

SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the Northeast Gainesville/Duval Area Neighborhood Front Porch Florida Community Inc., Revitalization Council with headquarters in Gainesville, Florida (hereinafter referred to as the "Council"), and the City of Gainesville, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

- A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. WHEREAS, the Council has received these grant funds from the State of Florida Office of Urban Opportunity, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and
- C. WHEREAS, the Council has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Council and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Both the Recipient and the Council shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or on June 10, 2002, whichever is later and shall end June 30, 2003, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT; REPAYMENTS

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

All refunds or repayments to be made to the Council under this Agreement are to be made payable to the order of "Northeast Gainesville/Duval Area Neighborhood Front Porch Florida Community Inc.," and mailed directly to the Council at the following address:

Northeast Gainesville/Duval Area Neighborhood
Front Porch Florida Community, Inc.
Attn: Community Liaison
908 S.E. Williston Road
Gainesville, FL 32641

In accordance with § 215.34(2), Fla. Stat., if a check or other draft is returned to the Council for collection, the Council must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(5) RECORDKEEPING

(a) All original records pertinent to this Agreement shall be retained by the Recipient for three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the three- year period and extends beyond the three-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for three years after final disposition.

3. Records relating to real property acquisition shall be retained for three years after closing of title.

(b) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(c) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Council, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Council.

(6) REPORTS

(a) At a minimum, the Recipient shall provide the Council with a closeout report.

(b) The closeout report is due 60 days after termination of this Agreement or upon completion of the activities contained in this Agreement.

(c) If all required reports and copies, prescribed above, are not sent to the Council or are not completed in a manner acceptable to the Council, the Council may withhold further payments until they are completed or may take such other action as set forth in paragraph (9). The Council may terminate the Agreement with the Recipient if the (close-out report) is not received within 30 days after written notice by the Council. "Acceptable to the Council" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work.

(d) Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Council.

(7) MONITORING.

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement.

(8) LIABILITY.

Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Council. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies.

Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(9) DEFAULT; REMEDIES; TERMINATION.

- (a) If the necessary funds are not available to fund this agreement as a result of action by Congress, the State Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Council to make any further payment of funds hereunder shall, if the Council so elects, terminate and the Council may, at its option, exercise any of its remedies set forth herein, but the Council may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Council shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Council and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Council , and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Council.

3. If any reports required by this Agreement have not been submitted to the Council or have been submitted with incorrect, incomplete or insufficient information;

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as Attachment A.

(a) Upon the happening of an Event of Default, then the Council may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Council from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Council for the amount of costs incurred for any items determined to be ineligible;

5. Exercise any other rights or remedies which may be otherwise available under law;

(a) The Council may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(c) In addition to any other remedies, the Recipient shall return to the Council any funds which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(d) This Agreement may be terminated by the written mutual consent of the parties.

(e) Notwithstanding the above, the Recipient shall not be relieved of liability to the Council by virtue of any breach of Agreement by the Recipient. The Council may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Council from the Recipient is determined.

(10) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

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

Gilbert Means, Chair
NE Gainesville/Duval Area Front Porch Florida
Community, Inc.
908 S.E. Williston Road
Gainesville, Florida 32641
Telephone: 352/377-1911
Fax: 352/377-9693

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Jacqueline S. Richardson, Housing Manager
City of Gainesville-Housing Division
Station 10B, P.O. Box 490
Gainesville, FL 32602
Telephone: (352) 334-3026
Fax: (352) 334-2272
Email: richardsjs@ci.gainesville.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative

will be rendered as provided in (10)(a) above.

(11) OTHER PROVISIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Council request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Council and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Council from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Alachua County, Florida.

If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the Council of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Council hereunder, or affect the subsequent exercise of the same right or remedy by the Council for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Council under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(12) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

Recipient:

City of Gainesville

BY: TBussing

Name and title: Thomas D. Bussing, Mayor

Date: 6/12/02

SAMAS # _____ FID# _____

ATTEST:

[Signature]

Kurt M. Lannon, Clerk of the City Commission

APPROVED AS TO FORM:

[Signature]

City Attorney

JUN 12 2002

(SEAL)

STATE OF FLORIDA

Northeast Gainesville/Duval Area Neighborhood Front Porch Florida Community Inc.,
Revitalization Council

BY: _____

Name and Title: Gilbert Means, Chair

Date: _____

Attachment A

Budget and Scope of Work

SCOPE OF WORK

PURPOSE: The Northeast Gainesville/Duval Area Neighborhood Front Porch Florida funds (FPF) will be used to retrofit eligible homes in the Northeast Gainesville/Duval Area Neighborhood. A minimum of three homes shall be retrofitted.

BUDGET

1. Administrative costs (Not to exceed 10% of total funds budgeted)

Related office expenses \$ 2, 500.00

2. Construction labor and materials (retrofits) \$22, 500.00

3. Total funds budgeted for this agreement \$25, 000.00

4. Any unused administrative funds shall be used for construction retrofits (labor and materials).