

**SUBRECIPIENT AGREEMENT  
AGREEMENT BETWEEN Alachua County  
AND  
[Subrecipient]  
FOR  
Community Development Block Grant Program  
FFY2008 Disaster Recovery Program**

THIS AGREEMENT, entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Alachua County (herein called the “Grantee”) and City of Gainesville, a municipal corporation in Alachua County, Florida, (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

**SCOPE OF SERVICE**

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2008 Disaster Recovery Program Agreement in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

*Subrecipient shall undertake and complete the activities as set forth in **Attachment A** of this Agreement, which provides a description of each activity, including the products to be provided and/or services to be performed, and identifies the person or entity providing the services, the location of the activities, the recipients of the services, and the manner and means of the services.*

**General Administration**

*Subrecipient will be responsible for the general administration of the CDBG Disaster Recovery Program for FY 2008 activities in a manner satisfactory to the Grantee and consistent with the standards set forth in the Agreement. Such program will include the following activities eligible under the CDBG Disaster Recovery Program as identified in **Attachment A**.*

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet (indicate which National Objective). Briefly describe how this National Objective will be met.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

*Subrecipient shall undertake and complete the activities as set forth in **Attachment A** and report such measures as united rehabilitated, persons and households assisted, and time frames for performance to the Grantee as requested.*

D. Staffing

*Subrecipient will utilize its paid in implementing the CDBG FY 2008 Disaster Recovery Program. Subrecipient shall ensure adequate and appropriate staffing are allocated to each CDBG FY 2008 Disaster Recovery Program activity as identified in **Attachment B**.*

A Grantee might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

E. Performance Monitoring

The Grantee shall monitor the Subrecipient's performance under this Agreement, as well as the FFY 2008 Disaster Recovery Program Agreement between the Grantee and the Department of Community Affairs to ensure that time schedules are being met, the Schedule of Deliverable and Scope of Work are being accomplished within the specified time period, and other performance goals are being achieved. A review shall be done for each function or activity in the Scope of Work above and reported in the quarterly report.

In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Grantee staff, limited scope audits, and/or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Department to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Grantee will monitor the

performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the day of October 1, 2010, and end on the March 31, 2012. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

*The CDBG Year 2008 Disaster Recovery Program funds shall be used solely for the stated purposes set forth in this Agreement and **Attachment C**, and the expenditures shall be supported by contracts, invoices, vouchers and other related data as appropriate, including any reports required by the Subrecipient evidencing the programs costs incurred.*

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$100,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

**Grantee**

Leslie McClendon, Planner  
 Grantee Alachua County  
 [Address] 10 SW 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor

**Subrecipient**

Jacqueline Richardson, HCD Manager.  
 Subrecipient City of Gainesville  
 [Address] PO Box 490, MS 22

[City, State, ZIP] Gainesville, FL 32602 [City, State, ZIP] Gainesville, FL 32602  
 [Telephone] 352-374-5249 [Telephone] 352-393-8628  
 [Fax Number] 352-338-3224 [Fax Number] 352-334-3166

