

**AGREEMENT BETWEEN ALACHUA COUNTY
AND THE ALACHUA COUNTY HOUSING AUTHORITY
FOR HOUSING FACILITY MANAGEMENT, NO 14639**

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 principle business address of 703 NE 1st Street Gainesville, FL 32601 hereinafter referred to as "ACHA". Collectively hereinafter, County and ACHA are referred to as "Parties".

WITNESSETH

WHEREAS, the County owns certain real properties located in Alachua County, Florida, more particularly described herein, for the purpose of providing permanent supportive housing (collectively, the "Facility"); and

WHEREAS, the County desires to contract with an organization to manage the Facility; 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 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 for a term of three (3) years from the date this Agreement is fully executed by the Parties ("effective date"), 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, executed with the same formalities as this Agreement.

2. **Agreement for Services**.

A. The County is the owner of the following real properties located in Alachua County, Florida, including the structures, infrastructure, fixtures, parking lots, and furnishings located thereon or to be located thereon (collectively, the "Facility"):

4341 SW 13th Street
Gainesville, Florida
Parcel no: 07218-001-000
(formerly known as Scottish Inn)

B. The County intends to use the Facility to provide permanent supportive housing. In accordance with the terms and conditions of this Agreement and to support this intended use, ACHA will perform the services, duties, and responsibilities to the County at 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 for the purposes of modifying the Services. After the effective date of this Agreement, the County Community Support Services Director will issue to ACHA a written notice to proceed in providing the Services for the Facility (“commencement date”).

C. During the term of this Agreement, the County or its Community Support Services, Housing Programs may develop and prepare written policies and procedures regarding the Facility, 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 ACHA upon execution. Nothing herein limits the County from taking whatever actions the County finds to be in the best interest of the Facility.

D. ACHA warrants and represents to County that the Facility shall be used and occupied only for permanent housing, permanent supportive housing, and rapid re-housing units (the “Permitted Use”), as described herein and allowed by the County. ACHA will occupy the Facility, provide the Services, and will control its agents, employees, invitees and visitors in such a manner as is lawful and will not create a nuisance to occupants in the Facility. ACHA shall not solicit business, distribute handbills or display merchandise within the Common Areas, or take any action that would interfere with the rights of other persons to use the Common Areas. ACHA shall not permit any activity that emits any odor or matter that intrudes into other portions of the Facility or use any apparatus or machine that makes undue noise or causes vibration in any portion of the Facility in a manner that interferes with the normal business operations of the facility. ACHA shall neither permit any waste on the Premises nor allow the Premises to be used in any way which would, in the reasonable opinion of County, be extra hazardous on account of fire or which would in any way increase or render void the fire insurance on the Facility.

E. The County may require Services at additional locations. In this event ACHA may be contracted to provide the Services via Amendment(s) to this Agreement.

3 **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 task(s) properly and satisfactorily.

B. ACHA will coordinate, cooperate, and work with County employees and any other contractors, professionals, and consultants retained by the County related to the Facility or its use.

C. This Agreement places no obligation on the County to hire, supervise, direct, control, operate, maintain, insure or provide benefits to the employees, volunteers, agents and assigns of ACHA. No employees, volunteers, agents and assigns of ACHA will be considered an employee, volunteer, or officer of the 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 such breach.

4. **Compensation.** For the Services actually, timely and faithfully performed by ACHA, the County agrees to compensate ACHA follows:

A. ACHA shall be paid by the County a sum during the term of the Agreement, based upon and as set forth in the provisions below and a preliminary Budget detailed in **Exhibit 2:**

(1) Management Fees.

a. During the term of this Agreement, the ACHA shall be entitled to receive, as compensation for services performed pursuant to this Agreement during each operating month, a percentage of the of the Effective Gross Income for such operating month, based upon occupancy, payable in the following manner:

Occupancy Rate	Management Fee
90% and above	12% of gross rental receipts

75% - 89.9%	13% of gross rental receipts
0% - 74.9%	13% of gross rental receipts until a supplemental rate is negotiated

c. The "Management Fee", is payable in arrears on the first day of each month. ACHA shall be entitled to disburse and pay the Management Fee to itself from the Operating Account.

d. In the event that occupancy falls below 75% the Parties may negotiate a supplemental payment by the County to ACHA to ensure no interruption in the management and operation of the property

e. 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 Effective Gross Income 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 rent actually paid under all leases for the Units, including any part of the Facility, for such operating month. Effective Gross Income shall not include: (i) the value of rental concessions, (ii) 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).

