separate Grant Agreement administered by the State of Florida, Department of Economic Opportunity now known as the Department of Commerce, including its attachments, conditions, and referenced appendixes and including, if applicable, any future amendments, extensions, modifications or supplement (collectively the “Grant Agreement”). A copy of the current Grant Agreement is attached hereto as **Exhibit “2”** and is incorporated herein. The Architect, and any sub-contractor utilized in providing Services under this Agreement, agrees to be bound by the terms of this Agreement and the special conditions and terms of the Grant Agreement, as applicable. Therefore, the Architect shall, as needed, work with the County in the timely submission of any and all Project-related Construction Documents, Program Conditions, Work Plans, Deliverables, Special Conditions and other reports required by the Grant Agreement and the State of Florida or any other department or entity administering the Grant.
- 2.3. The Architect and the County acknowledge and agree that the County’s obligation to pay for the Services under this Agreement is contingent upon and subject to the Grant Agreement and the funding provided for by way of such Grant. The Parties acknowledge that the funds for the Grant are subject to control of the State of Florida, Department of Economic Opportunity now Department of Commerce or other State for Florida entity and may be withdrawn, encumbered, or removed or otherwise made unavailable, whether awarded or promised. This Parties agree that this Agreement is not a commitment of future appropriations. After the effective date of this Agreement, the County will issue a written notice to proceed for the Services to the Architect. The County shall not issue the Notice to Proceed until which time the grant funds have been awarded or notice of funding availability has been given to the County by the State of Florida.. The Architect shall not start work or providing Services on the Project named herein without first receiving a written notice to proceed from Alachua County Facilities Management Director or his designee.

3. Term: This Agreement is effective upon execution by the Parties hereto (“effective date”) and continues until all Services for the Project are completed, or until this Agreement is terminated as provided for herein.

4. Representation and Warranties: By executing this Agreement, the Architect makes the following express representations and warranties to the County:

- 4.1. The Architect is a licensed Architect in the State of Florida and with all public entities having

jurisdiction over the Architect and the Services to be provided by the Architect under this Agreement.

- 4.2. The Architect shall maintain the necessary licenses, permits or other authorizations necessary for the Architect to perform the Services under this Agreement until all of the Architect's Services hereunder have been fully satisfied and completed.
- 4.3. The Architects' Services under this Agreement will be consistent with the degree of care and skill exercised by reasonably prudent members of the Architect's profession who are acting in the community in which the Services are provided under similar circumstances.
- 4.4. The Architect has or will become familiar with the location of the Project, and the local conditions under which the same will be designed, constructed, and operated.
- 4.5. The Architect shall prepare the deliverables required by this Agreement including, but not limited to, Construction Documents, in such a manner that they shall be accurate, complete, fit for their intended purpose, coordinated, bid-able, buildable, constructible, generally free of errors or omissions, and comply with all applicable laws, codes and regulations.
- 4.6. All Construction Documents produced by the Architect will provide a progress approval statement requiring the signature of the County and User Group's review. As a minimum, this block should include the date, completion percent, County representation, user group representation, and comments. The County's review, approval or suggested revision to the Construction Documents shall not constitute a waiver, release, or acceptance of any error or omission in the Construction Documents and shall in no way waive or release the Architect from its duty to completely perform this Agreement.
- 4.7. The Architect agrees that the County's review, approval, or suggested revisions to the Construction Documents in no way diminishes the Architect's obligation on the deliverables.
- 4.8. All final plans and documents that are required by Florida Law to be endorsed and are prepared by Architect in connection with the Services shall bear the endorsement of a person in the full employment of the Architect or duly retained by Architect and duly licensed in the appropriate professional category.
- 4.9. The Architect understands and acknowledges that all documents and material provided with the RFP, and any addenda, are general and preliminary and that Architect shall not rely on the accuracy or completeness thereof. Architect acknowledges that its duties, hereunder, shall not be excused or discharged, in any respect, based on the incompleteness or inaccuracy of any such documents or materials.
- 4.10. **PURSUANT TO AND TO THE EXTENT PROVIDED IN SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ARCHITECT WILL NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM**

NEGLIGENCE OCCURRING WITHIN THE SCOPE OF SERVICES PROVIDED IN THIS AGREEMENT.

4.11. The Parties acknowledge that Architect may contract or otherwise retain the services of consultants, subcontractors, or other professionals (collectively, the “Consultants”) to assist it in performing any of its services under this Agreement. Architect agrees, represents, and warrants that shall include a provision in its agreements with its Consultants that the Consultants owe a duty to the County regarding the performance of Consultants’ services to Architect, and that the County is an intended third-party beneficiary of said agreement.

5. Payments:

- 5.1. For timely performance and completion of the Services in accordance with the terms and conditions of this Agreement, the County shall pay the Architect as prescribed in **Exhibit 3, Payment Schedule**, which is attached hereto and made part hereof.
- 5.2. As a condition precedent to the County’s obligation to make any payment under this Agreement, the Architect shall submit, invoices to the County, in an agreed upon schedule corresponding with the phases of the Project, requesting payment for Services properly rendered and expenses due. The Architect's invoice shall describe with reasonable particularity each Service rendered, the date thereof, [the time expended, if billed by the hour,] and the person(s) rendering such Service. The Architect's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for Services rendered by Architect, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Architect's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, , and that the amount requested is currently due and owing, there being no reason known to the Architect that payment of any portion thereof should be withheld. Submission of the Architect’s invoice for final payment shall further constitute the Architect's representation to the County that, upon receipt by the Architect of the amount invoiced, all obligations of the Architect to others, including its consultants, incurred in connection with the Project, will be paid in full.
- 5.3. Pursuant to FS §287.055(5), as may be applicable, Professional by execution of this Agreement certifies, covenants, and warrants that the wage rates and other factual unit costs supporting the compensation stated in the Payment Schedule attached hereto and for these Services, are accurate, complete and current at this time of this contracting. Professional further agrees that the contract price and any additions thereto will be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within 1 year following the end of the contract. For purposes of this Agreement, the end of the contract shall be the date of final billing or the acceptance of Services for a project by the County, whichever is later.
- 5.4. The County shall make payment to the Architect, of all sums properly invoiced under the Agreement, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt

Payment Act), Florida Statutes.

- 5.5. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board") and the funding provided from the State of Florida and the named Grant. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes and the Grant, and the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- 5.6. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. Architect's Personnel:

- 6.1. The Architect will designate an employee, in writing, to serve as Architect's representative (hereinafter referred to as the "Representative") and will notify the County of the Representative's name and contact information. The designated Representative will be authorized and responsible to act on behalf of the Architect under this Agreement. Architect agrees that the Representative shall devote whatever time is required to satisfactorily manage, perform and complete the Services to be provided by Architect hereunder. Further, Architect agrees that it will notify the County prior to any removal or modification in who is the designated Representative.
- 6.2. Architect agrees that its employees, senior staff, sub-consultants, and subcontractors, who will perform any Services for the Project are subject to the County's reasonable approval. Attached hereto as **Exhibit "4"** is a listing of the Architect's staff who have been proposed to be assigned to the Project Amendments to the listing in **Exhibit "4"** do not require an amendment to this Agreement by the Parties. Architect agrees, within fourteen (14) calendar days of receipt of a written request from the County Manager or designee, to promptly remove and replace the Representative, or any other named personnel employed or retained by Architect, or any subconsultants or subcontractors engaged by Architect to provide and perform Services, whom County requests in writing to be removed from the Project, which request may be made by County with or without cause.
- 6.3. Architect agrees not to divulge, furnish or make available to any person, firm or organization, without County's prior written consent, or unless incident to the proper performance of Architect's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by Architect hereunder, and Architect shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this Paragraph.
- 6.4. The County may have one or more representatives visit the site of the Project from time to time, or on a full-time basis, as the construction progresses. The Architect shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve the Architect from any of its services or obligations hereunder.

7. **Grant Requirements and Additional Clauses:** As referenced in paragraph 2 above, this Project is funded by way of a Grant Agreement, as may be amended, and its Special Conditions. The Architect shall also comply with the federal contract clauses provisions, as applicable, included in Appendix II to 2 CFR part 200 and those required under the Grant Agreement terms. Additionally, the Architect shall comply with the following requirements and laws:
- 7.1.1. This Project is covered under the requirements of Section 3 of the HUD Act of 1968, as amended. 12 U.S.C 1701u (section 3).
 - 7.1.2. The Parties agree to comply with HUD's regulation 24 C.F.R part 75 and agree that they are under no contractual or other impediments that would prevent them from complying with part 75.
 - 7.1.3. Title VI of the Civil Rights Act of 1964; Section 109 of the Housing and Community Development Act of 1974, Title 1.
 - 7.1.4. Title VII of the Civil Rights Act of 1968 (Fair Housing Act); Section 104(b)(2) of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973 as amended.
 - 7.1.5. Title II of the Americans with Disabilities Act of 1990 (ADA); and the Architectural Barriers Act of 1968.
8. **Services, Obligations, and Responsibilities of the Architect Before Construction:** The Architect shall have and perform the following duties, obligations and responsibilities to the County for the Project, including, but not limited to:
- 8.1. **Arts and Public Places** - The Architect shall participate, as required, in future coordination of Alachua County Art in Public Places requirements in buildings designed under this Agreement.
 - 8.2. **Meeting Protocols** -
 - 8.2.1. The Architect shall attend meetings as required by the County, however, limited to a number of meetings by phase as defined herein:
 - a) Schematic Design (SD) two meetings, one for the Preliminary Design and One for the Schematic Design;
 - b) Design Development (DD) two meetings;
 - c) Construction Documents (CD) three meetings;
 - d) Construction Administration (CA) two meetings;
 - 8.2.2. The Architect shall not have any direct or indirect contractual relationship with any officer, or employee, of the County that will conflict with his ability to perform the services hereunder. All personnel assigned to the services shall be fully qualified and all facilities employed shall be adequate for the services required.
 - 8.2.3. Attend all meetings and conferences as arranged and required by the County during the progress of the services hereunder to establish design concepts, review preliminary and final reports, secure agreement upon comprehensive and detailed basis of design, and discuss any other matters relating to the services.
 - 8.2.4. Provide the County with meeting minutes to confirm and record the understandings and agreements resulting from meetings and conferences.
 - 8.3. **Energy and Environmental Design** – The Architect shall design elements into the Project necessary to achieve, at a minimum, the energy efficiency required by the Florida Building Code, Energy Element Objectives 2.2 and 5.2 of the *Alachua County Comprehensive Plan 2019-2040* or any additional energy efficiencies requested by the County and mutually agreed to between the

County and Architect. The Architect shall coordinate with the County's Energy Behavior Consultant, Cenergistic, to allow for their review of applicable plans, particularly HVAC designs.

- 8.4. **Project Testing Services** – The Architect shall be responsible for identifying, procuring and evaluating all design phase Project testing necessary for the Architect to design the Project. The Architect shall also identify the Project testing services that it determines to be appropriate and advisable to be performed during the construction phase of the Project, and the Architect will include such testing requirements in the Construction Documents. The Architect shall prepare scopes of services, including preliminary testing parameters for geotechnical work, soil borings, and load tests for soil bearing capacity, to assist the County in securing all necessary construction phase project testing and the evaluation of such test results.
- 8.5. **Project Approval Services** – As required for the Project, the Architect shall be responsible for preparing, submitting, and obtaining all permits and approvals necessary for the Project, except for the building permits because they are the responsibility of the Contractor.
- 8.6. Upon completion of each phase of the design process (*i.e.*, Schematic Design, Design Development, 50% Construction Documents and 100% Construction Documents) the County shall request that the County Staff assigned to the project review the design deliverable prepared by the Architect.

9. Schematic Design:

- 9.1. Prior to the preparation of the Schematic Design, the Architect shall first consult in detail with the County and shall carefully examine any information provided by the County, concerning the County's purposes, concepts, desires, and requirements (the "County's Criteria"), including but not limited to: any design, construction, scheduling, budgetary or operational Project needs, restrictions, or requirements.
- 9.2. The Architect will collaborate with County staff and develop an estimated total project cost (the "Project Budget") including site development and improvements costs, emergency generator power to operate all security and essential functions, facility system, furnishing and equipment.
- 9.3. The Architect will conduct a series of meetings with the County to develop a program assessment for the Project. Following such examination, the Architect shall prepare and submit to the County a written report detailing the Architect's Schematic Design and understanding of the County's Criteria and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations that may result from the County's Criteria. The written report of the Architect shall also include proposed solutions, if appropriate, addressing each of such identified problems. The quality of the Architect's work shall be consistent with the requirements of this Agreement and prevailing industry standards. The Architect shall provide, or cause to be provided, all design services and incidentals necessary to provide, perform, and complete the project.
- 9.4. The Architect shall submit a preliminary project design, in PDF or another electronic form acceptable to the County, which will be consistent with the project criteria, which shall depict the building type, size, location, dimension, and exterior view of the structure.
 - 9.4.1. The preliminary design also will include a floor plan for each room within the project with appropriate dimensions.
 - 9.4.2. The Architect shall ensure that the design, material supplies, and project methods for data and VOIP phone cabling, wiring, conduit, wall plates, patch panels, and closet hardware meet current industry codes and standards as well as any County specific standards.