**VI. SPECIAL CONDITIONS**

1. Prior to the obligation or disbursement of any funds and no later than ninety-days (90) from the effective date of the Grantee's agreement with DCA June 16, 2010, the Subrecipient shall complete the following:
  - a. Coordinate with the Grantee to comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedure for Title I Community Development Block Grant Programs and 40 C.F.R. Section 1500-1508, national Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department of Community Affairs (DCA), DCA will issue a Release of funds via the Grantee.
  - b. The documentation required in Article VIII, paragraph D2 in this Agreement for any professional services contract associated with activities funded under this grant.
2. The Subrecipient shall not undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended.
3. Payment for the acquisition of property, right-of-way, or easement must be approved in writing by the Grantee prior to distribution of funds. Should the Subrecipient fail to obtain Grantee approval, any portion of the cost of the acquisition exceeding Fair Market Value as established in the Housing and Urban Development (HUD) Handbook 1378 shall not be paid with Disaster funds. Furthermore, if grant funds are used for acquisition, the requirements of 24 CFR 570.83 (e) (2) regarding final use or disposition shall be met.
4. If grant funds are used for acquisition of property for, or infrastructure in support of, LMI housing construction, construction of the housing must be completed and LMI benefit documented during the sub-grant period.
5. If the project involves installation of new sewer lines, or a new sewer treatment plant funded (partially or wholly) from Disaster funds and new sewer lines funded by another source, the Subrecipient shall document notification to appropriate households of the requirement in Section 381.00655(1), Fla. Stat. (1995) to hookup to the sewer system within 365 days of its availability. (Note that the notification is to be provided at least one year prior to the anticipated availability of the system.) Special assessments or impact fees cannot be charged to households that are to be hooked-up to a water or sewage system.
6. The maximum percentage of subgrant funds allowed for architectural and engineering costs shall be based on the subgrant activities which require architectural design and engineering and shall not exceed the Rural Development (RD) Rural Utility Service (RUS) fee schedule (Form RD 1942-19) in Florida RUS Bulletin 1780-9, which can be obtained from the Grantee, and which is incorporated herein by reference.
  - a. If more than one design professional is needed for an activity or activities (e.g., a landscape architect in addition to an engineer for sidewalk construction in a Commercial Revitalization project), the local government shall not exceed the appropriate RD/RUS fee curve for each activity covered by each design professional negotiated

separately. For projects involving both Table I and II activities, engineering costs shall be pro-rated appropriately. The Grantee will not fund or reimburse costs of engineering activities that are not eligible under the Rural Utilities Service (RUS) fee schedule or those costs that exceed the RUS rates.

7. The Subrecipient, by executing this Agreement, certifies that program income received and retained by the local government before closeout of the grant will be used to continue grant activities in compliance with all applicable requirements of 25 C.F.R. Section 570.489(e). The amount of program income earned and expended must be reported to DCA via the Grantee on a quarterly basis.
8. A deed restriction shall be recorded on any real property or facility acquired with Disaster funds. This restriction shall limit the use of that real property or facility to the use stated in the Application and that title shall remain in the name of the Subrecipient. Such deed shall be made a part of the public records in the Clerk of Court of the County in which the Subrecipient is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. Section 85.31. Any future change of use shall be in accordance with 24 C.F.R. Section 570.489(j).
9. The Subrecipient shall conduct all public hearings relating to this Agreement and performance hereunder in a location that is accessible to physically handicapped persons or make such accommodations as necessary to provide for active participation of handicapped persons desirous of attending such public hearings.
10. All amendments to the activities contained in the application, including proposed new activities must be approved by DCA via the Grantee in writing prior to the date of initiation of that activity or the execution of any contract with any third party relating to such activity. The Grantee reserves the right to require that an activity meeting the Low to Moderate Income (LMI) national objective be replaced with another activity meeting the LMI national objective if the original activity cannot be completed.
11. All requests for subgrant amendments shall include the following written documentation for review by the Grantee:
  - a. A cover letter signed by the Chief Elected Official or his or her designee which describes the need for the proposed changes and their effect upon the approved project.
  - b. All application forms that would be changed by the proposed amendment.
  - c. If applicable, a revised activity work plan; a revised budget showing the current and amended budget; if there is a change in activity location, a legible map which indicates the proposed change.
  - d. If applicable, a copy of the minutes of the meeting of the Citizen's Advisory Task Force (CATF) when the proposed amendment was reviewed.
  - e. If applicable, a copy of the public notice of the public hearing at which the amendment was approved.
  - f. Signature of the Chief Elected Official on Modification Form DCA 07.02.
  - g. The amendment must be received by the Grantee at least 45 days prior to the end of the subgrant agreement. If the amendment is extending the subgrant agreement period, it must be received by the Grantee at least 90 days prior to the end of the subgrant agreement.