(3) In addition to the Management Fee and activities identified in **Exhibit 1**, ACHA may request reimbursement for reasonable costs and expenses incurred in performing the Services required. Requests shall be subject to reasonable review and approval by the Alachua County Community Support Services Department Director, or designee.

B. To facilitate the initial operations of the Facility, the County shall pay ACHA an amount not to exceed \$50,000.00 to be used for the establishment of the Operating Account as detailed in Exhibit 1, Paragraph B.1.

C. As a condition precedent for any payment, the ACHA shall submit an invoice to the County requesting payment for Services properly rendered and expenses due. ACHA's invoices shall describe with reasonable particularity the Services rendered. The ACHA's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. 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 6 below.

D. 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.

E. 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.

F. 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.

G. 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 that 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.

H. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment

Act”) and shall be remitted to the ACHA at the address listed in paragraph 6 below.

5. **Maintenance of Facility** The maintenance obligations of the Parties regarding the Facility and the Units located thereon are as set forth herein. The Parties agree as follows:

A. County or its authorized contractor have the right to enter the Facility at any time for any reason with reasonable notice, except it may enter without notice in the event of an emergency. 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 master key(s) with which to unlock all of the doors in, upon, and about the Facility, as well as its structures and rooms. ACHA shall not change the Facility's lock system without approval of the County.

B. The County and ACHA agree that ACHA will be responsible for the day-to-day maintenance of the Facility 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 3**, attached hereto and incorporated herein.

6. **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, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed delivered five (5) calendar days after mailing, unless delivery 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:

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

County:
Alachua County Community Support Services
Attn: Housing Director
218 SE 24th Street
Gainesville, FL, 32641

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

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Alachua County HA, CFO
kori@acha-fl.com

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

7. **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 calendar 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 for 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 satisfactorily 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 4 earned through the date of termination, but ACHA shall not be entitled to any other or further

8. **Records.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, ACHA 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 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.

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

C. Confidential Information. 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. 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.

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 OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

9. Insurance. ACHA will maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "4"** attached hereto. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "4-A"**. Permits. ACHA will obtain and pay for all necessary licenses, permits, certifications or any fees required for it to provide the Services.

10. County Property.

A. ACHA agrees to promptly, without delay, notify the County either by 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, 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.

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 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 at 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 the cleanup of any Hazardous Materials at the Facility. ACHA further agrees to timely assist and cooperate with County in working with applicable federal, state, or local authorities to effectuate the cleanup of any Hazardous Materials at the Facility, with all such decisions and actions being subject to County's prior written approval.

11. **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 laws relate to the design and/or building and zoning codes and local laws. ACHA shall make commercially reasonable efforts to notify the County promptly if it becomes aware of any violation of any such above-described laws.

12. **Indemnification.**

A. 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.

B. 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 from 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.

13. **Amendment and Assignment.** The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and ACHA each bind the other and their respective successors and assigns in all respects to all terms, conditions, covenants, and provisions of this Agreement.

14. **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 in the full performance of the Agreement.

15. **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.

16. **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.

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

18. **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.

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

20. **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.

21. **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.

22. **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 to complete execution and delivery of this Agreement and bind the Parties to the terms.

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

24. **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 a 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: _____
Charles S. Chestnut 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: Ronald W. Hall
Print: Ronald W. Hall
Title: Director of Operations

By: Amanda Nazaro
Print: Amanda Nazaro
Title: Executive Director
Date: 09/09/2025

EXHIBIT 1 - SCOPE OF SERVICES

A. In General

In accordance with the terms and conditions of the Agreement between Alachua County and the Alachua County Housing Authority ("ACHA ACHA shall provide the following management, administrative, and operations for the Facility, as defined in the Agreement, on behalf of Alachua County ("Services"), including, Services, functions, and responsibilities that may be supplemented, enhanced, modified or replaced during the term.

1. ACHA will enter into a standard lease with residents identified, approved, and referred by the County.
2. ACHA will hire at least one (1) fulltime, on-site property Manager who will be an employee of ACHA to maintain the daily operations and management of the Facility ("ACHA Manager").
3. The onsite property ACHA Manager will oversee the daily operations, management, and requirements of the Facility, including but not limited to:
 - a. Customer service,
 - b. Leasing paperwork,
 - c. Work orders,
 - d. Janitorial,
 - e. Managing the Facility,
 - f. Landscaping
 - g. Pest control
 - h. Unit make-readies
4. ACHA will provide routine maintenance for the Facility based on an hourly contract rate of \$53.00 per hour, in fifteen (15) minute intervals, per person. Hourly rate will increase \$1.50 per year until it reaches a maximum hourly rate of \$75.00. Work orders will be based on a per hour cost.
5. Facility units will be inspected at least annually to ensure all housing quality standards are met and maintained. This does not limit the County's right to inspect the Facility conducted in coordination with ACHA.
6. ACHA will utilize their own CPA to maintain all budgeting needs and ACHA will provide the technology and software needed to provide Services the Facility.

7. ACHA will ensure all legal issues are resolved by the current ACHA attorney.
8. ACHA shall return all net profits in excess of \$50,000.00 to the County, annually based on the County's Fiscal Year (October 1-September 30) for the purpose of establishing a capital improvement budget to modernize and enhance the Facility over the next 20+ years.
9. ACHA will provide quarterly financial statements and occupancy reports to the County.
10. ACHA shall maintain regular coordination and communication with the County to review ongoing capital improvements or other maintenance requirements.

B. Specific Duties of Alachua County Housing Authority

1. Rent Roll: Within 90 days of the Commencement Date, ACHA shall provide County with a current rent roll (in a form reasonably approved by County) covering the current calendar month. From and after the Commencement Date, ACHA shall update such rent roll quarterly.
2. Budget:
 - a. On or before November 1st of each year in the Term, ACHA shall prepare and provide an updated budget on a calendar year basis and deliver the update to County, for County's review. The County shall present any comments on the updated annual budget to ACHA, and ACHA shall revise such updated budget accordingly and deliver a revised updated budget to County on or before the later of: (a) twenty (20) calendar days after receipt of the County's comments or (b) December 15th.
 - b. The annual operating budget (with revenue and expenses allocated quarterly) 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. Without limitation, the operating budget shall include the following items:
 - i. Repairs and maintenance of the Property.
 - ii. Charges for utility services.
 - iii. Charges for landscaping, janitorial, extermination and security services.
 - iv. Charges for supplies used exclusively for maintenance, such as light bulbs, air filters and cleaning supplies.
 - v. Management Fee (as hereinafter defined)
 - vi. Training and information technology expenses.

- vii. Other expenses and capital expenditures, as are approved in writing by County.
 - c. Approved Budget. ACHA shall implement and administer the budget described herein and as approved by County (the "Approved Budget").
- 3. Property Inspection: Within 30 calendar days following the Commencement Date, ACHA shall 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, on or before January 15, April 15, July 15, and October 15 of each year. The County may attend each inspection.
- 4. Transfer of Utility Billings:
 - a. Within 30 calendar days following the Commencement Date, ACHA shall transfer non-individually metered utilities to ACHA's address (if different from the current billing address) and review all utility services being provided. All utilities will be in the name of ACHA.
 - b. For units that have individually metered utilities, ACHA shall ensure that the utility billings are transferred to the resident during the leasing process
- 5. Preventive Maintenance Plan: Within 90 calendar days following the Commencement Date, ACHA shall prepare and deliver to County for County's approval a plan (in the form reasonably approved by the County) for preventive and scheduled maintenance and testing for all mechanical equipment and systems within the Facility, which shall 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 (once approved by County, the "**Preventive Maintenance Plan**"). The frequencies and procedures outlined in the Preventive Maintenance Plan must: (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 the period from the Commencement Date through the end of the current calendar year. ACHA shall update the Preventive Maintenance Plan annually and provide the County with a copy for review.
- 6. Budget vs. Actual Reporting: Quarterly, ACHA shall prepare and deliver to County on the 20th of the first month of any subsequent quarter a statement for the prior quarter comparing the quarterly budgeted amounts collected and disbursed as outlined in the Approved Budget, against the actual amounts collected and disbursed, on an accrual basis, in a form reasonably approved by County, 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. ACHA shall furnish to County at such time: (a) a list of all disbursements including vendor name, amount, check number and a brief description; (b) a list of all occupied units showing prior delinquencies or prepaid amount, monthly billings, rents received, and current delinquencies or prepaid amounts; (c) copies of monthly bank statements (including the Security Deposit Account), with reconciliations of each; (d) Management Fee computations; (e) details of upcoming capital improvement projects, including timing, budgets and expected source of funds for payment; (f) a narrative report of significant Facility management activities; and (g) a detailed project activity ledger print out.

7. Financial Statements: ACHA shall prepare and deliver to County on the 20th of the month after the close of each quarter a quarterly financial statement of the Facility, prepared in accordance with accrual method reporting systems for residential properties, including a reconciliation of the net cash for the same period reported and including any expenses relating to the Facility, or the Alachua County Board of County Commissioners' ownership of the Facility, paid directly by County of which County timely notifies ACHA.

8. Other Reports: ACHA shall, on a mutually acceptable schedule, prepare and submit to County such other reports as County shall specify, including, but not limited to, the following:

- a. Occupancy, leasing status,
- b. Incidents and accidents, (Emergency Service activities)
- c. collection reports
- d. bank reconciliations
- e. Escrow and trust accounts
- f. List of all security deposits held.

9. Lease Administration:

- a. Exclusive Representation. Subject to County's approval, during the Term ACHA shall serve as County's exclusive representative and agent in all dealings with existing and future tenants at the Facility. ACHA shall have the authority to negotiate and execute leases in accordance with minimum leasing requirements.
- b. Initial Leasing. ACHA shall undertake a program to lease and re-lease the Units at the Facility to tenants, including preparing for County an overall leasing program, reporting quarterly to the County the leasing status of the Units, preparing rent rolls, advertising the availability for rental of the Units or any portion thereof, preparing (in conjunction with the County's counsel, such counsel

to be paid by the County) a standard form of lease, to be approved by the County before submission to prospective tenants and quarterly (on or before 30 calendar days prior to the end of each quarter) preparing for County a schedule of rents for the Units for the coming quarter to be approved by County; ACHA shall also originate, negotiate (with County's participation, at County's election) and execute, all leases for the Units in accordance with County pre-approved terms and in accordance with minimum leasing requirements.

c. Cancellation of Residential Leases. Consistent with the terms hereof and the County's Policy and Procedures, ACHA has the authority to cancel leases for the Units, to terminate tenancies for the Units, and to sign and serve the required notices in the name of the County.

d. Resident Displacement In the event a resident must be displaced due to emergency, or scheduled repairs or maintenance ACHA shall obtain needed temporary housing for the displaced resident at no additional cost to the resident payable from operational budget.

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 all units consistent with the terms hereof, as well as any applicable policies or procedures, ACHA has the authority to institute and prosecute legal actions, evict tenants and recover possession of the premises, sue for and in the name of the County to recover rents and other sums due, when deemed expedient, and settle (if the amount in dispute is less than \$5,000), compromise and release such actions or suits and/or reinstate such tenancies; provided, however, that in no event shall any settlement, release or compromise exceed \$5,000 without the prior written consent of County. All legal expenses incurred in bringing such approved suit or proceeding or from the Operating Account.

g. Subleasing. Subleasing of residential units shall not be permitted.