- 9.4.3. The Architect shall provide the County with an evaluation of all major materials, including green products, which will be used in the construction and operation of the building. As a minimum, the evaluation shall include energy-saving opportunities, daylight harvesting, a list of green products, possible use of certified woods and products, recyclables, material and equipment life cycle, durability, water savings, maintenance, transportation impact if any, accessibility and availability of long-lead items, reuse/disposal of products and materials that be locally purchased.
 - 9.4.4. Advise the County as to the necessity of all specialized services required for the project, such as survey and subsurface investigation, and act as the County's architectural and engineering representative in connection therewith.
 - 9.5. Based on the County's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the County's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- 10. Design Development:** After reviewing the Schematic Design and Schematic Design Estimate with the County and agreeing upon any proposed solution to identified problems resulting from the County's Criteria, the Architect prepare and submit to the County the Design Development for the Project in PDF format. The Design Development shall be consistent with the County's Criteria, and shall include the following:
- 10.1. Design Development plans which depict as appropriate each of the basic aspects of the Project including, but not limited to, the size, location and dimensions of each structure; and
 - 10.2. Design Development plans which depict each exterior view of each structure; and
 - 10.3. A floor plan for each room within the Project and the dimensions thereof; and
 - 10.4. Written Outline specifications, together with Design Development plans, if and as necessary or useful to the County, of the architectural, electrical, mechanical, structural and, if relevant, other systems to be incorporated in the Project; and
 - 10.5. A written description of the equipment and materials to be specified for the Project and the location of the same strong consideration shall be given to material and equipment quality as Green and or sustainable products; and
 - 10.6. Any other documents or things necessary, or appropriate, to describe and depict the Design Development and the conformity of same with the County's Criteria (as, and if, modified as set forth above) for the Project; and
 - 10.7. Assist the County in creating an Owner's Direct Purchase list of materials and review and reconcile bid savings with the County.
 - 10.8. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project; and
 - 10.9. The Architect shall review cost estimates and revise designs at no cost to the County; and
 - 10.10. Upon completion of the Preliminary Design, the Architect shall submit to the County in writing, an opinion of probable cost for constructing the Project in accordance with the Design Development documents.

11. Construction Documents:

- 11.1. Upon written direction from the County, after reviewing with the County the Design Development

documents, and after incorporating any changes or alterations authorized by the County with respect to the Design Development documents or with respect to the County's Criteria, the Architect shall draft and electronically submit to the County signed and sealed sets of the Construction Documents in a format acceptable to the County.

- 11.2. The Architect shall prepare the Construction Documents for bid-ability, constructability and fitness for their intended purpose. The information provided in the Contract Documents must be sufficiently described in order for the County to formulate bid documents for the completion of the Work in the Construction Documents.
- 11.3. The Construction Documents must provide sufficient information to enable the Contractor to actually build the project and complete it within the time frame required by the Project Schedule. The Construction Documents shall include, but shall not necessarily be limited to, plans and specifications which describe with specificity the architectural, structural, mechanical, and electrical systems, elements, details, components, materials, equipment, and other information necessary for construction.
- 11.4. The Construction Documents shall be accurate, complete, fit for their intended purpose, coordinated, bid-able, buildable, and constructible, and comply with all applicable laws, codes, and regulations. Products, equipment, and materials specified for use shall be readily available unless authorization to the contrary is given by the County.

12. Duties, Obligations, and Responsibilities During Construction Bid Process:

- 12.1. The Architect shall attend pre-bid meetings and provide clarification and preparation of any required addendums.
- 12.2. The Architect should assist in educating bidders about green building materials and systems that may be unknown to them.
- 12.3. The Architect shall, during the pre-bid conference, discuss conduct a full discussion explaining the importance of green buildings material and systems and how to contact manufacturers as many of them maybe small or new companies. The consultant should record minutes of the pre-bid conference to prevent misunderstanding later on in the project.
- 12.4. The Architect shall also provide a list of alternates and substitutions in the bidding document to allow the bid price to be adjusted to fall within the limits of the funds available to construct the project. Another use for alternates is to identify the cost of specific materials and systems in comparison to alternate products and systems.
- 12.5. The Architect shall conduct a preconstruction conference after the completion of Conformed Documents. The purpose of the conference is to establish a working understanding of the project and to discuss schedules and procedures for handling shop drawings and other submittals.
- 12.6. The Architect shall monitor the selection of all green products and ensure that direct purchases are done, if needed, in a timely manner.
- 12.7. The Architect shall jointly review all contract documents with the County and Contractor; as a minimum, include general, supplementary, and special conditions documents.

13. Duties, Obligations, and Responsibilities During Construction: During construction of the Project, and at all times relevant thereto, the Architect shall have and perform the following duties, obligations, and responsibilities:

- 13.1. The Architect shall, as contemplated herein and in the Construction Documents, but not otherwise, act on behalf, and be the agent, of the County throughout the construction of the Project. Instructions, directions, and other appropriate communications from the County to the

- Contractor shall be given to the Contractor by the Architect.
- 13.2. Upon receipt, the Architect shall carefully review and examine the Contractors Schedule of Values, together with any supporting documentation or data that the County or the Architect may require from the Contractors. The purpose of such review and examination shall be to protect the County from an unbalanced Schedule of Values that allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, or as otherwise directed by the County in writing, the Schedule of Values shall be returned to the Contractors for revision and resubmission of supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Architect shall sign the Schedule of Values thereby indicating, but not guaranteeing, its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Architect shall not sign such Schedule of Values in the absence of such belief.
 - 13.3. The Architect shall carefully observe all work performed by the Contractor no less frequently than bi-weekly or more frequently as required by the stage of construction. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Documents. In making such observations, the Architect shall protect the County by ensuring work is performed according to design and construction documents while validating a payment to the Contractor following each observation, the Architect shall submit a written field report of such observation, together with any appropriate comments or recommendations, to the County. The Architect shall maintain a record of the Contractor's Application for payment.
 - 13.4. The Architect shall initially approve, and record progress and final payments owed to the Contractor under the Construction contract with the County, predicated upon observations of the work as required herein and evaluations of the Contractor's rate of progress in light of the remaining Contract Time and shall issue to the County Approvals of Payment in such amounts. By issuing an Approval of Payment to the County, the Architect has made the inspection of the work required herein, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the Contractor work meets or exceeds the requirements of the Construction Documents, and that under the terms and conditions of the Construction Documents, the County is obligated to make payment to the Contractor for the amount approved;
 - 13.5. The issuance of an Approval for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum, or verified that the proper lien waivers/releases have been acquired from each sub-consultant.
 - 13.6. The Architect shall promptly provide appropriate interpretations as necessary for the proper execution of the work.
 - 13.7. The Architect shall advise the County in writing to reject any work of the Contractor which is

- not in compliance with the Construction Documents.
- 13.8. The Architect shall recommend inspection or re-inspection and testing or retesting of the work in accordance with the provisions of the Construction Documents whenever appropriate.
 - 13.9. The Architect shall receive shop drawings and submittals which have been pre-screened for conformance, by the Contractor and within two weeks, or less shall review, approve, or otherwise respond to the shop drawings and other submittals. Approval by the Architect of the submittal from the Contractor shall constitute the Architect's representation to the County that such submittal is in conformance with the Construction Documents.
 - 13.10. The Architect shall receive and promptly examine and advise the County concerning any written requests relating to the project from the Contractor, i.e., change orders, Request for Information (RFIs), etc. Responses to RFIs shall be provided within seven (7) calendar days or sooner, if possible. Upon request by the County, the Architect shall draft Change Order Requests, whether initiated by the County or by the Contractor and approved by the County, in accordance with the Construction Documents.
 - 13.10.1. The Architect must process all correspondence (Request for Information-RFI/Request for Payment-RFP, etc.) via electronic means.
 - 13.11. Based upon observations of the construction, and upon receiving written notification request of such from the Contractor the Architect, shall certify in writing to the County the fact and the date upon which the Contractor has achieved 50% completion, the date upon which the Contractor has achieved substantial Completion of the construction and the date upon which the Contractor has achieved Final Completion of the construction.
 - 13.12. The Architect shall verify to the best of the Architect's knowledge, information, and belief, transmission, by the Contractor to the County, of all manuals, operating instructions, as-built plans (CAD) on CD/Disk, or Flash Drive, Copy, warranties, guarantees, the release of liens, test results, certificate of occupancy and other documents and items required by the Construction Documents electronically in PDF format.
 - 13.13. The Architect shall testify in any legal proceeding, concerning the design and construction of the Project, when requested in writing by the County, and shall make available to the County any personnel or consultants employed or retained by the Architect for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or actions relating to, or arising out of, the design or construction of the Project at an hourly rate based on the attached Rate Schedule in **Exhibit "3"**, attached hereto;
 - 13.14. The Architect shall review and transmit to the County any as-built drawings furnished by the Contractor and verify that the changes were made in accordance with the County's process for making such changes.
 - 13.15. The Architect shall assist the County in preparing a list of items (Punch Lists), required to render complete, satisfactory, and acceptable the construction services required for the Contractor to complete the Project.
 - 13.16. The Architect shall, without additional compensation, promptly provide design services to correct or clarify, deficiencies, or conflicts in the work of the Architect, or its consultants, or both. Any design errors or omission discovered after the 100% construction documents should be resolved promptly by the Architect and at no cost to the County.
 - 13.17. Attend a meeting with County and Contractor sixty (60) days prior to Substantial Completion to review progress.

- 13.18. Conduct a joint review with County representative(s) (Project Coordinators) to determine if the project is substantially complete and a final inspection to determine if the project has been fully completed in substantial accordance with the contract documents and if the Contractor has fulfilled all of his obligations; thereunder, so that the Architect may recommend approval, in writing, of final payment to the Contractor.
- 13.19. Once substantial completion is achieved, the Contractor will complete the certified punch list. The Architect will conduct a walk-through inspection verifying that every item on the punch list is completed. The Architect and Contractor will perform the second project review with the Facility Manager or designee 5 business days prior to the Contractor issuing a Notice of Completion. The Architect will issue the architect's final certificate only upon completion of a satisfactory inspection by the County and Contractor.
- 13.20. Prior to the submission of requests for final payment, the Contractor and the Architect will conduct a project close-out session with County staff, ensuring that the County is satisfied with the project. As a minimum, the close-out session should include: 1) a Review of project documents; 2) an Inventory of transmittals; 3) a Review of the punch list; and 4) a Final joint site inspection, with the User Group.
- 13.21. The Architect shall meet with the County to review Operations and Maintenance training and materials.
- 13.22. Upon request of the County and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the County and the County's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the County.
- 13.23. **As-Built Drawings** – The Architect shall perform the services for review of the Contractor's as-built drawings to the County, specifically including, but not limited to the following:
 - 13.23.1. Review the coordination, observation, -cross-referencing, and performance of field surveys, as required to review and verify as-built drawings, received from the Contractor.
 - 13.23.2. Make a necessary review of red line mark-ups provided by the Contractor's documents to reflect actual facilities installed and/or constructed and return to the Contractor for correction.
 - 13.23.3. Take all steps necessary to review as-built drawings received and corrected from the Contractor within the two-month period following the date of final acceptance of the project by the County, such period includes the time required by the Contractor to prepare, check, make corrections after a review by the Architect and re-submit his as-built construction data.
- 13.24. **Project Close-out** – The Architect will assist the Contractor to ensure that the following requirements are met, as they are identified in the Contractor Contract, to the best of the Architect's knowledge, information, and belief, and that the Work complies with the requirements of the Contract Documents. The County shall request that the Contractor satisfy close-out requirements including providing the County with the following:
 - Permits and inspections, including the Certificate of Occupancy (C of O), also referred to as the Use of Occupancy (U of O) Permits;
 - Certificate of Substantial Completion;
 - Certificate of sign-off from architect, mechanical and electrical engineers, and structural and civil engineers. This will include a final inspection report from the MEP

- and structural engineer;
- Final Property survey;
- Maintenance Bond (if applicable);
- Final releases from each subcontractor and a general release from the Contractor;
- Warranties and operating and maintenance manuals (O&Ms);
- Roofing and flashing warranties;
- Joint Sealant warranties;
- Doors and hardware warranties – O&M;
- Flooring – Carpet, vinyl composition tile, sheet, ceramic, epoxy;
- Windows – aluminum, wood, vinyl, steel, O&M;
- Curtain wall and storefront work including anti-chalking of aluminum, color retention of members, air/water infiltration;
- Waste compactor and trash chute, O&M;
- Window covering;
- Toilet and bath accessories, O&M;
- Transmittal of trades, generally provided in three-ring binders;
- Plumbing and mechanical and O&M Manuals including air and water balancing reports;
- Electrical and O&M;
- Elevator & O&M;
- Data Communication;
- Data and Telephone Communication;
- Data and Telephone cabling test results;
- Attic Stock;
- Extra flooring materials;
- Extra cans of paint in various colors;
- Hardware;
- Toilet accessories;
- Sealants;
- Masonry materials – brick, concrete masonry unit (CMU);
- HVAC – spare filters, fusible links;
- Plumbing – filters, trim;
- Fire Protection – sprinkler heads, fire extinguishers;
- Electrical parts – wiring devices, fixture lenses, lamps;
- Start-up and Test Reports;
- Boilers;
- Chillers;
- Air-handling units (AHUs);
- Makeup air unit (MUAU);
- Water Treatment;
- Balance reports for air and water;
- Fireman's test report;
- Valve charts, tags, piping and equipment identification, directories;
- As-Built drawings.

14. Services, Obligation and Responsibilities of the County: The County shall have and perform the following duties, obligations and responsibilities:

- 14.1. The County shall review any Construction Documents provided by, or through, the Architect requiring the County's decision, and shall make any required decisions;
- 14.2. The County shall, at its own expense, provide full information on restrictions, furnish legal descriptions, if available, overall budget and project limitations including time, construction delivery method and any necessary survey showing physical characteristics of land, limitations, zoning, and information relating to utilities, etc., upon which the Project is situated, and any other parameters, if available, that may be applicable to the project, including, but not limited to: zoning, information related to utilities, etc.;
- 14.3. As may be mandated by law, or called for by the Construction Documents, the County shall, at its own expense, provide for all required testing, inspections (except for those inspections expressly required of the Architect herein), filings, studies, or reports;
- 14.4. In the event, the County learns of any failure to comply with the Construction Documents by the Contractor, or any errors, omissions, or inconsistencies in the work product of the Architect, and in the further event that the Architect does not have notice of same, the County shall provide written notice to the Architect;
- 14.5. The County shall afford the Architect access to the Project site and to the Work as may be reasonably necessary to properly perform the services under this Agreement;
- 14.6. The County shall perform its duties set forth in this Section in a timely manner;
- 14.7. The County's review of any documents prepared by the Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the County's Criteria, as, and if, modified. No review of such documents shall relieve the Architect of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product or any other of its responsibilities under this Agreement;
- 14.8. The County shall have the right to visit the offices of the Architect, and its professional sub-consultants, and/or subcontractors, for inspection of any original tracings, plans, drawings, specifications, maps, evaluations, reports, notes, computer files, photographs, videotapes, technical data, test results, field books, and other related materials at any time during normal business hours;
- 14.9. Designate a representative authorized to act for the County;
- 14.10. The County must review documents with the Architect and render an approval/disapproval, in a timely manner;
- 14.11. All correspondence involving the Project should be done with a transmittal document;
- 14.12. Make all payments to the Architect, as required per the Agreement;
- 14.13. The County will cooperate with the Architect when the Architect makes recommendations to adjust the project size, scope, quality or budget in an effort to comply with the County's budget;
- 14.14. In accordance with **Exhibit 3**, attached hereto, the County will reimburse the Architect, for the following services, upon pre-approval; Geotechnical Engineering services, Surveying Services, Environmental Studies, Soil Exploration, Material Testing, Traffic Studies, Permit Fees, Easements, Approval Fees, Regulatory Fees, Land Planning Services, and Assessments that are not the Architect or Contractor responsibility under the Construction Documents.

15. Disposition of Construction Documents:

- 15.1. The Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory, and other reserved rights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- 15.2. All documents, tracings, plans, specifications, maps, evaluations, reports, technical data, and computer application code (collectively, "Instruments of Service"), other than working papers prepared or obtained under this Agreement, are the property of the County without restriction or limitation of use for this Project for the life of the facilities designed and constructed as part of the Project, and may be reproduced, used and published by the County for all purposes related to the Project, including but not limited to the permitting, construction, operation, maintenance, altering, repairing, remodeling and adding to the facilities designed and constructed as part of the Project.
- 15.3. The County may use the Instruments of Service solely and exclusively for purposes of permitting, constructing, operating, maintaining, altering, repairing, remodeling, and adding to, the Project.
- 15.4. The County may allow Contractors, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the County's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established by the County, solely and exclusively for use in performing services or construction for this Project.
- 15.5. Architect shall make any patentable product or result of the Services and all information, design, specifications, know-how, data, and findings available to the County without cost to the County. No material prepared in connection with this Project will be subject to copyright by Architect, all such copyrights being the property of the County. The County shall have the right to publish, distribute, disclose, and otherwise use any material prepared by or for Architect with respect to this Agreement. Any use of material or patents obtained by the County under this Agreement for any purpose not associated with the Project, completed by Architect shall be at the risk of the County. In the County's discretion, whenever any renderings, photographs of renderings, photographs of models or photographs of the Court Services Support Building are released by the County for publicity, proper credit may be given to the Architect, provided the giving of such credit is without cost to the County.
- 15.6. If the Architect is terminated or is not allowed to complete all the Services called for by this Agreement through no fault of its own or through an assignment of this Agreement to a Purchaser, the Architect shall not be held responsible for the accuracy, completeness or constructability of the Instruments of Service prepared by the Architect if used, changed or completed by the County or by another party. Furthermore, if the County decides to complete the project through the use of another Architect and uses the Instruments of Service, County agrees to the following conditions:
 - a. The Architect will remove its name from the Construction Documents;
 - b. County waives and indemnifies all claims against the Architect related to the use of the incomplete Instruments of Service;
 - c. All invoices due to the Architect must be paid in full; and
 - d. This Article 16 shall survive the expiration or termination of this Agreement.

16. Securing Agreement/Public Entity Crimes:

- 16.1. The Architect warrants that the Architect has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement and that the Architect has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, the Architect shall sign and deliver to the County Truth-In-Negotiation Certificate attached hereto and made a part hereof as **Exhibit 7**. The Architect's compensation shall be adjusted to modify any sums by which the County determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 16.2. By its execution of this Agreement, the Architect acknowledges that it has been informed by the County of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contract, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

17. ALACHUA COUNTY MINIMUM WAGE:

- 17.1. The Service to be performed under this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors/professionals and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in the Procurement Code, are those employees directly involved in providing covered services pursuant to this Agreement.
- 17.2. The Architect shall provide certification, the form of which is attached hereto as **Exhibit "5"**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 17.3. The Architect shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Architect is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 17.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 17.5. The Architect will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Architect and subcontractor.

18. PROJECT RECORDS: In accordance with §119.0701, Florida Statutes, Architect, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Professional does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Architect fails to comply with this section, Architect will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Architect who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statutes, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Architect will take reasonable measures to protect, secure and maintain any data held by Architect in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Architect suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Architect shall immediately notify the County in writing and will work, at Architect's expense, to prevent or stop the data breach.

19. Notice: Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered five(5) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

Architect: Brame Heck Architects Inc.
 606 N.E. 1st Street
 Gainesville, FL 32601

County: Alachua County Housing Programs

Attn: Housing Program Manager
218 SE 24th Street
Gainesville, FL 32601

And copy to:

Alachua County Facilities Management
Attn: Facilities Director
915 SE 5th Street
Gainesville, FL 32601

Clerk of the Court, Attn: Finance and Accounting, dmw@alachuaclerk.org
Procurement Division, Attn: Contracts, Procurement@alachuacounty.us

20. Termination:

- 20.1. The failure of the Architect to comply with any provision of this Agreement will place the Architect in default. Prior to terminating the Agreement, the County will notify the Architect in writing of the default. This notification will make specific reference to the provision which gave rise to the default. The County will give the Architect seven (7) days to cure the default. The Director of Facilities Management is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Architect. The effective date of termination will be that stated within the final termination notice, or if silent then 30 days from the date of the termination notice.
- 20.2. The County may terminate the Agreement without cause by first providing at least ten (10) days' written notice to the Architect prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, the Architect will immediately discontinue all Services (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been created or accumulated by the Architect in performing this Agreement, whether completed or in process upon receipt of payment for all services performed up to the date of termination. In the event of such termination for convenience, Architect's recovery against County shall be limited to that portion of the Architect's fee earned through the date of termination, but the Architect shall not be entitled to any other or further recovery against County, including, but not limited to: damages, consequential or special damages, or any anticipated fees or profit on portions of the Services or Additional Services not yet performed.
- 20.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Architect. The County will be the final authority as to the availability of funds. Funds for the purpose of this Agreement may be funds of the County, funds provided to the County from the State for the Project, or the Grant funding. The County will pay the Architect for all work completed to the satisfaction of the County prior to any notice of termination.

- 21. Dispute Resolution:** Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the Parties, the Parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and

prior to the commencement of depositions in any litigation between the parties with respect to the Project, the Parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other Party may request a court of law to order mediation under Florida Statutes Section 44.102.

- 22. Insurance:** The Architect will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amount detailed in **Exhibit 6**. A copy of a current Certificate of Insurance (COI) showing coverage of the types and in the amounts required is attached hereto as **Exhibit 6-A**.
- 23. Record Retention and Audit Rights:** Architect shall keep all books, records, files, plans, drawings, and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as "Records") for a minimum of ten (10) years from the date of expiration or termination of this Agreement or for a period of six (6) years from the date of final closeout of the CDBG-CV program year from which the Grant Agreement was awarded, whichever date is later. Architect shall make such Records available to the County upon request. The County reserves the right to require the Architect to submit to an audit, by any auditor of the County's choosing. Architect shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Architect shall retain all records pertaining to this Agreement, including all electronically stored item, and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. The Architect agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Architect to the County, the Architect shall pay to the County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Architect's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, the Architect shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Architect. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Architect whether under this Agreement and any other agreement between Architect and County. If such amounts owed to Architect are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Architect hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Architect. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Architect in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

Due to the funding from the Grant Agreement, the Architect shall allow access to its records for the Services provided for the County under this Agreement at reasonable times to representatives of Department of Economic Opportunity now known as the Department of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program

Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. Reasonable shall ordinary mean during normal business hours of 8:00am to 5:00pm, local time, Monday through Friday.

- 24. U.S. Department of Homeland Security E-Verify System:** Pursuant to F.S. §448.095, Architect shall register with and use the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees of the Architect during the term of the Agreement. Architect shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the Architect (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.
- 25. Interest in Government Contracting:** In accordance with F.S. §287.05701, Alachua County, including any members of a selection committee utilized by the County, will not (a) give preference to a Vendor based on the Vendor’s social, political or ideological interests, and (b) request documentation of or consider a Vendor’s social, political, or ideological interests when determining if the Vendor is a responsible vendor.
- 26. Laws and Regulations:** The Architect will comply with applicable laws, ordinances, regulations, and building code requirements applicable to the Services required by this Agreement. The Architect is presumed to be familiar with all federal, state, and local laws, ordinances, code rules, and regulations.
- 27. Indemnification:** The Architect agrees to indemnify and hold harmless Alachua County, and its commissioners, officers, and employees (collectively the “County”), from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, but only to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect and other persons employed or utilized by the Architect in the performance of this Agreement. Architect agrees that indemnification of the County shall extend to any and all work performed by the Architect, its subcontractors, employees, agents, servants or assigns. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or the limits of liability of §768.28, Florida Statutes.

The Architect shall hold State of Florida, Department of Economic Opportunity now known as Department of Commerce and Alachua County harmless against all claims, whatever the nature, arising out of the Architect’s performance of work and Services under this Agreement. The Architect shall ensure that any sub-contractors utilized for completion of work under his Agreement will also hold State of Florida, Department of Economic Opportunity now known as Department of Commerce and Alachua County harmless.

- 28. Assignment:** Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party.
- 29. Successor and Assigns:** The County and Architect each bind the other and their representatives in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
- 30. Collusion:** By signing this Agreement, the Architect declares that this Agreement is made without any previous contract or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any collusion or fraud.
- 31. Conflict of Interest:** The Architect warrants that it, or any of its employees, have any financial or

personal interest that conflicts with the execution of this Agreement. The Architect shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

- 32. Prohibition Against Contingent Fees:** The Architect warrants that he or she has not employed or retained any company or person, other than a bona fide employee, working solely for the Architect, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Should it be determined that Architect has violated the above stipulation, the County has the right to terminate this Agreement without liability and, at its discretion, to deduct from any amounts due to the Architect, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 33. Third Party Beneficiaries:** This Agreement does not create any relationship with, or any rights in favor of, any third party.
- 34. Severability and Ambiguity:** It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.
- 35. Non Waiver:** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- 36. Governing Law and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. The sole and exclusive venue for any action arising under this Agreement shall be in Alachua County, Florida. **WAIVER OF RIGHT TO JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ARCHITECT AND COUNTY HEREBY ACKNOWLEDGE AND AGREE THAT ANY AND ALL CLAIMS ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY ARE MATTERS WHICH, IF ADJUDICATED, SHOULD BE ADJUDICATED BY A COURT WITHOUT A JURY. THEREFORE, THE PARTIES HEREBY WAIVE A TRIAL BY A JURY. NEITHER THE COUNTY NOR ARCHITECT OR ANY SUCCESSOR THEREOF SHALL SEEK A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (WHETHER AT LAW OR IN EQUITY, WHETHER DIRECT OR COLLATERAL, WHETHER IN CONTRACT OR IN TORT) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. NEITHER THE COUNTY NOR ARCHITECT SHALL SEEK TO CONSOLIDATE ANY ACTION OR PROCEEDING IN WHICH TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER ACTION OR PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH CANNOT BE AND HAVE NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES AND THEIR RESPECTIVE ATTORNEYS AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO**

NO EXCEPTIONS. THE COUNTY AND ARCHITECT ACKNOWLEDGE AND AGREE THAT NO ONE, INCLUDING, WITHOUT LIMITATION, THE COUNTY'S AGENTS OR CONSULTANTS, HAS REPRESENTED THAT THE PROVISIONS OF THIS PARAGRAPH OR OF ANY OTHER PARAGRAPH OF THIS AGREEMENT WILL NOT BE FULLY ENFORCED.

37. **Amendments**: The Agreement shall only be amended by written agreement that is executed by both Parties.
38. **Captions and Sections Heading**: Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
39. **Construction**: This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties.
40. **Counterparts**: This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.
41. **Entire Agreement**: This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
42. **Additional Services**: In the event that the County desires Architect to perform additional services regarding the Project that are not specifically contained in the Scope of Services, the Parties may enter into an amendment to this Agreement, to provide for the provision of such Additional Services by Architect. All such Additional Services shall be furnished at the rates set forth in **Exhibit 3**, unless otherwise agreed to in the amendment. The Architect shall not proceed to provide such Additional Services until the Architect receives the County's written authorization.
43. **Marketing and Publicity**: The Architect may use information pertaining to the work done with the County in its advertising or promotional materials. Such use must be coordinated with, and approved in advance by, the Alachua County Communications Office in writing (e-mail will constitute writing for this purpose)
44. **Electronic Signatures**: The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the world wide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair
Board of County Commissioners
Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

ARCHITECT

DocuSigned by:
Mick Richmond
By: _____
Print: 6E41E27634B2453 MICK RICHMOND
Title: President
Date: 12/8/2023

IF THE ARCHITECT IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope of Services

1. **General Requirements:** The Architect shall provide the following Services, including, but not limited to:
 - 1.1. Review the County's Opinion of Probable Project Cost and provide adjustments if necessary
 - 1.2. The Architect, in collaboration with the County, shall develop a program setting forth all Project requirements, goals, and objectives.
 - 1.3. All architectural, site evaluation, engineering, and planning services to design
 - 1.4. Architectural and engineering services include structural, mechanical, and electrical engineering, programming, civil traffic, cost estimating, geotechnical, landscape and irrigation design, interior design, signage and graphics, and security design. These services will specifically include the preparation of construction documents and technical specifications.
 - 1.5. Attend all scheduled meetings and conferences required by the County in the administration of the agreement in accordance with Paragraph 2.F of the Agreement. Additional meetings with other agencies as deemed necessary by the County.
 - 1.6. Maintain written minutes in such a manner as to record the agreements and understandings resulting from meetings, conferences and discussions.
 - 1.7. Provide schedules indicating start/completion dates for the overall design project and for shorter term detailed information, as requested by the County.
 - 1.8. Maintain oversight of the work ensuring that contractors perform in accordance with the terms, conditions, and project specifications.
 - 1.9. Maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
 - 1.10. Ensure that the work and disposal of materials are following the Solid Waste Disposal Act.
 - 1.11. Assist in conducting a grant management workshop with all participants.
 - 1.12. In accordance with the Grant Agreement at Exhibit 2, coordinate with the County in the

design, development of any/all project-related documents, and seek State approval when required

1.13. Assist in developing a project schedule and submittal

1.14. Assist in the bidding and contractor selection process ensuring that all local, State and Federal laws are adhered to.

1.15. Observe work ensuring that the work is performed according to the design and construction documents.

1.16. Reviewing and approval of all applications for payment/s ensuring that proper documentation/s is maintained and all expenditures are recorded

1.17. Coordinate, verify, and submit all required documents to the County and its Consultants, and to State of Florida (as required pursuant to the Grant) in a timely manner ensuring that the terms of the grant are satisfied.

1.18. Coordinate with the County in making a direct purchase of high dollar and long lead items, such as chillers, HVAC units, roofing material, steel, etc.

1.19. The Architect shall work to:

1.19.1. Maximize durability.

1.19.2. Maximize energy efficiency

1.19.3. Maximize future recyclables.

1.19.4. Maximize maintainability.

1.19.5. Maximize recycled content

1.19.6. Maximize use of local and regional materials.

1.19.7. Minimize embodied energy. Promote the highest and best use of a material to avoid wasting its embodied energy

1.19.8. Minimize use of hazardous natural chemicals (asbestos, lead etc.

1.19.9. Minimize use of synthetic chemicals.

- 1.20. Assist the County by furnishing the necessary design data for all necessary documents required by the City, County, State or Federal Grants, approvals or permits
- 1.21. Ensure that all plans including construction documents meet the latest Florida Accessibility Code and Florida Building Codes
- 1.22. Examine site utility characteristics including water distribution, wastewater collection to accommodate additional flows, electrical distribution, and stormwater. Any budgetary impact must be immediately reported to the County
- 1.23. Review the Environmental Assessment of the site provided by the County to proper remediation measures are represented in the construction documents

2. Specific Project Requirements:

- 2.1. Site development and improvements
- 2.2. Drainage
- 2.3. Improvements to building envelopes
- 2.4. Roof Replacements
- 2.5. Exterior siding improvements
- 2.6. Replace single pane with double pane windows
- 2.7. Replace old doors with new metal doors
- 2.8. Improvements to interior
- 2.9. Replace flooring
- 2.10. Each unit will require the installation of partition walls and doors separating living from bedroom space
- 2.11. Minor repairs to existing walls and ceilings
- 2.12. Mechanical, Electrical and Plumbing (MEP)
- 2.13. Replace old and inefficient window style air conditioners units with new units

- 2.14. Examine existing electrical system and determine if upgrades are necessary.
- 2.15. Examine the electrical system for a backup power source
- 2.16. Replace old toilets and sinks
- 2.17. Replace showers, mixing valves, and accessories in restrooms
- 2.18. Remove old lighting in the ceiling and install LED lighting
- 2.19. Examine sanitary sewer systems for waste management
- 2.20. Lead base paint and asbestos mediation
- 2.21. Life Safety
- 2.22. Install a new sprinkler system, fire hydrant, and alarm system etc.
- 2.23. ADA Upgrades
- 2.24. Converting four existing units to meet ADA requirements
- 2.25. Sidewalks and parking etc.
- 2.26. Specify motorized gate and supporting fence
- 2.27. Specify required security cameras
- 2.28. Coordinate with the County on the on the development of specifications for a new Residential Development Center which will be a 1400 sq. ft engineered building
- 2.29. Site Prep and improvement
- 2.30. Utility connections
- 2.31. Alternate #1 Backup generator for critical power
- 2.32. Provide overall construction administration services
- 2.33. Perform Project Close functions
- 2.34. Post Project Requirements

2.35. Perform warranties inspections

Exhibit 2: Grant Agreement

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DEO AGREEMENT ROUTING REVIEW FORM						TRC
1. Agreement Manager: <u>Vincent Aguirre</u> Program Area (Division): <u>Community Development</u> Phone No.: <u>850-717-8417</u>						
<input checked="" type="checkbox"/> Financial (If Financial, Complete <u>All</u> Sections) Non-Financial (If Non-Financial, Complete Sections 1-4, 8, and 22)						
2. Agreement Type: <input checked="" type="checkbox"/> Original Agreement Renewal Number: _____ Amendment Number: _____ If more than one funding source, show each source with amount of funds and Expansion Option (EO) and Version. If the contract will cross fiscal years, please indicate the amount that will be encumbered in the current fiscal year. If additional space is required, please attach a separate sheet.						
3. Department Agreement # <u>22CV-S25</u>	4. Begin Date <u>3/1/2022</u>	End Date <u>9/30/2023</u>	Revised End Date	5. Grant # <u>DBF20</u>	Mod. #	
6. CFDA # <u>14.228</u>	CSFA #	7. Contract/Grant Total <u>\$4,000,781.54</u>	Increase \$	(Decrease) (\$)	Revised Contract/Grant Total \$ 4,000,781.54	
8. Entity Name/Vendor ID #/Address/Phone # <u>Alachua County, Florida</u> <u>218 SE 24th Street, Gainesville, Florida 32601</u> <u>FEID: #59-6033995</u>			9. Method of Payment <input checked="" type="checkbox"/> Cost Reimbursement Fixed Price or Fixed Rate Other: (please specify)		10. Vendor Determination Form Received? Yes <input checked="" type="checkbox"/> No	
11. FLAIR Fund Code <u>20-2-261006</u>	12. FLAIR Object Code(s) <u>710011</u>	13. Budget Entity <u>40300200</u>	14. FLAIR Organization Code(s) <u>40304000000</u>	15. Appropriation Category <u>100190-00</u>		
16. Expansion Option/Version	17. OCA	18. FCO Year	19. FLAIR Account Code (29-digits) <u>40-20-2-261006-40300200-00-100190-00</u>			
20. Method of Procurement Type: REA Solicitation #: Award Date/Notification <u>4/22/2022</u>		21. Service Type	22. Agreement Type Vendor Contract <input checked="" type="checkbox"/> Recipient/Subrecipient Other: (please specify)		23. State Funded Project? Yes <input checked="" type="checkbox"/> No	
ADMINISTRATIVE REVIEW						
PRE-EXECUTION PHASE (DocuSign)			EXECUTION PHASE			
Agreement Manager: <u>Vincent Aguirre</u> DocuSigned by: <u>Vincent Aguirre</u> 9/6/2022			Office of the General Counsel: <u>Ashanti Breeden</u> DocuSigned by: <u>Ashanti Breeden</u> 3/7/2023			DS TRC
Contracts and Grants Administration: <u>Ramona Turner</u> DocuSigned by: <u>Ramona Turner</u> 9/23/2022			Chief Financial Officer (If Applicable): <u>Allcyce Moriak</u> DocuSigned by: <u>Allcyce Moriak</u> 3/17/2023			DS CW
Revenue Management: <u>Karen Lyons</u> DocuSigned by: <u>Karen Lyons</u> 9/26/2022			Chief of Staff (If Applicable): <u>Adam Callaway</u> DocuSigned by: <u>Adam Callaway</u> 3/18/2023			
Buyer/Chief Manager: <u>Pam Portwood</u> DocuSigned by: <u>Pam Portwood</u> 9/27/2022			Delegation of Authority (If Applicable): <u>Meredith Ivey</u> DocuSigned by: <u>Meredith Ivey</u> 3/23/2023			
Deputy Division Director (If Applicable): <u>Kate Doyle</u> 10/3/2022						
Chief Financial Officer (If Applicable): <u>Allcyce Moriak</u> DocuSigned by: <u>Allcyce Moriak</u> 10/5/2022						DS CW
Chief of Staff (If Applicable): <u>Meredith Ivey</u> DocuSigned by: <u>Meredith Ivey</u> 10/11/2022						
Secretary (If Applicable): <u>Dane Eagle</u> DocuSigned by: <u>Dane Eagle</u> 10/21/2022						
DEO-PUR100 (Revised - 06/01/2017)						

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COMMENTS (If Applicable)

Agreement Manager

Contracts and Grants Administration

Revenue Management

Please update grant # to DCF20 for CDBG-CV.

Bureau Chief

Deputy Division Director

Deputy Secretary

Chief Financial Officer

Chief of Staff

Secretary

DEO-PUR100 (Revised - 06/01/2017)

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

Executive Briefing Template

Issue Title: Alachua County has been awarded \$4,000,781.54 under the CARES Act Small Cities CDBG-CV Program – #H2500																	
Originating Office/Division: Small Cities Community Development Block Grant	Preparer: Blake Rockwood	Date: 7/21/22															
Action Requested: Chief of Staff's approval of subgrant agreement relative to DEO's recent award of funds.																	
Issue Summary: DEO awarded Alachua County has been awarded \$4,000,781.54 under the CARES Act Small Cities CDBG-CV Program. The subgrant agreement is being routed for review and approval by the Chief of Staff																	
Florida Statute: 290.046	Lobbyist:																
Issue Start Date: 3/1/2022	Due Date: As soon as possible.																
External Partners:	Cost: \$4,000,781.54																
Inform: WFS: <input type="checkbox"/> DCD: <input checked="" type="checkbox"/> SBD: <input type="checkbox"/> F&A: <input type="checkbox"/> IT: <input type="checkbox"/> InfoSec: <input type="checkbox"/> Comms: <input type="checkbox"/> Leg: <input type="checkbox"/> OGC: <input type="checkbox"/> OIG: <input type="checkbox"/> D.CoS: <input type="checkbox"/> CoS: <input type="checkbox"/> Dir: <input type="checkbox"/> OPB: <input type="checkbox"/> EoG: <input type="checkbox"/>																	
Background: <p>The State of Florida was allocated over \$90 million by the U.S. Department of Housing and Urban Development (HUD) for the CDBG-CV program. Units of local government participated in a competitive application process to receive CDBG-CV funding. Programs funded through the CDBG-CV program must meet one of the three "national objectives" established by HUD: primarily benefitting low- to moderate-income individuals, addressing slum or blight, or meeting an urgent need within a community.</p>	Relevant Data: <p>Alachua County was awarded \$4,000,781.54 in CDBG-CV funds to convert a thirty-six room motel into housing for the homeless.</p> <p>In addition to the DEO funds, the County is providing \$92,470 in leverage for the project.</p> <p>The funded activities comply with the U.S. Department of Housing and Urban Development's limited clientele National Objective as it will provide shelter for homeless persons.</p> <p>Agreement Period: 3/1/2022 – 9/30/2023.</p>																
<table border="1"> <thead> <tr> <th>Budget</th> <th>CDBG</th> <th>Local</th> </tr> </thead> <tbody> <tr> <td>Administration</td> <td>\$79,200.00</td> <td>\$0</td> </tr> <tr> <td>Engineering</td> <td>\$320,062.53</td> <td>\$7,397.60</td> </tr> <tr> <td>Construction</td> <td>\$3,601,519.01</td> <td>\$85,072.73</td> </tr> <tr> <td>Totals</td> <td>\$4,000,781.54</td> <td>\$92,470.33</td> </tr> </tbody> </table>			Budget	CDBG	Local	Administration	\$79,200.00	\$0	Engineering	\$320,062.53	\$7,397.60	Construction	\$3,601,519.01	\$85,072.73	Totals	\$4,000,781.54	\$92,470.33
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Totals	\$4,000,781.54	\$92,470.33															
Three options: Please have the Secretary approve the subgrant agreement for award.																	
Next steps: After DEO Chief of Staff approves the subgrant agreement, it will be routed to the Town for execution.																	
Chief of Staff Notes: Approved																	

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Subgrant Contract Number: 22CV-825
FLAIR Contract Number: H2500
CFDA Number: 14.228

**State of Florida
Department of Economic Opportunity**

**Federally-Funded Community Development Block Grant CARES (CDBG-CV)
Subgrant Agreement**

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO"), and Alachua County, hereinafter referred to as the "Recipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) (CARFS Act) makes available \$5 billion in Community Development Block Grant coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) administers the Community Development Block Grant (CDBG) Program and CDBG-CV Program at the Federal level and distributes grant funds to the states. The State of Florida has received CDBG-CV grant funds from HUD.

WHEREAS, DEO is the CDBG-CV grantee agency for the State of Florida, designated to receive funds annually for program purposes. As such, DEO is authorized to distribute CDBG-CV funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, pursuant to the requirements of Title 2, Code of Federal Regulations (C.F.R.), part 200 and 24 C.F.R. § 570, the Recipient is qualified and eligible to receive these federal grant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work.

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables and Part 4 and Appendix A from Part 9 of the Recipient's Florida CDBG-CV Application for Funding submitted by the Recipient on October 29, 2021.

(2) Incorporation of Laws, Rules, Regulations, and Policies.

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, as now in effect and as may be amended from time to time, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. part 570 subpart I (the State Community Development Block Grant Program) and 24 C.F.R. part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities) and chapter 73C-23.0081(2), Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

(3) Period of Agreement.

This Agreement begins on March 1, 2022, (the "Effective Date") and ends on September 30, 2023 (the "Expiration Date"), unless otherwise terminated as provided in this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

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(4) Modification of Agreement.

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit a cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO's designee within the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient's control, and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within the extension period. DEO may take into consideration the Recipient's progress and verifiable achievements at DEO's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the Agreement Closeout Procedures set forth in Attachment H, Reports.

(5) Records.

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the Final Closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date of Final Closeout, unless extended in writing by DEO. The record retention period may be extended in the following circumstances:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.
3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement,

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including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall comply with the following procedures:

1. Funds that are advanced to a Recipient pursuant to this Agreement ("Advanced Funds") shall be maintained in a bank account solely for Advanced Funds. No other funds, whether provided under this Agreement or otherwise, may be maintained in the Advanced Funds account, and Advanced Funds shall not be maintained in any other account.

2. For all other funds provided under this Agreement, the Recipient shall either (i) maintain all such funds in a separate bank account solely for such funds, or (ii) the Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all such funds. Regardless of whether the Recipient is operating under subsection (i) or subsection (ii), any Advanced Funds under this agreement shall be maintained in a separate bank account specifically for Advanced Funds.

3. There shall be no commingling of any funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(c), Repayments of this Agreement.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements.

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form CV-47, that must be sent to DEO if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form CV-47, by June 30 following the end of each fiscal year in which it had an open CDBG-CV subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

(7) Reports.

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement.

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The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Description and Deliverables, Attachment B - Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

(9) Liability.

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold the State of Florida and DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(d) The Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors; provided, however, that Recipient shall not indemnify, defend, and

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hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

(e) Further, Recipient shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Recipient's products or DEO's operation or use of Recipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Recipient's opinion is likely to become the subject of such a suit, Recipient may, at Recipient's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Recipient is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Recipient shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

(f) Recipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Recipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Recipient's sole expense, and (3) assistance in defending the action at Recipient's sole expense. Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Recipient's prior written consent, which shall not be unreasonably withheld.

(g) The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Recipient, retain such monies from amounts due Recipient as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Recipient or its affiliates to the State against any payments due Recipient under any Agreement with the State.

(10) Events of Default.

If any of the following events occur ("Events of Default"), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in the Recipient's Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

(11) Remedies.

If an Event of Default occurs, then DEO shall, upon 30 calendar days written notice to the Recipient and upon the Recipient's failure to cure within those 30 calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) of this Agreement, Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

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- (d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.
- (f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution.

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO's Agency Clerk. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination.

- (a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.
- (d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.
- (e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

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(14) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at CDBGGrantsManagement@deo.myflorida.com.

(b) The name and address of the grant manager for this Agreement is:

Vincent Aguirre, Government Operations Consultant II
Florida CDBG-CV Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717- -- Fax: (850) 922-5609
Email: Vincent.Aguirre@deo.myflorida.com; CC: CDBGGrantsManagement@deo.myflorida.com

(c) The name and address of the Recipient Project Contact for this Agreement is:

Stephen Weeks
Alachua County
218 SE 24th Street
Gainesville, Florida, 32641
Telephone: (352) 337-6285 - Fax: (352) 264-6709
Email: Sweeks@alachuacounty.us

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative shall be provided as stated in Paragraph (14) of this Agreement.

(15) Contracts.

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority business enterprise, as defined in section 288.703, F.S. The Recipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement. Any contract shall include the applicable Appendix II to 2 C.F.R. part 200 contract provisions for non-federal entity contracts. Documentation must also be maintained on-site by the Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

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1. that all original income survey forms shall be turned over to the Recipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

(16) Terms and Conditions.

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(17) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Project Description and Deliverables
 - Attachment B – Project Detail Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – Project Specific Conditions
 - Attachment F – State and Federal Statutes, Regulations, and Policies
 - Attachment G – Civil Rights Requirements
 - Attachment H – Reports
 - Attachment I – Warranties and Representations
 - Attachment J – Audit Requirements
 - Exhibit 1 to Attachment J – Funding Sources
 - Attachment K – Audit Compliance Certification
 - Attachment L – CDBG-CV Subrogation Agreement

(18) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed Four Million, Seven Hundred and Eighty-Two Dollars and Zero Cents (\$4,000,782.00) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.
- (b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.
- (c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-CV program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.

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(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-CV funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) of this Agreement, Events of Default.

(19) Repayments.

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400

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(20) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. 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 public transaction; violation

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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;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form CV-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form CV-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form CV-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form CV-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.475.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG-CV funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-CV funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG-CV funds (including CDBG-CV funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

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(b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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;

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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

3. The Recipient shall require that 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 as described in this Paragraph (21), above.

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 31 U.S.C. § 1352. 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.

(22) Copyright, Patent, and Trademark.

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

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(24) Public Record Responsibilities.

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to PRRequest@deo.myflorida.com within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011(2), F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Recipient"), the Recipient shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient of the request as soon as practicable, and the Recipient must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

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(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient's waiver of a claim of exemption. The Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

(25) Employment Eligibility Verification

(a) Section 448.095, F.S. requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee

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retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

- (b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

- (c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(26) Program Income.

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG-CV funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form CV-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG-CV activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

(27) Independent Contractor.

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and

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necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(28) Executive Order 21-223

Pursuant to State of Florida Executive Order Number 21-223, Recipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Recipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

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State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Subgrant Contract Number: 22CV-S25

FLAIR Contract Number: H2500

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

Alachua County, Florida

Department of Economic Opportunity

By: Marihelen Wheeler Date: Oct 31, 2022 By: Meredith Ivey Date: 3/23/2023
(Authorized Signature) (Authorized Signature)

Name: Marihelen Wheeler Name: ~~Dane Eagle~~ Meredith Ivey

Title: Chair Title: Acting Secretary

Federal Tax ID#: 59-6000501

Unique ID #: H6MEAENCCBM1

Approved as to Form

DocuSigned by:
Diana Johnson
Alachua County
Attorney

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel
Department of Economic Opportunity

By: Ashanti Breden

Approved Date: 3/7/2023

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Attachment A – Project Description and Deliverables

1. PROJECT DESCRIPTION: Alachua County (“Recipient”) has been selected to participate in the CDBG-CV Program. The Recipient will use CDBG-CV funds to convert an on-site vacant motel into a community center in support of testing and treatment for COVID-19. In addition to testing, the County will also convert the thirty-six (36) room motel into housing for the homeless who have been diagnosed with COVID-19 and are in need of a place to quarantine and isolate. This Project qualifies for CDBG-CV funding because it will prevent, prepare for, and respond to coronavirus. The Project also meets the limited clientele national objectives as it will exclusively provide housing to the homeless to quarantine and isolate after a COVID-19 diagnosis.

2. RECIPIENT RESPONSIBILITIES: The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Description and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget (“Project Detail Budget”), subject to the approval of DEO and in conformity with the current example attached to the Agreement as Attachment B. The Project Detail Budget must identify the maximum reimbursement amount allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of DEO and in conformity with the current example attached hereto as Attachment C. The Project Detail Budget and the Activity Work Plan may be modified by the unilateral determination of DEO or by mutual consent of the Parties.

3. DEO’S RESPONSIBILITIES: DEO shall receive and review the Project Deliverables and, upon DEO’s acceptance of the Deliverables and receipt of the Recipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.

4. DELIVERABLES:

Recipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Recipient shall complete the Project Implementation tasks listed below.	The Recipient shall be reimbursed upon completion of a minimum of one Project Implementation task on a per completed task basis. The Recipient’s completion of the tasks will be evidenced by invoices noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Deliverable No. 2 – Engineering Services		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Recipient shall complete the Engineering Services tasks listed below.	The Recipient shall be reimbursed upon completion of a minimum of ten percent (10%) of one Engineering Services task. The Recipient’s completion of the tasks shall be evidenced by invoices	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.