- h. If the local government requests administrative closeout prior to the termination date of the subgrant agreement, any amendment affecting closeout and requiring Grantee approval must be included with the closeout.
  - i. Any proposed amendment extending the termination date of the subgrant agreement must be approved by the Grantee. The local government must explain any delay affecting project completion and must justify the need for the extension.
12. The Subrecipient shall comply with the historic preservation requirements of 24 C.F.R. 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and with all other environmental regulatory requirements.
13. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; Disaster financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h).
14. The Subrecipient shall maintain records of its expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget line items by service area contracted activity as defined on Attachment A, Budget and Scope of Work, and on Attachment I, Activity Work Plans.
15. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package, and a copy of the certification shall be submitted with the administrative closeout package.
16. If, as a result of a site visit, the Grantee identifies any issues affecting the eligibility for funding any activity in the application, the local government shall provide information necessary to establish eligibility for the activity under the Disaster Recovery initiative program requirements or replace the activity with a new activity meeting program requirements.
17. Following demolition of a structure on private property, the local government shall place a lien against the real property for the cost of demolition. If the lien is not recorded against the real property, then the demolition cost is not an eligible cost under the grant. A lien is not required when the demolition is needed for residential reconstruction completed during the sub-grant period. A copy of the lien shall be maintained in the project files. When the lien is paid, the funds shall be treated as program income in accordance with CDBG regulations in 24 CFR 570.
18. For any activity performed as an "urgent need," the project files shall document that the activity meets the requirements of 24 CFR 570.483 (d) to qualify under the "urgent need" national objective. For these disaster recovery funds, the "threat to health or welfare" portion of the requirements may be established in the context of the 2008 hurricane season damage. The Subrecipient must submit an appropriate and properly completed National Objective Form, including attachments; to the Grantee for review and approval before funds may be drawn down to implement those activities. A copy of the approved National Objective Form must be maintained in the sub-grant file.

19. If grant funds are used for the “slum and blight” national objective, the Subrecipient must submit a National Objective Form, including attachments, to the Grantee for review and approval before funds may be drawn down to implement those activities. Before approval, the project files must document that the activity took place in an area officially designated as “slum” or “blighted” and meets HUD requirements for “slum and blight” on an area basis, or “slum and blight” on a “spot blight” basis. A copy of the approved National Objective form must be maintained in the sub-grant file.
20. For activities where hookups or connections are required as a condition for beneficiary access to a Disaster Recovery funded public improvement, no hookup or connection fees shall be charged to very- low, low or moderate-income beneficiaries.
21. For any construction contract that requires payment of prevailing wages under the Davis-Bacon and Related Acts (DBRA), the Subrecipient shall take the following actions so that the Grantee may convey reporting requirements to the Department of Community Affairs:
  - a. Obtain a wage decision from DCA via the Grantee using its Wage Decision Request form or a similar document with the same information; and
  - b. Prior to awarding the construction contract, submit the Bidding Information and Contractor Eligibility form, or document with the same information, and obtain DCA’s confirmation via the Grantee that the contractor is not excluded from participation in federally funded projects.
22. Pursuant to the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), no activity may receive assistance from these funds with respect to any cost that is reimbursable by FEMA, eligible for Small Business Administration assistance, insurance, or any other program or sources. The Subrecipient’s project files shall document how compliance with this prohibition on duplication of benefits was determined for each activity, including sub-recipients and, for housing or other direct benefit activity, individual beneficiaries. Duplication of benefits identified during monitoring, by an audit, or other means may require repayment of duplication of benefit funds.
23. Before expending disaster recovery funds for housing rehabilitation projects, the Subrecipient must receive prior written approval of release of funds and the file shall document damage by the applicable 2008 storm.
24. The Grantee of these Disaster Recovery funds will be responsible for management of all subrecipients vendors and contractors that will receive funding from this grant or will assist the Subrecipient in carrying out the activities funded under this grant. Subrecipients must take steps to ensure compliance with applicable Federal and State rules and regulations. The Subrecipient's monitoring must cover each program, function or activity. Site visits and any necessary review of files should be undertaken on a regular basis to ensure that projects are being carried out in a timely manner and that they comply with required rules and regulations. During on-site visits, DCA may request documentation that reviews of Subrecipients or contracted work has been monitored on a regular basis.
25. Definitions:

- a. **Activity Delivery Costs** - