

**AGREEMENT BETWEEN ALACHUA COUNTY  
AND THE ALACHUA COUNTY HOUSING AUTHORITY  
FOR HOUSING FACILITY MANAGEMENT**

This Agreement is entered between Alachua County, Florida, a political subdivision and charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” and the Alachua County Housing Authority, an independent entity created by Florida law, with a principal business address of 703 NE 1st Street Gainesville, FL 32601 hereinafter referred to as “ACHA”. Collectively hereinafter, the County and ACHA are referred to as “Parties”.

**WITNESSETH**

**WHEREAS**, the County owns, or intends to soon be the owner, of certain improved real properties located at 2105 SW 14<sup>th</sup> Street, Gainesville (Parcel ID #15552-005-000) and 2120 SW 14<sup>th</sup> Street, Gainesville (Parcel ID #15552-002-000) in Alachua County, Florida, formerly known as the Sunrise Residence Inn (collectively, the “Properties”); and

**WHEREAS**, the Parties acknowledge that the County also owns, or intends to own, the real property that is identified as Parcel ID #15552-006-000, in Alachua County, Florida, that is associated with the formerly known Sunrise Residence Inn, but such property is currently vacant; and

**WHEREAS**, the purpose of acquiring the Properties by the County is to preserve affordable housing units in Alachua County and to utilize the Properties for permanent housing and permanent supportive housing and rapid re-housing (collectively, the “Facility”); and

**WHEREAS**, the County desires to contract with an entity to manage the Facility on the Properties and to run its day-to-day operations; and

**WHEREAS**, ACHA is a governmental entity that manages Affordable Public Housing units for low income families, seniors, and persons with disabilities throughout Alachua County, Florida; and

**WHEREAS**, ACHA is willing and qualified to provide management services to the County related to the management and operations of the Facility; and

**WHEREAS**, pursuant to Section 22.3-302(3) of the Alachua County Procurement Code, the procurement of the services to be provided by ACHA to the County are exempt from the County’s formal bidding and request for proposal processes; and

**WHEREAS**, entry of this Agreement is in the best interest of both Parties and provides a public benefit to public health, safety and welfare.

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

**1. Term.** This Agreement is effective on November 1, 2024 (“effective date”) and will continue for three (3) years from the effective date this Agreement, unless earlier terminated by the Parties as provided herein. The Parties have the option of renewing this Agreement for two (2) additional three (3) year periods, upon a written amendment to this Agreement agreed to by the Parties. This Agreement is contingent upon the acquisition of the Properties by the County. If the County fails to own the Properties on or before December 31, 2024, this Agreement shall be null and void.

**2. Agreement for Management Services.**

A. In accordance with the terms and conditions of this Agreement and to support the intended use of the Properties for permanent housing and permanent supportive housing and rapid re-housing,

ACHA will provide and perform management services and duties at and for the Facility as described in the Scope of Services attached hereto as **Exhibit "1"** and incorporated herein ("Services"). It is understood that the Services may be modified, but to be effective and binding, any such modification must be in a written amendment to this Agreement executed by both ACHA and the County. The County Manager is authorized to sign an amendment to this Agreement for the purposes of removing, adding or modifying the Services, if found to be in the best interest of the County and agreeable to ACHA's Executive Director.

- B. After the effective date of this Agreement, the County Community Support Services Director will issue to ACHA a written notice (which may be sent electronically) to proceed in providing the Services for the Facility ("Commencement Date"). ACHA agrees to not start providing the Services described herein until the Commencement Date.
- C. During the term of this Agreement, the County or its Community Support Services Director or the Director's designee may develop and prepare written procedures regarding the Facility in coordination with ACHA, such as, but not limited to, those related to admissions, use, and security. The County will provide a copy of all policies and procedures regarding the Facility to the ACHA and ACHA will implement and enforce that which is provided.
- D. Nothing herein limits the County from taking whatever actions or inactions the County finds to be in the best interest of the Facility and public health, safety and welfare.

**3. Permitted Use.** ACHA warrants and represents to County that the Facility shall be used and occupied only for permanent housing and permanent supportive housing and rapid re-housing units (the "Permitted Use"). Any use of the Facility or the Properties other than the Permitted Use require prior approval of the County. Upon the Commencement Date, ACHA will occupy the Facility, provide the Services, and will control its agents, employees, invitees and visitors in such a manner as is lawful, reputable, and permitted. ACHA shall not permit any operation of the Facility which emits any odor or matter which intrudes into other portions of the Facility, use any apparatus or machine which makes undue noise or causes vibration in any portion of the Facility or otherwise interfere with, annoy or disturb any other ACHA in its normal business operations or County in its management of the Facility. ACHA shall neither permit any waste on the Facility nor allow the Properties to be used in any way which would, in the reasonable opinion of County, be hazardous, unsafe, illegal or unpermitted.

**4. Personnel.**

- A. By executing this Agreement, ACHA asserts that it is qualified to perform the Services described and warrants that the Services provided and performed by the ACHA will be sufficient to meet the requirements and accomplish the purposes of this Agreement. ACHA will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned tasks properly and satisfactorily ("Property Staff").
- B. ACHA, ACHA Manager, and the Property Staff will coordinate, cooperate, and work with County employees and any other contractors, professionals, and consultants retained by the County related to the maintenance or improvements to the Facility. The Parties acknowledge that there is nothing in this Agreement that precludes County from independently performing the Services provided under this Agreement on its own.
- C. Entry of this Agreement places no obligation on the County to hire, supervise, direct, control, operate, maintain, insure or provide benefits to the ACHA Manager, Property Staff and the employees, volunteers, agents and assigns of ACHA. No employees, volunteers, agents and assigns of ACHA will be held to be an employee, volunteer, or officer of the County.
- D. Alachua County Housing Authority agrees to identify in the Approved Budget all positions whose salaries or wages may from time to time be charged as employed for direct services rendered to the Facility. The total of all employee wages and benefits shall be billed to and paid to ACHA out of the Operating Account, including without limitation (i) all wages, bonuses, and benefits (which shall include any contributions made by or on behalf of ACHA to a pension or profit-sharing plan

for the benefit of such Property Employees); and (ii) any training services provided to the Property Employees and from such payment ACHA shall then be responsible for paying each such employee directly (no such payments to individual employees shall be made by checks from the Operating Account). ACHA shall be required to bear the costs of all salaries of its executive personnel from the compensation to be paid. No general, administrative or overhead costs of ACHA's executive personnel shall be passed through to County. If any costs of the Property Staff, including off-site employees providing Services in connection with this Agreement, are incurred in part for the Facility and in part for other ACHA properties, such cost shall be prorated between the Facility and such other properties, using a method reasonably selected by ACHA and subject to the reasonable review and approval by County.

- D. Neither ACHA nor any employee of ACHA shall at any time fail to comply with the Federal Drug Free Workplace Act of 1988 or any regulations promulgated thereunder.
- E. Pursuant to F.S. sec. 448.095, ACHA 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 ACHA during the term of the Agreement. ACHA 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 any 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 ACHA will be liable for any additional costs incurred by the County as a result of termination of this Agreement for this failure.

## 5. Compensation.

- A. For the Services actually, timely and faithfully performed by ACHA, the Parties agrees consideration will be follows:
  - 1) Management Fees. Starting on the effective date of this Agreement and every month thereafter during the term of this Agreement and any renewals, ACHA shall be entitled to receive, as compensation for Services performed by ACHA pursuant to this Agreement, an amount equal to twelve percent (12%) of the Effective Gross Income for such operating month (the "**Management Fee**"). ACHA shall be entitled to disburse and pay the Management Fee to itself from the Operating Account. In accordance with paragraph B below, ACHA will submit invoices to the County. If the first or last month of this Agreement is not a complete calendar month, the Management Fee for such month shall be calculated on the basis of Gross Operating Revenues for the entire month, and the amount payable for such month shall then be prorated based on a 30 day month.
  - 2) As used herein, the term "**Effective Gross Income**" shall mean for any operating month, the aggregate amount of all the max available rent for the Units that are part of the Facility for such operating month. The max available rent is based on the number of Units at the Facility, whether the Units are occupied or not. Effective Gross Income shall not include: (i) the value of rental concessions, (ii) rent in the nature of any reimbursements for damage to the Facility; (iii) any rental income taxes; or (iv) any security, utility or other deposits. Effective Gross Income shall also include all ancillary income actually received from the Facility including but not limited to cancellation fees, cable fees, telephone fees, laundry income, parking income, administrative fees, move-in fees, pet fees, late charges, transfer fees, interest income and any other amounts paid pursuant to or in connection with the leases that constitute or are considered in the ordinary course of business to be a payment of anything other than rent paid under residential apartment leases (including, without limitation, any proceeds received in connection with any hazard or casualty insurance policy or condemnation proceeding relating to the Facility). Effective Gross Income shall also include corporate apartment income and application fees, net of related expenses for these items.

- 3) In addition to the Management Fee, Alachua County Housing Authority may request that the County reimburse reasonable costs and expenses incurred in performing the Services required, if the Management Fee is insufficient to provide the Services. Such reimbursement may include, but are not limited to, the following: (a) all personnel and related operating costs and expenses applicable to Facility, specifically excluding the general overhead expenses of ACHA's executive personnel; (b) advertising costs to include marketing brochures and similar collateral materials, incurred in connection with ACHA leasing of the Facility; (c) administrative costs to include telephone, bank fees, computers/software, IT support, data processing, training, office equipment and supplies to the extent used for the Facility; (d) costs for supplies used for minor maintenance of the Facility; and (e) utilities. Said reimbursements may also include the appropriate portion of the costs and expenses incurred in connection with any management office(s) maintained to provide services to the Facility, such appropriate portion to be determined by prorating the cost thereof between the Facility and such other properties using a method reasonably selected by ACHA. Reimbursement requires will be sent by ACHA by invoice, in accordance with paragraph B below, and are subject to reasonable review and approval by the County.
- B. ACHA shall submit monthly invoices to the County for Services properly rendered. ACHA's invoices shall describe with reasonable particularity the Services rendered. The County may request documentation to support invoiced amounts. Each invoice shall constitute ACHA's representation to the County that the Services indicated in the invoice 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, that all Services provided have served a public purpose, that all obligations of the ACHA covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the ACHA that payment of any portion thereof should be withheld. ACHA shall submit invoices to the County at the address for the Community Support Services Department listed in paragraph 7 below.
  - C. 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"). 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 that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
  - D. If the County has reasonable cause to suspect that any representations of ACHA relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to ACHA until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
  - E. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, ACHA hereby agrees to cooperate with the 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 Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.
  - F. County reserves the right to require ACHA to submit to an audit, by any auditor of the County's choosing. ACHA 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. ACHA shall retain all records pertaining to this Agreement and upon request make them available to County for three

(3) complete calendar years following expiration or termination of the Agreement. ACHA 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.

**6. Repairs and Maintenance of Facility and its Units.** The maintenance obligations of the Parties regarding the Properties, the Facility and the Units located thereon are as set forth herein. The Parties agree as follows:

- A. After the acquisition of the Properties by the County, the Parties acknowledge that the County, at its expense, will allocate resources and funding to provide initial inspection and remedy of conditions then existing that, at the opinion of the County, are hazardous, in violation of fire or building codes, or as determined by the County, to be causing a risk.
- B. The Parties agree that the County or its authorized contractor have the right to enter the Facility and the Properties at any time. The County will not interrupt or disrupt ACHA's operations. ACHA hereby waives any claim for abatement or reduction of rent or any damages for injury or inconvenience to or interference with ACHA's business, for any loss of occupancy or use, and for any other loss occasioned by the County's entry. The County shall at all times have and retain a key with which to unlock all of the doors in, upon, and about the Facility, its Units, structures and rooms. ACHA shall not change County's lock system without notice to the County's Facilities Management.
- C. Upon the Commencement Date, ACHA is permitted to install and place amenities, fixtures and signage on the Properties and Facilities. ACHA shall have no authority to create any lien or permit any lien to attach to the Properties or on any building or other improvements thereon.
- D. Starting on the Commencement Date, ACHA will be responsible for keeping the Properties and Facilities, including its common areas and parking lot, in a neat and orderly condition. ACHA will have sufficient trash services available at the Properties so that all trash and waste materials are lawfully disposed.
- E. The County and ACHA agree that ACHA will be responsible, at their expense, for the day-to-day maintenance of the Properties, the Facilities and the Units located there. What is considered "Maintenance", for purposes of this Agreement and who is responsible for such, will be as specified in **Exhibit 2**, attached hereto and incorporated herein.

**7. Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either Party to the other Party must be by one of the following methods: (i) in writing and sent by certified mail, (ii) by personal delivery, or (iii) via electronic mail. All notices shall be deemed delivered five (5) calendar 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, ACHA's and County's representatives are as follows. Either Party may modify the addresses and email addresses below by providing written notice to the other Party.

ACHA:  
Alachua County Housing Authority  
703 NE 1st Street  
Gainesville, FL 32601

County:  
Alachua County Community Support Services  
Attn: Director  
218 SE 24<sup>th</sup> Street  
Gainesville, FL, 32641  
[ctuck@alachuacounty.us](mailto:ctuck@alachuacounty.us)

Cc: With a copy electronically sent to:  
Alachua County HA, Executive Director  
[amanda@acha-fl.com](mailto:amanda@acha-fl.com)

cc: With a copy electronically sent to:  
Alachua County Procurement, Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)  
Clerk of Court, Attn Finance & Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)  
Alachua County Facilities Management  
[tparker@alachuacounty.us](mailto:tparker@alachuacounty.us)

Alachua County HA, CFO  
[kori@acha-fl.com](mailto:kori@acha-fl.com)

**8. Default and Termination.**

- A. Termination for Default. The failure of a Party to comply with any term, condition or provision of this Agreement will place that Party in default. Prior to terminating the Agreement, the non-defaulting will notify the other Party in writing of the default, making specific reference to the provision which gave rise to the default and will give the defaulting Party seven (7) business days to cure the default. The County Manager is authorized to provide written notice of default on behalf of the County. If the default is not corrected within the allotted time as specifically provided in the notice of default, the non-defaulting may provide the defaulting Party with written notice of termination of this Agreement. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received.
- B. Termination for Convenience. Either Party may also terminate the Agreement without cause by providing 30 days prior written notice to the other Party (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. This Agreement will be terminated as of the date of termination for convenience stated in the written notice.
- C. Termination of Unavailability of Funding. If funds to finance this Agreement become unavailable, the County may terminate the Agreement by providing notice of termination in writing to ACHA. The County will be the final authority as to the availability of funds. The County Manager is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination.
- D. Upon termination of this Agreement based upon any of the above, the County may provide the Services itself, or may obtain the Services from any other sources, firms, and individuals, or may use any other method deemed in the County's best interest. Upon termination, ACHA will immediately discontinue all Services (unless the notice directs otherwise) and deliver to County copies of the records, reports, summaries, data, tenant lists, leases and other records as may have been accumulated by ACHA in performing the Services for the County, whether completed or in draft. In the event of termination, the County will pay ACHA for all Services completed before delivery of notice of termination. In the event of such Termination, ACHA's recovery against County shall be limited to that portion of the compensation provided in paragraph 5 earned through the date of termination, but ACHA 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 not performed.

**9. Public Records.** In accordance with §119.0701, Florida Statutes, ACHA shall, *when acting on behalf of the County*, 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 ACHA 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 ACHA or keep and maintain public records required by the County to

perform the Services. If ACHA transfers all public records to the County upon completion of the Agreement, ACHA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ACHA keeps and maintains public records upon completion of the Agreement, ACHA 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 ACHA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ACHA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

If ACHA fails to comply with this section, ACHA will be deemed in default under this Agreement.

ACHA will take reasonable measures to protect, secure and maintain any data held by ACHA, including that 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 or this Agreement. If ACHA suspects or becomes aware of a security breach or unauthorized access to such data by a third party, ACHA shall immediately notify the County in writing and will work, at ACHA's expense, to prevent or stop the data breach.

**10. Insurance.** ACHA will maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto. A current Certificate of Insurance showing coverage of the types and in the amounts required will be provided to the County prior to the effective date of this Agreement and will be considered incorporated herein.

**11. Permits.** ACHA will obtain and pay for all necessary licenses, permits, certifications or any fees required for it to provide the Services.

**12. County Property.**

- A. ACHA agrees, understands and acknowledges that the Properties, Facility and its Units may have hidden obstructions, dangers, animals or other natural or manmade objects which may be dangerous to ACHA or its employees or eligible tenants or guests. ACHA agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that ACHA or its employees, subcontractors, volunteers or agents notices or is made aware at the Facility or on other County property, including inside and outside. ACHA shall be responsible for initiating, erecting, and maintaining safety precautions, warning signs, programs and materials, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of ACHA suffer injury or damage to its/his/her person or property while at the Facility, ACHA shall promptly notify the County's Risk Management at 12 SE 1<sup>st</sup> Street, Gainesville, FL, #352-374-5297.
- B. ACHA shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by the County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) the health, welfare, or safety of persons, whether located on the Premises or elsewhere, or (ii) the condition, use or enjoyment of the Building, the Facility or any other real or personal property. ACHA shall notify the County of all legal requirements pertaining

to the Facility of which it becomes aware regarding hazardous materials, as the same may be defined by federal, state, or local statute, regulation, rule, or ordinance ("Hazardous Materials") and agrees to notify County immediately (within a 24 hour period) if it becomes aware of any violation of any such laws regarding Hazardous Materials or the existence of any Hazardous Materials on the Facility. County acknowledges that ACHA is not an expert in Hazardous Materials, and ACHA's role shall be limited to assisting and coordinating with applicable federal, state, and local authorities to effectuate a cleanup of any Hazardous Materials on the Facility. ACHA further agrees to timely assist and cooperate with County in working with applicable federal, state, or local authorities to effectuate a cleanup of any Hazardous Materials on the Facility, with all such decisions and actions being subject to County's prior written approval.

**13. Laws & Regulations.** ACHA will comply with all laws, ordinances, rules regulations, and policies applicable to the Services. ACHA is presumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any way affect the Services outlined in this Agreement. If ACHA is not familiar with such laws, ordinances, rules and regulations, ACHA remains liable for any violation and all subsequent damages or fines. Notwithstanding the above, ACHA shall not be responsible or liable for the failure to comply with the Americans with Disabilities Act or other federal, state and local laws related to the Properties, including design and/or building and zoning codes. ACHA shall make commercially reasonable efforts to notify the County promptly if it becomes aware of any violation of any such above-described laws.

**14. Limit of Liability; Indemnification.**

The Parties intend to avail themselves of the benefits of §768.28, Florida Statutes, and of other Florida laws governing sovereign immunity to the fullest extent possible, as applicable. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes. The County and ACHA agree to be responsible for the respective negligent acts and omissions of their officers and employees that relate to or arise out of this Agreement, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

In addition, ACHA agrees to hold harmless and indemnify Alachua County and its officers, commissioners, and employees ("County") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, except for those caused by the negligence, recklessness, or intentional wrongful misconduct of County or its County employees. The County shall not be liable for any injury or damage to any persons or property on or about the Facility (including but not limited to, consequential damages) that are caused by: (1) any willful act or negligence of ACHA, its employees, or, to the extent now existing or existing for time to time during the term of this Agreement, any of ACHA's, licensees, contractors or invitees, or (2) the use of the Facility by ACHA, its employees, invitees, or, to the extent now existing or existing from time to time during the term of this Agreement, or (3) any breach or default by ACHA in the performance of its obligations hereunder, or (4) the improvements and equipment located in the Facility becoming out of repair or by defect in or failure, unless the same is caused directly by the gross negligence or willful misconduct of the County or County employees or the County's contractor.

**15. Amendment and Assignment.** Unless otherwise stated herein, the Parties will only modify or amend this Agreement, including its exhibits, by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement. The County and ACHA each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

**16. Independent Contractor.** In the performance of this Agreement, the ACHA is acting in the capacity of an independent contractor and not as an employee, partner, joint venturer, or associate of the

County. ACHA is solely responsible for the means, method, technique, sequence, and procedure utilized by ACHA and its employees in the full performance of the Agreement.

**17. Collusion.** By signing this Agreement, ACHA declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

**18. Conflict of Interest.** ACHA warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. ACHA shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

**19. Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

**20. Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

**21. Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

**22. Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be a court of competent jurisdiction in and for Alachua County.

**23. Construction.** This Agreement shall not be construed more strictly against one Party than against the other merely just because it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

**24. Counterparts.** This Agreement may be executed in any number of and by the different Parties 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 the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms.

**25. Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

**26. Force Majeure.** The Parties will exercise every reasonable effort to meet their respective duties and deadlines under this Agreement, including its Exhibits, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, hurricanes, tornadoes, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause may reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the County Manager and the ACHA Executive Director.

**27. 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. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, 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 on the day and year below written the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by ACHA, through its duly authorized representative.

**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

**ALACHUA COUNTY HOUSING AUTHORITY**

ATTEST

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

Signed by:  
*Amanda Nazaro*  
By: \_\_\_\_\_  
Amanda Nazaro, Executive Director  
Date: 10/7/2024

## **EXHIBIT 1 - SCOPE OF SERVICES**

In accordance with the terms and conditions of this Agreement, and starting at upon the Commencement Date, the Alachua County Housing Authority (“ACHA”) shall provide the following Services for the Facility located on the Properties on behalf of Alachua County. The Parties agree as follows:

### **A. In General**

1. The County will receive or request referrals for occupants of the Facility through the local Continuum of Care. Alachua County Community Support Services (CSS) staff, or other County employees as designated by the CSS Director, will screen all referrals for residency. The County will notify ACHA of the eligible individuals (“Eligible Tenants”) and ACHA will accept referrals.
2. ACHA will hire at least one (1) part-time Property Manager who will be an employee of the Alachua County Housing Authority to maintain the daily operations and management of the Facility (“ACHA Manager” or “Property Staff”).
3. The onsite property ACHA Manager will oversee the daily operations, management and requirements of the Facility such as, but not limited to, the following:
  - a. customer service and communications with Occupants/Tenants, including Eligible Tenants,
  - b. leasing paperwork,
  - c. work orders and complaints,
  - d. janitorial (see exhibit 2),
  - e. managing the Facility,
  - f. and otherwise oversee the day-to-day operations of the Facility
4. Facility units will be inspected by ACHA annually, at minimal, to ensure all housing quality standards are met and Units are maintained.
5. ACHA will utilize their own CPA to maintain all budgeting needs and ACHA will provide the utility, technology and software needed to provide Services the Facility.
6. At the end of the Agreement, whether by termination or expiration, ACHA shall return all net profits to the County with hopes of establishing a capital improvement budget to modernize and enhance the Facility over the next 20+ years.
7. ACHA will, at least, provide quarterly financial statements, occupancy reports and improvement plans to the County, as provided in paragraph B below.

8. ACHA will maintain an ongoing rehabilitation schedule and retain a capital fund project to foster growth and project improvement.

**B. Duties of Alachua County Housing Authority**

1. Rents and Deposit Moneys: ACHA will collect all rents, security deposits, and other amounts due by or from the Tenants at the Facility. Security deposits, advance rent or other advancements made by Tenants that were being held prior to the effective date for the benefit of the Tenants, together with any earned interest (if any), will be transferred or assigned to the ACHA as the County's agent. The County Manager and Community Support Services Director are authorized to sign documentation necessary for such transfer or assignment. Within 30 days of the Commencement Date, ACHA shall provide County with a current rent roll covering the current calendar month. From and after the Commencement Date, ACHA will update such rent roll monthly on or before the 5<sup>th</sup> day of each month and provide a copy to the County's CSS upon request.
2. Budget: Within 30 days of the Commencement Date, ACHA shall prepare a proposed Annual Budget covering the period from the Commencement Date through the end of the current calendar year setting forth estimated receipts and expenditures for the Property for the forthcoming calendar year. The annual operating budget (with revenue and expenses allocated by month) shall detail all sources of revenue and categories of expenses and shall be prepared on an accrual basis and shall include a statement outlining a plan of operation and supporting the estimates made therein. On or before November 1<sup>st</sup> of each year in the Term, ACHA will update such budget on a calendar year basis and deliver the update to County, for County's review. The County may present any comments on the updated annual budget to ACHA, and if so, ACHA shall revise such updated budget accordingly and deliver a revised updated budget to County on or before the later of: (a) twenty (20) days after receipt of the County's comments or (b) December 15<sup>th</sup>.

ACHA will prepare and deliver to County a quarterly statement comparing the monthly budgeted amounts collected and disbursed as outlined in the Annual Budget, against the actual amounts collected and disbursed of the Facility, on an accrual basis, including a written explanation of monthly and year to date material variances between such budgeted and actual collections and disbursements (specifically including those variances of which County has notified ACHA that County deems to be material), physical vacancy factors, and an accounts receivable report (including an aging receivable report) on the Facility.

3. Property Inspection: Within 30 days (this will be a joint inspection) following the Commencement Date, ACHA will complete and deliver to County a report (in a form reasonably approved by the County) summarizing ACHA 's in-depth on-site inspection of the Facility addressing issues related to deferred maintenance, tenant problems, general appearance, service contracts, and market conditions (the "**Property Inspection Report**").

ACHA shall update such Property Inspection Report quarterly and provide a copy to the County's CSS.

4. Transfer of Utility Billings: Upon the Commencement Date or as soon as possible thereafter, Alachua County Housing Authority shall transfer utility billings to ACHA 's name and address and review all utility services being provided and make payment to the utility provider. ACHA will provide a copy of utility billings to CSS upon request.
5. Preventive Maintenance Plan: Within ninety (90) days following the Commencement Date, ACHA shall prepare and deliver to County for County's approval a plan for preventive and scheduled maintenance and testing for all mechanical equipment and systems within the Facility, which may include the development of forms, schedules, procedures, frequencies, filing requirements, and reporting functions for maintenance on an anticipatory basis, minimizing inconvenience to employees, invitees, and guests (the "**Preventive Maintenance Plan**"). The frequencies and procedures outlined in the Preventive Maintenance Plan shall (a) follow the manufacturer's recommendations, as well as historical experience, and (b) focus on achieving optimal efficiency based on cost-effectiveness and reliability from each piece of equipment. The initial Preventive Maintenance Plan shall cover a one-year period starting from the Commencement Date. ACHA shall update the Preventive Maintenance Plan annually and provide a copy to the County's CSS.
6. Reporting and Financials: Upon request, ACHA shall furnish to County financial statements and other statements of receipts and disbursements from the management and operation of the Facility during the prior fiscal month(s), certified true and correct by ACHA. In addition, ACHA will, on a schedule that is mutually acceptable to ACHA and CSS Director, prepare and submit to County such other reports as County shall specify, including, but not limited to, the following:
  - a. Weekly occupancy, leasing status, and collection reports.
  - b. Monthly market comparable rent survey.
  - c. Monthly bank reconciliations.
  - d. Rent roll and delinquent accounts including write-offs, if any.
  - e. Escrow and trust accounts.
  - f. List of all security deposits held.
7. Lease Administration:
  - A. Exclusive Representation. ACHA shall undertake a program to lease and re-lease the Units at the Facility to Eligible Tenants. During the Term of this Agreement, the Parties agree that ACHA shall serve as the exclusive representative and agent for the County in all dealings with existing and future eligible tenants in the residential units at the Facility. ACHA and its ACHA Manager shall have the authority to negotiate, execute and terminate residential leases and lease renewals for the Units at the Facility in accordance with Florida law and applicable federal requirements.

- B. Initial Leasing. ACHA will prepare a standard form of lease for the Units and will enforce such lease in accordance with its terms and any applicable Florida law or federal requirements.
- C. Background checks. ACHA may, at their own expense, obtain background checks on proposed eligible tenants. ACHA may additionally do checks and research to ensure that eligible tenant meets HUD/Voucher requirements applicable to the Facility or Properties.
- D. Termination of Leases. ACHA has the authority to cancel, terminate, and rescind leases for the Units, to terminate tenancies for the Units, and to sign and serve the required notices required under the leases and Florida law.
- E. Report of Default. ACHA shall promptly report to County the receipt of any formal notice of landlord default received from any tenant and any other notice of material nature from any such tenant.
- F. Legal Actions. With respect to the Facility and all Units at the Facility and the eligible tenants, ACHA has the authority to institute and prosecute legal actions, evict tenants, eject occupants, and recover possession of the Units, sue for and to recover rents and other sums due from tenants, and settle, mediate, compromise and release such actions or suits and/or reinstate such tenancies. In connection with these legal actions and any collection efforts, the ACHA will select their legal counsel or collection firm. This provision does not otherwise authorize ACHA to institute or defend lawsuits or other legal proceedings on behalf of Alachua County or the Alachua County Board of County Commissioners.
- G. Subleasing. Subleasing of the Units at the Facility is not permitted.

8. Management. ACHA shall implement any and all decisions of the County made known to ACHA relating to the management of the Facility and shall initiate and take such other actions in the management and administration of the Facility as are consistent with this Agreement and necessary or desirable for achieving maximum efficiency and success of the Facility for the benefit of County.

9. Tenants Requests. ACHA shall systematically and promptly receive and investigate all service requests from Tenants, take such action thereon as may be justified, and keep records of the same. Emergency requests will be received and serviced on a twenty-four (24) hour basis. Complaints of a serious nature will be reported immediately to County after investigation and County will be provided quarterly a list of serious Tenant complaints and the measures taken to respond thereto.

10. Preparation of Units. ACHA shall see that each space available for lease is placed in good rentable order after being vacated by a tenant. ACHA has the authority to collect for chargeable damage from the vacating tenant by charging the security deposit, taking legal action or otherwise collecting monies due.

11. Lease Enforcement. ACHA shall enforce the terms and conditions of leases and to this end ACHA shall see that all tenants are informed with respect to such rules, regulations, and notices as may be reasonably promulgated by County from time to time.

12. Sale of Property. ACHA shall cooperate fully with County in any attempt(s) by County to effectuate a sale of one or more of the Facility or the Properties or to obtain financing secured by one or more of the Facility or Properties including, without limitation, assisting the County in (i) answering any reasonable questions posed by prospective purchasers and lenders with respect to matters within the scope of ACHA 's duties hereunder, and (ii) preparing lists and schedules of leases, concessions, operating equipment, operating supplies and similar items.

**C. Administrative.**

1. Bank Accounts.

- a. ACHA shall use commercially reasonable efforts to collect when due all rents and other receipts due and owing from tenants of the Property and any other amounts and charges which may become due from time to time from tenants or any other parties with respect to the Property, and promptly deposit all rents and other receipts collected for County in an account separate from all other accounts and funds of Alachua County Housing Authority, with a financial institution whose deposits are insured by an agency of the United States government (the "**Operating Account**"). Alachua County Housing Authority shall use the Operating Account to pay authorized expenses incurred by the Property. Signature authority for the Operating Account shall be vested in ACHA and ACHA shall possess and maintain sole responsibility over the Operating Account.
- b. ACHA shall use commercially reasonable efforts to collect advance money and security deposits, and disburse security deposits, if required, in accordance with the terms of each tenant's lease and in accordance with applicable Florida law. ACHA shall maintain detailed records of all security deposits collected. Security deposits will be deposited by ACHA in accordance with Chapter 83, Florida Statutes, Part II, as may be amended, separate from all other accounts and funds, with a financial institution whose deposits are insured by an agency of the United States Government (the "**Security Deposit Account**"). ACHA will provide notice to tenants in accordance with Florida law regarding the manner or location of advance rent and security deposits, as applicable.
- c. ACHA shall set up and maintain appropriate reserve accounts for deferred and contingency expenditures for the Property in accordance with the Approved Budget.

2. Emergency Disbursements. Emergency repairs, involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Property, or for the safety of the tenants or required to avoid the suspension of any necessary service to the Property as required by a provision of tenant lease agreements may be made by ACHA as is necessary, at County's expense, and ACHA shall make commercially reasonable efforts to notify County within twenty-four (24) hours after the occurrence of an event of an emergency nature, the nature of the remedy implemented by ACHA, and the cost of implementing such remedy. Actual and reasonable expenses for materials and labor for such emergency purposes shall be paid for from the Operating Account or by County, at County's discretion.

3. Review of Accounts Payable. ACHA shall review and approve all accounts payable invoices or bills to determine whether the invoice or bill is valid for payment in accordance with the Approved Budget and pay, to the extent that funds of the County are in the Operating Account or are made available by County to ACHA, all debts, expenses, and other obligations, including

all real estate taxes (or escrows therefor), utilities, insurance premiums, required mortgage debt service and other operating and rental expense of the Property reflected on the Approved Budget or required for emergencies as reflected above. All such payments shall be made prior to the time that any penalties or interest would accrue upon such sums. All purchases shall conform to the Alachua County Board of County Commission Procurement Code, as may be amended. ACHA shall use reasonable efforts to comply with the limitations on expenditures set forth in the Budget, with the exception of an emergency in which case ACHA may incur such expenses as are to protect life and County property. ACHA shall notify County of any such emergency expenses as soon as practicable after they are incurred but in no event later than three (3) days thereafter. ACHA shall not request payment of any invoices, whether to itself or a third party, marked up above actual cost, nor shall ACHA request payment of any compliance fees, marketing fees, mark-up on employees' salary or travel or fees marked up above actual cost.

4. Notification of Litigation. If ACHA shall be apprised of any claim, demand, suit or other legal proceeding made or instituted or threatened against the County on account of any matter connected with the Facility or the Properties, ACHA shall immediately notify the Alachua County Attorney's Office, 12 SE 1<sup>st</sup> Street, Gainesville, FL and give County all information in its possession in respect thereof. ACHA shall timely assist and cooperate with County in all reasonable respects in the defense of any such suit or other legal proceedings.

5. Media. If ACHA is, at any time, contacted by any media (e.g., television, radio, newspaper, magazine) regarding the Facility, tenants or other occupants of the Facility, the management of the Facility or the Alachua County Board of County Commission ownership of the Facility, ACHA shall keep a record of such inquiry and report the same to County. ACHA shall use its good faith and reasonable discretion in responding to such inquiries provided that if in the County's opinion such inquiry or response may be sensitive, controversial, or otherwise not in the normal course of operating the Facility, and County makes its opinion known to ACHA, ACHA shall make no response and shall immediately notify County.

6. Limitation Of Authority. Notwithstanding any provision of this Agreement to the contrary, in addition to all other restrictions on the authority of ACHA set forth in this Agreement, ACHA shall not, without the prior written approval of County, which County may withhold in its sole discretion, perform or take any of the following actions in connection with the Facility and/or on behalf of or burdening County:

- Make any expenditure or incur any obligation on behalf of the County, except for expenditures made and obligations incurred in accordance with this Agreement;
- Convey or otherwise transfer, pledge, lien or encumber any portion of the Facility or the Properties or any other asset of County or permit any of the foregoing to occur;
- Retain architects, engineers, attorneys, accountants or other professionals on behalf of County to supply goods or services;
- Pledge the credit of County for purchases made by ACHA;
- Obligate County for the payment of any fee or commissions with any real estate agent or broker;
- Borrow money or execute any promissory note or obligation or mortgage, deed of trust, security agreement or other encumbrance in the name of or on behalf of County;

- Adopt or change any policy relating to the management, operation, repair, or maintenance of the Facility that would be inconsistent with Alachua County Housing Authority's obligations under this Agreement;
- Undertake any Major Repair, reconstruction, or demolition of the Facility, unless authorized by the County.

**EXHIBIT 2 – REPAIR AND MAINTENANCE RESPONSIBILITIES**

The County and ACHA acknowledge that the County as the owner (or intended owner) of the Properties seek to provide some repair and maintenance of the Properties and Facilities, but that the day-to-day repairs and maintenance of the Facilities and the Units be with the ACHA. For this reason, it is necessary to distinguish the responsibilities.

For purposes of this Agreement, the following distinguishes between "Minor" Repairs and "Major" Repairs, based on estimated dollar values. ACHA will be responsible for handling Minor Repairs directly at the Facilities and its Unit, as listed below. The County will be responsible, at its expense for handling Major Repairs, as listed below. This list is not exhaustive as repair needs and costs can vary depending on the specific appliance, the extent of the damage, and the availability of parts. ACHA will notify the County’s Facilities Management if any Major Repairs are needed or are observed, or if ACHA receives knowledge of an issue that arises to a Major Repair. Major Repairs need prior approval and must not be directed or taken without coordination with the County.

Task	Minor Repairs	Major Repairs
Electrical	Up to \$1,000	Over \$1,000
Plumbing	Up to \$1,000	Over \$1,000
Appliances	Up to \$1,000	Over \$1,000
HVAC	Up to \$1,000	Over \$1,000
Roofing	Up to \$2,500	Over \$2,500
Landscaping	Up to \$500	Over \$500
Common Area Maintenance	Up to \$1,500	Over \$1,500
Structural Maintenance	Up to \$1,500	Over \$1,500

**1. Unit Maintenance**

***Appliances***

- Minor Repairs:
  - Refrigerators and components
  - Ovens and stovetops
  - Dishwashers (if applicable)
  - Microwaves (if applicable)
  - Washing machines and dryers in common areas
  - Replacement of broken or faulty appliances, with major replacements being coordinated with the owner.

***Electrical***

- Minor Repairs:
  - Replacing light bulbs and fixtures.

- Repairing or replacing electrical outlets and light switches.
- Repairing or replacing electrical circuit breakers.
- Ensuring smoke detectors are in place and functional.
- Ensuring any alarm system is functioning properly.
- Annual fee for a monitoring service, if applicable.
- Major Repairs:
  - Electrical system malfunctions or rewiring exceeding the dollar value threshold.
  - Electrical panel replacement exceeding the dollar value threshold.

### ***Plumbing***

- Minor Repairs:
  - Unclogging drains, toilets, and sinks.
  - Repairing leaky faucets or minor toilet repairs.
  - Replacing toilet seats, faucet handles, and showerheads.
  - Hot water heater replacement or repairs.
- Major Repairs:
  - Large leaks and burst pipes requiring professional plumbing services exceeding the dollar value threshold.
  - Sewer line issues requiring coordination with utilities.

### ***HVAC Systems***

- Minor Repairs:
  - Monthly filter replacement.
  - Drain pan cleaning and cleanout.
  - Thermostat battery replacement.
  - Preventive maintenance services.
- Major Repairs:
  - Full HVAC system replacements.
  - Compressor failures or ductwork repairs if necessary.

### ***Doors and Windows***

- Minor Repairs:
  - Fixing or replacing door handles, locks, deadbolts, and window latches and window locks.
  - Replacing broken windowpanes or screens.
- Major Repairs:
  - Structural repairs to frames or hardware.
  - Full door or window replacements exceeding the dollar value threshold.

### ***Pest Control***

- Minor Repairs:
  - Regular pest inspections and control measures.
  - Coordination of pest extermination services for more significant infestations.
- Major Repairs:

- Termite treatment and tenting.

## **2. Common Area Maintenance**

### ***Lawn Care and Landscaping***

- Minor Repairs:
  - Routine lawn mowing, weeding, and edging.
  - Fertilizing and watering schedules for common lawns.
  - Basic pruning of bushes and shrubs.
  - Tree trimming and maintenance.
- Major Repairs:
  - Tree removal and major trimming tasks exceeding the dollar value threshold.
  - Large-scale landscaping projects exceeding the dollar value threshold.

### ***Trash Removal***

- Minor Repairs:
  - Overseeing regular waste removal services.
  - Ensuring trash bins are clean and in good condition.
  - Coordination of bulk item removal when necessary.

### ***Grounds and Walkways***

- Minor Maintenance:
  - Routine cleaning and pressure washing of sidewalks, stairway, parking lots, and walkways.
  - Filling small cracks in pavement or walkways.
  - Removal of hazards like water accumulation.
  - Repairs to handrailing and stairs.
- Major Repairs:
  - Full replacement and repour of sidewalks & walkways.
  - Full replacement of handrails/stairs.
  - Steel replacement.

### ***Parking Areas***

- Minor Maintenance:
  - Monitoring and maintaining parking lots and spaces.
  - Ensuring signage is clear and visible.
  - Line striping when necessary.
  - Coordination of larger repairs or resurfacing projects.
- Major Maintenance:
  - Complete repave of parking area.
  - Stormwater repair and maintenance.

### ***Lighting***

- Minor Repairs:

- Replacing bulbs and light fixtures in common areas, including walkways, laundry room, stairway, hallways, porches, office.
- Major Repairs:
  - Upgrading or rewiring electrical systems related to exterior lighting.
  - Installing lighting and replacement of bulbs of the lighted parking lot and its associated lighting control system (photocell or electronic device, etc)

### **3. Building Systems Maintenance**

#### ***Roof and Gutter Maintenance***

- Minor Repairs:
  - Regular gutter cleaning and minor roof inspections for debris.
  - Repair of gutters and downspouts.
  - Repair of washouts associated with runoff.
  - Repair of soffits.
- Major Repairs:
  - Roof replacements or large-scale repairs to shingles, flashing, or structural elements.
  - Full gutter replacements or repairs involving significant roofline damage.
  - Full soffit replacement.

#### ***Structural Maintenance***

- Minor Repairs:
  - Painting and touch-ups of common areas.
  - Painting and touch-ups of interior/exterior of living spaces and Units.
  - Repairing or patching drywall.
- Major Repairs:
  - Foundation cracks or structural issues requiring licensed contractors.

#### ***Fire Safety Systems***

- Minor Repairs:
  - Routine testing of fire alarms, extinguishers, and sprinkler systems.
  - Ensuring compliance with fire codes and regulations.
  - Minor repairs to the sprinkler-based fire protection system.
  - Minor repairs/troubleshooting of the fire alarm system.
- Major Repairs:
  - Replacement of the sprinkler-based fire protection system.
  - Replacement of the fire alarm system.

## **EXHIBIT 3 - INSURANCE REQUIREMENTS**

### **TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"**

ACHA shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by ACHA, its agents, representatives, employees or subcontractors.

#### **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.

#### **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.

#### **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

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.

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.

#### **BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

#### **CYBER LIABILITY COVERAGE (when applicable)**

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. Commercial General Liability and Automobile Liability Coverages

a. 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 Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor'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 Contractor/Vendor's insurance and shall be non-contributory.

II. All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a 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.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners, 12 SE First Street, Gainesville FL, 32601