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Attachment A – Project Description and Deliverables

	noting the percentage of the tasks that have been completed.	
Deliverable No. 3 – Construction		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Recipient shall complete construction as detailed in Section 1 of this Scope of Work.	Following a draw for mobilization*, the Recipient shall be reimbursed upon completion of a minimum of ten percent (10%) of the overall project. As evidence of percentage completed, the Recipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project. *Mobilization refers to a contractor's mobilization of equipment, materials, and barriers to the work site(s).	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Total Award Not to Exceed: \$4,000,781.54		

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Developed policies for the Recipient related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
- Conducted activities related to the HUD-related environmental review,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Attended pre-bid conference, bid opening, or preconstruction meeting,
- Reviewed contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-kickback" Act,
- Maintained client files,
- Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by DEO,
- Prepared requests for funds for submission by the Recipient's authorized employee,
- Prepared subgrant modification documents for the Recipient to submit to DEO,
- Prepared the Administrative Closeout Report for submission by the Recipient,
- Prepare and submit detailed quarterly progress report, Section 3, or MBE/WBE report to DEO,
- Responded to citizen complaints,

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Attachment A – Project Description and Deliverables

- Prepared responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
- Paid advertising costs of public notices and invitations to bid,
- Paid permit fees,
- Paid legal fees,
- Paid invoices for environmental review activities other than advertising, and
- Paid CDBG portion of required audit.

Engineering Services Deliverable

Tasks that are eligible for reimbursement under the Engineering Services Deliverable are as follows:

- Basic Engineering Services
 - a) Developed the plan drawings for the project,
 - b) Developed the specifications for the project,
 - c) Developed the bid documents for the project,
 - d) Prepared permit applications,
 - e) Attended pre-bid/pre-construction conference,
 - f) Prepared change orders, and
 - g) Reviewed construction bids and make recommendation to the Recipient.
- Resident Inspection
 - a) Inspected construction activities for consistency with plans and specifications, and
 - b) Reviewed construction invoices and certify costs.
- Preliminary Engineering Services
 - a) Provided a cost estimate of the project, and
 - b) Assessed sites for the project.
- Additional Engineering Services
 - a) Conducted site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, such as route surveys,
 - b) Conducted laboratory tests, well tests, borings, and specialized geological soils, hydraulic, or other studies recommended by the engineer,
 - c) Conducted property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights,
 - d) Gathered necessary data and file maps for water rights,
 - e) Conducted redesigns ordered by the owner after final plans have been accepted by the owner and the local government, except redesigns to reduce the project cost to within the funds available and projects which received "readiness to proceed" points or a planning and design grant,
 - f) Appeared before courts or boards on matters of litigation or hearings related to the project,
 - g) Conducted environment assessments or environmental impact statements,
 - h) Performed detailed staking necessary for construction of the project in excess of the control staking,
 - i) Provided an operation and maintenance manual for a facility,
 - j) Conducted activities required to obtain state and federal regulatory agency construction permits,
 - k) Designed hookups, and
 - l) Paid the cost of engineering specialties such as electrical, hydro-geological services, biologists, and heating, ventilation, and air conditioning (HVAC).

COST SHIFTING: The deliverable amounts specified within Section 4 of this Scope of Work are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate

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Attachment A – Project Description and Deliverables

payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Recipient incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Recipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

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Attachment D – Program and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
 - a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Request approval for all professional service contracts; and
 - Submit an initial payment request for administrative services, if applicable.
 - b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
 - Request a wage decision(s) using DEO form CV-56 for applicable construction activities if points were received on the application for "Readiness to Proceed;"
 - c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO's written acceptance of the plans and specifications if Recipient received points for "Readiness to Proceed" on its Application for Funding.
 - d. If the Recipient did not receive points for "Readiness to Proceed," it must request a wage decision(s) using DEO form CV-56 at least 30 days before advertising for its construction procurement.
2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B -Project Detail Budget, Attachment A- Project Description and Deliverables, Recipient Responsibilities, and Attachment C- Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original CDBG-CV Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG-CV funds based on a minimum experience requirement. However, a firm's experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the "responsibility" of a firm when determining the "low, responsive, responsible bidder" for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG-CV procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
 - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
 - b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;

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Attachment D – Program and Special Conditions

- c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;
- d. Nothing in subparagraphs a., b., or c., above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
- e. Each public notice for procurement of CDBG-CV professional services, except for application preparation, must identify either the CDBG funding source (CDBG-CV) or the CDBG-CV contract number;
- f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319; and
- g. Any RFP which includes more than one service shall provide the following:
 - Proposals may be submitted for one or more of the services;
 - Qualifications and proposals shall be separately stated for each service; and
 - Separate evaluations shall be done on the proposals for each service.
If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
7. The Recipient is not required to publish an RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
8. A Recipient may use the design engineer for services during construction if DFO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG-CV funds must be shown separately so that the bid proposal identifies the CDBG-CV activities and the amount of the contract to be reimbursed with CDBG-CV funding.
10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG-CV funds. Copies of the following procurement documents must be provided to DFO for review:
 - a. A copy of the Request for Proposals (RFP);
 - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
 - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
 - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

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Attachment D – Program and Special Conditions

- f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
- g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
- h. A copy of a cost analysis for all procurements of engineering services;
- i. A copy of the minutes from the commission/council meeting approving contract award;
- j. A copy of the proposed contract;
- k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- l. If a protest was filed, a copy of the protest and documentation of resolution;
- m. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG-CV funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
- n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-CV funds to pay for professional services.

- 12. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed \$5,000, the Recipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-CV funds for that contract.
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the "Authority to Use Grant Funds."**
 - c. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
- 13. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

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Attachment D – Program and Special Conditions

If the Recipient undertakes any activity subject to the URA, the Recipient 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, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-CV-assisted project.

14. For construction projects, the Recipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.

15. For each procured contract for construction services for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms for all prime contractors and subcontractors:
 - Form CV-51 – Bidding Information and Contractor Eligibility;
 - Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
 - Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
 - Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
 - Form CV-54 (if applicable) – Documentation for Business Claiming Section 3 Status

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- b. Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
- c. Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
- d. Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

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Attachment D – Program and Special Conditions

16. For each procured construction contract or agreement, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form CV-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
17. For construction projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1; and
 - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1.
18. The Recipient shall undertake an activity each year to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG-CV funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
 - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG-CV portion of the cost of post-administrative closeout audits.
20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG-CV funds for a period of five years.
21. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-CV funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
22. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. part 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-CV-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
24. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

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Attachment D – Program and Special Conditions

25. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-CV financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S.
26. Any payment by the Recipient using CDBG-CV funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-CV funds.
27. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
28. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
29. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

1. Alachua County will develop, adopt or revise the following plans, policies, ordinances, and or resolutions within 90 of receipt of this award.
2. Updated Self-Evaluation Report.
3. Revised Transition Plan.

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Attachment E – Project Specific Conditions for Housing Rehabilitation

1. The Recipient must meet a “National Objective” for each service area addressed with CDBG-CV funds. If a National Objective is not met for a service area, all CDBG-CV funds received for the activities conducted in that service area must be repaid.
2. If the Recipient installs water lines with CDBG-CV funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. Hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
3. The Recipient is responsible for verifying and maintaining documentation that households receiving direct benefits, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low- and moderate-income National Objective. The Recipient shall maintain homeowner files locally and at a minimum include the following:
 - a. The name of the owner, the address of the property, and family size;
 - b. The method and source documentation used to verify household income;
 - c. Documentation that the income of the household is below Section 8 income limits based on family size;
 - d. The method and source documentation used to verify home ownership; and
 - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.
4. The Recipient shall provide the following data in its Administrative Closeout Report for each CDBG-CV-funded activity:
 - a. For activities which provide indirect benefits (e.g., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefits (e.g., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons;
 - b. The number of moderate-income (MI), low-income (LI), and very low-income (VLI) beneficiaries proposed and actually served;
 - c. The name of each head of household, owner’s name (if different), and address of each housing unit hooked up to water or sewer service with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV funds spent on that housing unit; and
 - d. The racial demographics and ethnicity of the head of each household using the following descriptions:

1) White,	7) Asian and White,
2) African American,	8) African American and White,
3) Asian,	9) American Indian/Alaskan Native and African American, or
4) American Indian or Alaskan Native,	10) Other Multi-Racial; and
5) Native Hawaiian/Pacific Islander,	11) If the head of household is Hispanic
6) American Indian or Alaskan Native and White	
5. The Recipient shall only provide assistance for the rehabilitation of and/or for the hookup of utilities to housing units that are occupied by very low-, low- and moderate-income persons to meet the “National

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Attachment E – Project Specific Conditions for Housing Rehabilitation

Objective* of providing assistance to low- and moderate-income persons. If a National Objective is not be met for an activity, all CDBG-CV funds received for the activity must be repaid.

6. The Recipient shall ensure that no rehabilitation contract between a very low-, low- or moderate-income homeowner and a contractor is signed before the Authority to Use Grant Funds has been issued and the site specific environmental review for the home has been approved by DEO.
7. For a county Recipient, all housing units that are rehabilitated shall be located in the unincorporated portion of the county. For a municipal Recipient, all housing units that are rehabilitated shall be located within the jurisdictional limits of the Recipient.
8. The Recipient must comply with its Housing Assistance Plan (HAP) that was provided to DEO as part of the application process. DEO approval is required for HAP revisions made after the application deadline. The Recipient agrees that the HAP will be followed unless waived by the governing body.
9. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the Florida Department of Business & Professional Regulation. All work performed on a septic tank or an issue related to a septic tank shall be performed by a licensed septic tank contractor certified by the Florida Department of Health.
10. Rehabilitation of all housing units funded in part or in full with CDBG-CV funds must be in compliance with the current Florida Building Code – Existing Buildings, as well as local building codes and local maintenance codes. If housing units must be replaced, construction of new units must be in full compliance with current Florida Building Code.
11. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973, as amended. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a 100-year floodplain that is rehabilitated to any extent with CDBG-CV funds shall be insured under the National Flood Insurance Program. The flood insurance must be at least equal to the amount spent on the rehabilitation. Homeowners in a 100-year floodplain that do not maintain flood insurance will be exempt from receiving future federal disaster related funds per section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a.
12. When CDBG-CV funds are expended to acquire property through a voluntary process for the purpose of assisting low- and moderate-income households to relocate out of a 100-year floodplain, the following shall apply:
 - a. Future development of the property acquired shall be prohibited, unless the use does not increase the property's impervious surface;
 - b. The local government may retain title to the property or transfer the title to a land conservancy agency or program, subject to DEO approval, at DEO sole and absolute discretion;
 - c. The beneficiaries shall agree in writing to relocate permanently outside the 100-year floodplain;
 - d. Any beneficiaries who subsequently relocate into a 100-year floodplain shall not be provided any direct benefit with CDBG-CV funds at any future point in time, and this restriction shall be noted in the relocation document signed by the beneficiaries in subparagraph 8.c., above; and
 - e. All structures on the property shall be demolished or relocated out of the floodplain.
13. The Recipient shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead-Based Paint pursuant to 24 C.F.R. § 570.487 and 24 C.F.R. part 35, Subparts B, J, and R. A Recipient can

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Attachment E – Project Specific Conditions for Housing Rehabilitation

request reimbursement from the housing rehabilitation line item of its budget for the cost of a lead-based paint inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Recipient is required to:

- a. Prohibit the use of lead-based paint;
 - b. Notify potential beneficiaries of the hazards of lead-based paint;
 - c. Inspect properties built before 1978 prior to initiating rehabilitation to determine if lead-based paint is present;
 - d. If lead-based paint is found, undertake appropriate protection of workers and occupants during the abatement process;
 - e. Ensure proper lead-based paint clean up and disposal procedures are used; and,
 - f. Retain records of enforcement and monitoring for at least six years after final closeout of the subgrant.
14. The Recipient shall also adopt and implement procedures to fulfill regulatory and statutory asbestos related requirements per 40 C.F.R. Part 61, Subpart M (61.145 and 61.150) established by the U.S. Environmental Protection Agency Clean Air Act Section 112 under the National Emissions Standards for Hazardous Air Pollutant (NESHAP). A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of asbestos inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Florida Department of Environmental Protection (FDEP) administers the asbestos removal program under Chapter 62-257, F.A.C. and requires:
- a. Inspection of properties by a licensed inspector for the rehabilitation or demolition of homes in close proximity to one another or as part of a larger project;
 - b. Notification provided to the appropriate FDEP office of asbestos removal with a notice of demolition or asbestos renovation within 10 working days before activities begin; and
 - c. Removal of asbestos by a licensed asbestos contractor.
15. Mobile homes constructed before 1993 shall not be rehabilitated. If a homeowner of a mobile home constructed before 1993 is selected for assistance, the Recipient shall replace the mobile home with either a new site-built home or a new mobile home.
16. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the Recipient prior to initiation of work based on that change order.
17. To document completion of construction, each housing unit case file shall contain the following information:
- a. A statement from the licensed contractor certifying that all items on the initial work write-up and those modified through change orders are complete;
 - b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist;
 - c. A copy of the contractor's license;

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Attachment E – Project Specific Conditions for Housing Rehabilitation

- d. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and
 - e. A 12-month warranty of work and materials from the contractor to the homeowner that begins when the Certificate of Occupancy or the Certificate of Completion are issued.
14. If homes to be rehabilitated with CDBG-CV grant funds will be selected from an existing list of State Housing Initiatives Partnership (SHIP) applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG HAP. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.
15. The following data will be provided, by housing unit, as part of the administrative closeout for each activity providing direct benefit (e.g., housing rehabilitation, temporary relocation, hookups, etc.), summarized by activity and submitted with the administrative closeout package:
- a. Name of each head of household and address of each housing unit rehabilitated with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV and non-CDBG-CV funds spent on that housing unit;
 - b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the moderate-income, low-income or very low-income status of the household;
 - c. The number of occupants in the household, categorized by gender; and
 - d. The racial demographics and ethnicity of the head of each household using the following descriptions:
 - 1) White,
 - 2) African American,
 - 3) Asian,
 - 4) American Indian or Alaskan Native,
 - 5) Native Hawaiian/Pacific Islander,
 - 6) American Indian or Alaskan Native and White
 - 7) Asian and White,
 - 8) African American and White,
 - 9) American Indian/Alaskan Native and African American, or
 - 10) Other Multi-Racial; and
 - 11) If the head of household is Hispanic

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Attachment E – Project Specific Conditions for Economic Development

1. This project must meet the “Public Benefit Standards” by having a cost per job (subgrant amount divided by total full-time equivalent jobs created) of less than \$35,000. For each contracted job (See Attachment A – Project Descriptions and Deliverables.) not created, the Recipient shall repay DEO \$35,000.
2. This project must meet a “National Objective” by having at least 51 percent of all jobs created being held by persons from low- and moderate-income households. If this National Objective is not achieved, the Recipient shall be required to pay back all CDBG-CV funds drawn down, except for funds expended for subgrant administration, unless DEO, in its sole, reasonable discretion, determines the Recipient is at fault for the failure to meet this National Objective.
3. The Recipient shall enter into a Participating Party Agreement with each Participating Party in accordance with the terms of this Agreement. The Recipient shall include in each Participating Party Agreement that the Participating Party agrees to perform the specific activities described in the Subgrant Application and this Agreement, and each Participating Party Agreement must include at a minimum the following provisions:
 - a. The Participating Party shall create and/or retain and satisfactorily document the creation and/or retention of at least the number of full-time equivalent permanent net new jobs and the number of full-time equivalent permanent net new jobs to be held by members of low- and moderate-income families as specified on Forms E-3 (if applicable for job retention) and E-4 of the Recipient’s Application for Funding, Attachment A – Project Description and Deliverables of this agreement and on the Project Detail Budget. If more than the number of full-time equivalent permanent net new jobs specified in Form E-4 of the Recipient’s Application for Funding, Attachment A – Project Description and Deliverables of the Subgrant Agreement and on the Attachment B - Project Detail Budget are created and/or retained, 51 percent of those jobs shall be made available to members of low- and moderate-income families. These jobs shall be created and/or retained no later than the termination date of the Recipient’s Subgrant Agreement, as it may be amended. Documentation shall be the CDBG-CV Program Pre-Employment Household Income Certification Form, Form CV-50, for each job created or retained, and a certified payroll that verifies that the jobs documented on the forms were filled at a particular point in time. The documentation of the creation and/or retention of these jobs shall be retained by the Participating Party for a period of six years following the completion of review and clearance of a final audit for this Agreement;
 - b. The Participating Party must comply with Chapter 119, F.S., for all documents, papers, letters or other materials subject to the provisions of Chapter 119, F.S., and made or received by the Participating Party in conjunction with the Subgrant Agreement or the Participating Party Agreement. The failure of the Participating Party to comply with Chapter 119, F.S. is an act of default and cause for the unilateral cancellation of the Participating Party Agreement and the Subgrant Agreement;
 - c. The Participating Party agrees that any failure to: (i) create, retain, or cause to be created and/or retained the number of jobs listed in the Recipient’s Subgrant Agreement to be held by members of low- and moderate-income families; (ii) satisfactorily document the creation and/or retention of the agreed upon number of jobs to be held by members of low- and moderate-income families; or (iii) to expend or satisfactorily document the expenditure of the full amount of leverage dollars agreed upon in the Recipient’s Application is an act of default;
 - d. The Participating Party shall provide any training necessary to equip members of low- and moderate-income families with the skills required to obtain or retain the full-time equivalent jobs created and/or retained through the Recipient’s Subgrant Agreement;

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Attachment E – Project Specific Conditions for Economic Development

- e. The Participating Party shall expend at a minimum the amount of leverage referenced on Form L-1 of the Application for Funding and on the Attachment B - Project Detail Budget. The funds must be expended on project related costs, and the Participating Party shall furnish documentation of expenditures. Construction costs shall not be expended until after DEO issues the Authority to Use Grant Funds, but administrative and engineering costs, including costs for conducting the environmental review, can be expended after the site visit. This documentation shall be provided to the Recipient in a form and content satisfactory to DEO that allows accurate ready comparison between expenditures and related activities as defined on Form L-1 of the Application for Funding. This documentation shall be provided to the Recipient as the expenditures occur;
- f. The Participating Party shall ensure that one or more buildings are constructed which shall accommodate, at a minimum, the facility described in the Subgrant Application (the "Participating Party Facility"). The building(s) shall remain titled in the name of the Participating Party until all requirements in paragraph 3a. above have been satisfied;
- g. The Participating Party shall develop a schedule which identifies the start date for construction of its facilities; the dates by which such construction will be 25 percent, 50 percent, 75 percent, and 100 percent complete; the date that hiring of employees will begin; and the date by which all employees will be hired, which shall be on or before the termination date of this Agreement. These same Participating Party milestones shall be made an attachment to the Participating Party Agreement, and shall be included in the Activity Work Plan, Attachment C to this Agreement. Timely satisfaction of these milestones shall be used in determining whether the Recipient is "on schedule" under this Agreement;
- h. Participating Party attests that the assisted activity *will/will not* result in the relocation of any industrial or commercial plant, facility, or operation from one Labor Market Area (LMA) to another, and, if so, the number of jobs that will be relocated from each LMA;
 - (i) The Participating Party certifies from that neither it, nor any of its subsidiaries, have plans to relocate jobs at the time this agreement is signed that would result in a significant loss of job(s) as defined in 24 C.F.R. § 570.482(h);
 - (ii) The Participating Party agrees to reimburse the Recipient any CDBG-CV assistance provided to, or expended on behalf of, the Participating Party, in the event that such assistance results in the relocation of jobs as prohibited under 24 C.F.R. § 570.482(h).
- i. The Participating Party shall submit a detailed quarterly report to the Recipient that demonstrates its progress toward achieving the milestones set forth in the Participating Party Activity Work Plan. The Participating Party shall deliver each report to the Recipient no later than the end of each quarter, until submission of the administrative closeout report by the Recipient. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31;
- j. The Participating Party shall notify the Recipient in writing when it begins hiring for the required jobs and when it has completed hiring for the required jobs;
- k. The Participating Party, if requested by the Recipient, shall provide to the Recipient or its agents such reasonable information concerning the project as the Recipient may reasonably require as it relates specifically to the conditions of the grant;

Attachment E – Project Specific Conditions for Economic Development

- l. That the Participating Party shall begin construction and furnish to the Recipient evidence of the Participating Party's commencement of construction on the Participating Party Facility within the time frame specified in the Participating Party Schedule;
 - m. That prior to execution of the Participating Party Agreement, DEO must approve the Participating Party Agreement, including any amendments thereto, in writing. The right of approval granted to DEO with respect to the Participating Party Agreement between the Recipient and the Participating Party shall survive the term of this Agreement. DEO does not assume any liability or responsibility for the accuracy or enforceability of the Participating Party Agreement through the exercise of this right of approval;
 - n. The Participating Party Agreement shall not expire until the issuance of a letter of Administrative Closeout of this Agreement; however, all required job creation must be completed and documented by the termination date of this Agreement. Extension of the Subgrant Agreement shall act as an extension of the Participating Party Agreement. Failure of the Recipient to notify the Participating Party of such an extension shall not invalidate this provision;
 - o. The Participating Party shall utilize the service of the local workforce development board and/or advertise the newly created employment positions in one or more of the local newspapers that serve the city/county.
4. The Recipient shall track all new jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG-CV funds. New businesses that would otherwise not be able to locate to the project site and existing businesses that are now able to expand or create new jobs because of the availability of infrastructure being provided through this Agreement must agree to provide such information as a condition of hookups and building permits. The aggregate of all jobs created or retained as a result of the infrastructure shall be counted to ensure that 51 percent of all new full-time equivalent jobs are taken by or made available to low and moderate-income persons. Tracking and retention of said job creation shall continue until a cost per job of under \$10,000 is reached or one (1) year following the completion of the CDBG-CV funded infrastructure, whichever comes first.
5. The Recipient shall maintain records of the Participating Party's expenditure of funds that will allow accurate and ready comparison between the expenditures and contracted budget line items by contracted activity in the Attachment B - Project Detail Budget.
6. The Recipient may seek reimbursement for application preparation costs incurred prior to the date of the Agreement provided the costs were requested in the Application for Funding and the required documentation was provided.
- Should this Agreement not be executed by DEO, or should the procurement process be subsequently determined not to meet program requirements, no reimbursement shall be allowed.
7. The Recipient shall ensure the design and construction of only the minimum acceptable level of infrastructure to provide the required levels of service for the on-going operations of the Participating Party in the project area. The Recipient shall demonstrate that the route chosen for construction of said infrastructure (when appropriate) is the least expensive of the available alternative routes. Documentation of the satisfaction of this requirement shall be in the form of a certification from a licensed engineer, bearing said engineer's seal.

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Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notice>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

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Attachment F – State and Federal Statutes, Regulations, and Policies

34. FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and Other Formula Programs.

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Attachment G – Civil Rights Requirements

Fair Housing

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will “affirmatively further fair housing” in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the year on the Recipient’s website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each year; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-CV project file and include information about the activities in the comment section of the quarterly report during which the activity was undertaken.

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Attachment G – Civil Rights Requirements

Equal Employment Opportunity

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-CV funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-CV-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-CV funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities;
 - b) Has a record of such an impairment; or
 - c) Is regarded as having such an impairment.
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website, and

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Attachment G – Civil Rights Requirements

- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-CV-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-CV-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

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Attachment G – Civil Rights Requirements

Section 3 Required Language

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L. 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L. 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

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Attachment G – Civil Rights Requirements

Civil Rights Regulations

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-CV funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Economic Opportunities for low- and very low-income persons.

I hereby certify that Alachua County shall comply with all the provisions and Federal regulations listed in this attachment.

By: Marihelen Wheeler Date: Oct 31, 2022

Name: Marihelen Wheeler

Title: Chair

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Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.frules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system at <https://deosera.my.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-CV-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
 - b. Documentation of any leverage expended after the last on-site monitoring visit;
 - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
 - d. Documentation that all citizen complaints related to the project have been resolved;
 - e. A list of the homes receiving direct benefit, if applicable; and,
 - f. Certification that each housing unit assisted was located within the Recipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
 - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
 - h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-CV-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

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Attachment H – Reports

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audiu@deo.myflorida.com within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. **Section 3 Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 C.F.R. § 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient’s qualitative efforts must be reported in a manner required by 24 C.F.R. § 75.25(b).

Section 3 compliance efforts must be reported through DEO’s SERA reporting system by July 31, annually. DEO maintains a Section 3 Summary Report form which must be used to report annual accomplishments regarding employment, labor hours worked, and other economic opportunities provided to persons and businesses that meet “Section 3” requirements.

7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG-CV funds (collectively “reimbursements”), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, CV-68.

8. All forms referenced herein are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the DEO grant manager for this Agreement.

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Attachment I – Warranties and Representations

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (See 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

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Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements) and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART 1: FEDERALLY FUNDED

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. part 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. part 200 subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part 1, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).
4. Although 2 C.F.R. part 200 subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

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Attachment J – Audit Requirements

PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
 - A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com
 - B. The Federal Audit Clearinghouse designated in 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

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Attachment J – Audit Requirements

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in; 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us
4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

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Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	\$4,000,781.54
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient's jurisdiction.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.332 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

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Attachment K – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Recipient:	
FEIN:	Recipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</p>	
<p>By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.</p>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

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Attachment L – CDBG-CV Subrogation Agreement

**State of Florida
Department of Economic Opportunity
Federally-Funded Community Development Block Grant CARES (CDBG-CV)
Subrogation Agreement**

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this ____ day of March, 2023, by and between Alachua County, Florida (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant CARES Act Program (the "CDBG-CV Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "CARES Act Program" and collectively, the "CARES Act Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-CV Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-CV Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable CDBG-CV Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-CV Program, the Policies, any amounts received under the CDBG-CV Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-CV Program in an amount greater than the amount

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Attachment L – CDBG-CV Subrogation Agreement

Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-CV Program or the Subrecipient determines not to participate in the CDBG-CV Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Alachua County

Department of Economic Opportunity

By: Marihelen Wheeler Date: Oct 31, 2022 By: Meredith Ivey Date: 3/23/2023
(Authorized Signature) DocuSigned by: 528883C192E445 (Authorized Signature)

Name: Marihelen Wheeler Name: ~~Dore Eagle~~ Meredith Ivey
 Title: Chair Title: Acting Secretary

Exhibit 3: Payment Schedule

1. MONTHLY STATUS REPORTS

1.1 ARCHITECT shall submit to COUNTY, not later than the tenth (10th) day of each month, a progress report reflecting the design and construction status, in terms of the total work effort estimated to be required for the completion of the Included Services, as well as any Additional Services duly authorized by COUNTY pursuant to the terms of the Agreement, as of the last day of the preceding month. The report shall show all work items, the percentage completed of each item, the percentage of total work effort represented by each item, and the percentage of total work effort completed.