10. Management

a. Implementation of County's Decisions. 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.

b. Vendor Contracts. Within the limitations of the Approved Budget and Preventative Maintenance Plan, ACHA shall coordinate, supervise, arrange for, and/or direct the management and physical operation of the Facility, including but not limited to, building cleaning, maintenance, and general building repairs and maintenance, waste management, equipment maintenance, and window cleaning. In connection with the foregoing, ACHA shall arrange for such services utilizing their established procurement processes. No authorization is required from the

County, unless the services are not included in the Approved Budget. No such County authorization is necessary if the contract is within the Approved Budget, is with a contractor or service provider approved by County and is cancelable on 30 calendar days' notice. As a condition to obtaining any required County authorization, ACHA shall supply County with a copy of the proposed contract and shall disclose to County the relationship, if any, between ACHA and the party proposed to supply such goods and/or services.

c. Contract Limitations. Each service contract entered into by ACHA shall not extend for more than one year (with the exception of service contracts that are routinely more than one year, such as laundry contracts, etc.), and shall include a provision of cancellation thereof upon not more than 30 days' written notice, and shall require that all contractors provide evidence of insurance in amount deemed sufficient by the County. All service contracts entered into by ACHA for the account and in the name of the Facility, and the funds necessary to pay for the services so obtained, shall be paid from the Operating Account (hereinafter defined). ACHA shall review all service contracts on an annual basis and determine whether to retain or cancel the services being provided.

d. Market Rate Services. The County and ACHA agree that all goods and services purchased from individuals or companies with which the County or ACHA has an interest shall be purchased at costs not in excess of those that would be incurred in making purchases from any individual or company not affiliated with County or ACHA.

e. Property Employees. ACHA shall hire, discharge, supervise, and screen (including criminal background checks and drug testing to the extent deemed appropriate by ACHA) all employees required for the operation and maintenance of the Facility in the name of ACHA ("**Property Employees**"), it is agreed that all such operations and maintenance personnel whose regular daily work station is (in whole or in part) at the Facility shall be employees of ACHA. ACHA 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. To the extent legally allowed, 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). Notwithstanding anything in the foregoing to the contrary, it is agreed that ACHA shall be required to bear the costs of all salaries of ACHA's executive personnel from the compensation to be paid ACHA pursuant to the terms of this Agreement. No general, administrative or overhead costs of ACHA's executive personnel shall be passed through to County. If any costs of the Property Employees, including off-site employees providing services for the ACHA in connection with the Project, are incurred in part for the Facility and in part for other properties (e.g. the salary of an ACHA, Maintenance Director, or Property Accountant), 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.

- b. Purchase of Supplies. ACHA shall purchase all supplies incidental to building operation and maintenance in accordance with the Approved Budget.
- c. Resident 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 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.
- d. Preparation of Units. ACHA shall see that each space available for lease is placed in good rentable order after being vacated by a tenant and that any chargeable damage is collected from the vacating tenant by charging the security deposit or otherwise collecting monies due.
- e. Lease Enforcement. ACHA shall enforce the terms and conditions of tenant 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.
- f. Sale of Property. ACHA shall cooperate fully with County in any attempt(s) by County to effectuate a sale of the Facility, in whole or in part, or to obtain financing secured by the Facility. This obligation includes, 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.

11. Administrative.

- a. Bank Accounts.
 - i. ACHA shall use commercially reasonable efforts to collect when due all rents and other receipts due and owing from tenants of the Facility and any other amounts and charges which may become due from time to time from tenants or any other parties with respect to the Facility, and promptly deposit all rents and other receipts collected for County in an interest-bearing account or accounts separate from all other accounts and funds of ACHA, with a financial institution whose deposits are insured by an agency of the United States government (the "**Operating Account**"). The Operating Account shall be the sole and exclusive property of the County, and ACHA shall retain no interest therein. The Operating Account shall be established in the name of the ACHA as trustee to be held in Trust for the County. ACHA shall use the Operating Account to pay all approved and authorized expenses, as set forth herein, 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.

ii. ACHA shall use commercially reasonable efforts to collect, deposit, and disburse security deposits, if required, in accordance with the terms of each tenant's lease and in accordance with applicable law. ACHA shall maintain detailed records of all security deposits collected. Security deposits will be deposited by ACHA in a non-interest-bearing escrow account, 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**").

iii. ACHA shall set up and maintain appropriate reserve accounts for deferred and contingency expenditures for the Facility in accordance with the Approved Budget.

iv. Emergency Disbursements. Emergency repairs, involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Facility, or for the safety of the tenants or required to avoid the suspension of any necessary service to the Facility 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 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.

v. 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 Facility 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 ACHA 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 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.

vi. Distribution of Cash Flow. ACHA shall distribute cash flow from the operation of the Facility to the extent available in accordance with all agreements applicable to the Facility.

b. Books and Records.

i. Maintenance of Books and Records. ACHA shall set up and maintain all books of account and other appropriate and necessary records of the County relative to the Facility. ACHA shall maintain original accounting records for the Facility for three years, or such longer period of time as is required by law.

ii. Examination by County. County or its representatives may conduct examinations upon reasonable prior notice (except in the case of an emergency in which case such examination may be conducted immediately and without notice), during business hours, of the books and records maintained for County by ACHA, and such books and records shall be deemed owned by County.

c. Marketing.

i. General Marketing Duties. ACHA has the following responsibilities in providing marketing information to County: (i) evaluate existing marketing materials, (ii) define current and anticipated quarterly market conditions and costs, (iii) define targeted tenants, (iv) list promotional materials and costs, (v) estimate lease-up time with projected occupancy rates at six-month intervals until 90 percent occupancy is obtained, (vi) anticipate completion dates to achieve marketing plan goals, (vii) monitor activity within the immediate market area and assess market conditions affecting Facility reporting on a quarterly basis, and (viii) identify how the Facility's marketability can be maintained or enhanced. The Plan shall include, at a minimum, the following Minimum Leasing Guidelines.

ii. Minimum Leasing Guidelines: Minimum Leasing Guidelines established jointly by County and ACHA, setting forth target rental rates and premiums for each unit type and amenity package, together with maximum leasing incentive allowances for promotional purposes.- In no event will ACHA execute any lease (or any renewal or extension thereof) on terms which (i) vary from the minimum leasing guidelines, or (ii) cause the County to violate the Minimum Set-Aside Test, the Rent Restriction Test or any other document executed in connection with the Tax Credits or the Project Loans.

d. Notification of Litigation. If ACHA is aware 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, ACHA shall immediately give County all information in its possession in respect thereof, and shall timely assist and cooperate with County in all reasonable respects in the defense of any such suit or other legal proceedings.

e. Tax Filings. ACHA, unless otherwise instructed, shall obtain and verify bills for real estate and personal property taxes, improvement assessments, and other like charges which are or may become liens against the Facility and recommend appeal as in its best judgment as it may decide. ACHA shall pay legally owed taxes and mortgages from the Operating Account unless otherwise directed.

f. 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 Commissioner's 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.

g. Additional Services. ACHA shall provide such other services as are required under the terms of this Agreement or as are customarily provided by management companies of similar properties in the area of the Facility.

h. 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:

- i. Make any expenditure or incur any obligation on behalf of the County, except for expenditures made and obligations incurred in accordance with this Agreement;
- ii. Convey or otherwise transfer, pledge or encumber any portion of the Facility or any other asset of County or permit any of the foregoing to occur;
- iii. Institute or defend lawsuits or other legal proceedings on behalf of County if amounts in dispute exceed \$5,000;
- iv. Terminate or modify leases (except in accordance with any guidelines approved by County for the enforcement of leases as set forth in the Agreement and this Scope);
- v. Pledge the credit of County for purchases made by ACHA;
- vi. Obligate County for the payment of any fee or commissions with any real estate agent or broker;
- vii. 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;
- viii. Authorize the connection or disconnection of the Internet, broadband, DSL, cable, or other communication services (whether similar or dissimilar to the foregoing) to the Facility, with the exception of antennae agreements relating to the Facility;
 - ix. Adopt or change any policy relating to the management, operation, repair, or maintenance of the Facility that would be inconsistent with ACHA's obligations under this Agreement;
 - x. Undertake any significant alteration, reconstruction, reconfiguration, or other physical change to the Facility;
 - xi. Take any action or permit any action to be taken that would violate any provision of the Facility's financing or any law, rule, regulation or governmental requirement applicable to the Facility;
 - xii. Incur any expense on behalf of the County or pay any expenses from the operating account in excess of \$5,000, which is not permitted in the Project Budget or under the Plan; or
 - xiii. Take any other action in connection with the Project that is either prohibited or not expressly permitted under this Agreement or the Plan.

EXHIBIT 2 – BUDGET

Scottish Only

Dwelling Rent	311,600.00
Other Income - Tenant	3,000.00
Total Income	314,600.00
Management Fee	38,325.00
Legal	7,000.00
Internet	14,600.00
Admin Sundry	1,600.00
Total Admin	61,525.00
Water	10,800.00
Electric	27,000.00
Street Lights	2,400.00
Total Utilities	40,200.00
Materials	10,000.00
Extermination	11,400.00
Routine Maintenance	17,873.00
Heating & Cooling	2,400.00
Landscape & Grounds	2,340.00
Unit Turn	12,000.00
Garbage & Trash	4,350.00
Total Maintenance	60,363.00
Security	84,240.00
Total Protective Services	84,240.00
Total Expenses	246,328.00
Total Net Income	68,272.00

EXHIBIT 3 – REPAIR AND MAINTENANCE RESPONSIBILITIES

The County and ACHA acknowledge that the County as the owner of the Properties, the County understands that certain repair and maintenance items will require its involvement and support, but that the day-to-day repairs and maintenance of the Facility 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 managing and carrying out Minor Repairs at the Facility and within the Units. For Major Repairs, the County will be financially responsible, but ACHA will still be responsible for coordinating the work, including vendor selection (with County input as needed), scheduling, and oversight. All Major Repairs require prior approval from the County before any work begins.. The repair categories and cost thresholds listed below are intended as general guidance. Actual repair needs may vary based on the type of equipment, the severity of the issue, and market conditions such as labor or material availability. ACHA is responsible for initiating all repairs, including contacting vendors, scheduling service, and managing the work, whether the repair is considered "Minor" or "Major". ACHA will notify the County Facility Management when a Major Repair is needed, observed, or underway. No Major repair should proceed without the County's prior approval. Even when the County is covering the cost, ACHA will continue to manage the coordination of the work.

Task	Minor Repairs	Major Repairs
Electrical	Up to \$2,500.00	Over \$2,500.00
Plumbing	Up to \$2,500.00	Over \$2,500.00
Appliances	Up to \$2,500.00	Over \$2,500.00
HVAC	Up to \$2,500.00	Over \$2,500.00
Roofing	Up to \$5,000.00	Over \$5,000.00
Landscaping	Up to \$1,500	Over \$1,500
Common Area Maintenance	Up to \$3,000.00	Over \$3,000.00
Structural Maintenance	Up to \$3,000.00	Over \$3,000.00

EXHIBIT 4 - INSURANCE REQUIREMENTS

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

The Contractor 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 work hereunder by the contractor/vendor, his 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:

12. 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.

13. 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,

12 SE First Street, Gainesville FL, 32601

Commissioners MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT 4-A - CERTIFICATE OF INSURANCE