1.2 All status reports and invoices shall be mailed to the County at the address listed in Section 5 of the Agreement. These reports and invoices shall be submitted on an agreed upon schedule corresponding with the phases of the Project

2. COMPENSATION TO ARCHITECT

2.1 INCLUDED SERVICES - For compensation purposes, Included Services are defined as all Services performed under the Agreement, except for specific services that are the responsibility of the County as set forth in Section 15.15 of the Agreement.

2.1.1 For performing and completing the Services identified in the Agreement, the Architect shall be paid by the County the lump sum, fixed fee amount of Two Hundred Sixty-Four Thousand and Eight Hundred Dollars (\$264,800.00), which shall be paid as set forth in subsection 2.1.3, below.

2.1.2 The above referenced Fee is based on the following understanding pertaining the overall Scope of Service of this Agreement:

- a) Structural design will include consultation on renovations to the existing buildings, such as wind load calculations required for components and cladding design and minor repairs to structures. Structural design will not include the new modular building, as it is assumed that the modular building manufacturer will provide structural design services as a delegated design.

- b) Mechanical, Electrical, Plumbing, and Fire Protection system design are also excluded from the modular building. It is assumed that those systems are included in the building purchase.
- c) The Design team will consult on the plan layout of the modular building, working within the design parameters set forth by the manufacturer.
- d) Programming it is assumed the required design scope is outlined in the Agreement. No meetings with user groups will be required for program verification. Architect will not be responsible for recording or tracking changes to the project requirements that deviate from those in the Agreement.
- e) Landscape design, irrigation design, tree evaluation, and tree mitigation are not included in this proposal.
- f) Onsite project representation during construction is budgeted to include two (2) OAC Meetings per month. Duration of construction is assumed to be 10 months maximum.
- g) LEED Consultation, Green Building Certification, Life Cycle Cost Analysis, and Energy Analysis are not included in this proposal.
- h) Special Code Reviews are not included. Per Page 11 “Building Conversions” and Page 12 “First Occupancy after March 13th 1991” of the Fair Housing Act Design Manual, it is understood that FHA Design requirements do not apply to the residential units on this site, as they are not new construction.
- i) The New modular building WILL be required to be fully compliant with the FBC-Accessibility.
- j) Per HUD Section 504 at 24 CFR 8.22 (a), a minimum of 5% of the units must be accessible to individuals with mobility impairments, and an additional 2% must be accessible to individuals with sensory impairments (these percentages are the same in the latest edition of the Florida Building Code – Accessibility.) Total number of dwelling units = 37, therefore; $37 \times 5\% = 2$ units for mobility impaired individuals, plus one (1) unit for sensory impaired individuals.
- k) Accessible route throughout the site is required.
- l) Detailed Cost Estimates are not included. Architect may provide cost opinions based on SF cost values.
- m) Documents Prepared for Alternate Bids Exceeding Contract Scope, Excessive Change Orders, Multiple Construction Contracts, and As Built drawings are not included.

2.1.3 For the Included Services provided for in this Agreement, the COUNTY agrees to pay and make payments to ARCHITECT in accordance with the terms as stated below. Professional services include Civil Engineering, Special Use Permit (based on an existing study provided by the county), Landscape Architecture, Irrigation Design, Civil/ Site permitting, Structural, Architectural, Mechanical, Electrical, Plumbing, and Fire Protection.

Lump Sum Fees

PHASE/TASK	ARCH	MEP	STRUCT	SITE/CIVIL	Phase Total
Schematic Design	\$15,915.00		\$1,400.00		\$17,315.00
Design Development	\$15,915.00	\$11,340.00	\$1,400.00		\$28,655.00
Geotechnical					\$9,000.00
60% CD	\$15,915.00	\$17,010.00	\$1,225.00		\$34,150.00
90% CD	\$15,915.00	\$14,175.00			\$30,090.00
100% CD	\$15,915.00	\$8,505.00	\$1,225.00		\$25,645.00
Generator Design		\$3,000.00			\$3,000.00
Site CD				\$40,000.00	\$40,000.00
Site Permitting				\$24,000.00	\$24,000.00
Bidding (A/E)	\$5,305.00		\$350.00		\$5,655.00
CA*	\$21,220.00	\$5,670.00	\$1,400.00	\$19,000.00	\$47,290.00
					\$264,800.00

**Construction Administration (CA) will be invoiced periodically based on the percentage of project completion as indicated on the Contractor's Application for Payment.*

REIMBURSABLES

Electronic copies, including electronically signed and sealed drawings will be provided at no charge. Bulk printing costs are not included in this fee proposal. If required, we will provide printed paper documents at the cost of printing, to be billed as a direct reimbursable expense. Other additional services, if authorized in writing, will be charged at our hourly rates, in accordance with our master agreement.

Detailed Cost Breakdown and Construction Estimate

Brame Heck ARCHITECTS INC.	PROJECT:	Budget Inn Conversion/Remodeling
BUDGET ANALYSIS	DATE:	1/18/2023
BUILDING AREA	Quantity	Subtotal
Building 0	1,962 sf	
Building 1	2,939 sf	
Building 2	1,489 sf	
Building 3	1,942 sf	

Building 4	1,942 sf
Building 5	1,942 sf
Building 6	1,018 sf <i>(Demo - not included in total area below)</i>
Building 7	4,768 sf
New Community Building	1,400 sf
Total Area	18,384 sf

BUILDING BUDGET	\$/unit	Subtotal	
Interior Finishes	\$50.00 /sf	\$849,200.00	
Update Two Units for ADA compliance (2) x 430 sf	\$180.00 /sf	\$154,800.00	
Evaluate/upgrade all units for FHA clearances	\$0.00 /sf	\$0.00	
Reroof Buildings 4 & 5	\$35.00 /sf	\$135,900.00	
Building Envelope - Exterior Walls	LS allowance	\$150,000.00	
Building Envelope - Exterior Doors (40 total)	\$1,000 /ea	\$40,000.00	
Building Envelope - Windows (80 total)	\$800 /ea	\$64,000.00	
HVAC System Replacement	LS allowance	\$140,000.00	76 total
Plumbing Fixture Replacement	\$500 /ea	\$74,000.00	148 total
Lighting/Power Upgrades	\$12.00 /sf	\$203,800.00	
Demo Building 6	\$34.00 /sf	\$34,600.00	
New Community Center	\$200.00 /sf	\$280,000.00	
Backup Generator (Alternate)	LS allowance	\$50,000.00	
Construction Budget		\$2,176,300.00	\$2,176,300.00
SITE		Subtotal	
Site Construction allowance		\$950,000.00	\$950,000.00
DESIGN FEE Calculations:			
SURVEYS / TESTING			
Geotechnical Testing and Reports		\$9,000.00	
Topographical Survey <i>(County to provide per section 15)</i>		\$0.00	
	Survey/Testing Subtotal	\$9,000.00	\$9,000.00
DESIGN FEES - BUILDING			
		Subtotal	
	Fee Percentage	7.80%	
	Architectural Design Fees	\$106,100.00	
	Structural Engineering Design Allowance	\$7,000.00	
	MEP/FP Engineering Design Services	\$56,700.00	
	Design Fees <i>(Building)</i>	Subtotal	\$169,800.00
			\$169,800.00
ADDITIONAL Architectural and MEP SERVICES			
	Program Verification (Architectural)	n/a	
	Green Building Certification	n/a	
	Building Commissioning	n/a	
	Energy Modeling Certification	n/a	
	Backup Power Design	\$3,000.00	
	Site Photometrics and Site Lighting <i>Included in above MEP</i>		
	Additional Services Subtotal	\$3,000.00	\$3,000.00
DESIGN FEES - SITE			
	Construction Plans	\$40,000.00	
	Permitting	\$24,000.00	

Constrction Support Services	\$19,000.00		
Total Site Design		\$83,000.00	\$83,000.00
Project Total		\$264,800.00	\$3,391,100.00

2.1.4 The compensation provided for under Sections 2.1 of this Exhibit shall be the total and complete amount payable to ARCHITECT for the Included Services to be performed under the provisions of this Agreement, and shall include the cost of all materials, equipment, supplies, and out-of-pocket expenses incurred in the performance of all such Services.

2.2 ADDITIONAL SERVICES

2.2.1 Architect shall inform the County if any Additional Services are necessary for Architect to perform the Services. If the County desires to approve any Additional Services requested to be performed by the Architect, the Parties shall negotiate a total fee based on the Services to be provided calculated using the billable rates .

DISCIPLINE	RATE/HOUR
Architect Principal	\$185.00
Registered Architects	\$170.00
Designer/ Project Manager	\$120.00
CAD/BIM	\$120.00
Architectural Intern	\$80.00
Clerical	\$80.00

The agreed upon scope of services and fees for the Additional Services must be memorialized in the form of a written Task Authorization that is executed by both Parties and identifies the amount(s) that the County will pay Architect for those Services. There shall be no overtime pay on Additional Services.

2.2.2 Architect shall inform the County if any Additional Testing Services are necessary for Architect to perform the Included Services. If the County desires to approve any Additional Testing Services proposed by the Architect, the parties shall negotiate and sign a written Amendment to this Agreement, which shall include the amount that the County agrees to pay the

Architect for performing the Additional Testing Services. The negotiated fee shall be calculated using the billable rates specified in above. The services outlined in Section 16.15 of the Agreement are an example of services that would be reimbursable to the Architect. No markup will be allowed on these costs.

3. SCHEDULE OF PAYMENTS

3.1 For the Budget Inn Renovations, the ARCHITECT shall submit, with each of the monthly status reports provided for under Section 2.1 of this Exhibit an invoice for fees earned in the performance of Included Services and Reimbursable Expenses. The ARCHITECT shall submit all invoices on the COUNTY'S approved form with all line items on the form and all costs matching the line items. The ARCHITECT shall submit no more than one invoice per month.

3.2 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to ARCHITECT for correction. Invoices must indicate the Agreement Number, the Purchase Order (or Contract) Number, and the Project Name.

3.3 In the event modifications to the Construction Documents are required in order to obtain any necessary permit, ten percent (10%) of ARCHITECT'S Construction Documents Approval payment will be withheld by the COUNTY until all mandates, stipulations, or similar conditional remarks have been satisfactorily incorporated and the Construction Documents are fully approved.

Exhibit 4: Architect Personnel

Name	Role
Michael Richmond AIA	Architect
Kevin Spellicy, PE	Mechanical Engineer
Mark Miller, PE	Structural Engineer
David Sowell, PE	Civil Engineer

Exhibit 5: Certification of Alachua County Minimum Wage

RFP 22-307 Architectural and Engineering Services for the Budget Inn Conversion

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance (“Wage Ordinance”).

Brame Heck Architects Inc.

ARCHITECT

By: _____
Print: _____
Title: _____
Date: _____

Exhibit 6: Insurance

TYPE “B” INSURANCE REQUIREMENTS “Professional or Consulting Services”

Architect shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Architect, his agents, representatives, employees or subconsultants.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Architect; products and completed operations of the Architect; or automobiles owned, leased, hired or borrowed by the Architect.
 - 2 The Architect’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Architect’s insurance and shall be non-contributory.
- C All Coverages
 - 1 The Architect shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VI. **SUBCONSULTANTS**

Contractors shall include all subcontractors as insured under its policies. All sub consultants shall be subject to the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

Exhibit 6-A: Certificate of Insurance

EXHIBIT 7: TRUTH IN NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, Brame Heck Architects Inc. certifies that wage rates and other factual unit cost supporting the compensation for the architectural and/or engineering services of the Architect to be provided under this Agreement, concerning the Project (Budget Inn Conversion) are accurate, complete and current as of the time of contracting.

ARCHITECT

By _____

Print: _____

Title: _____

Date: _____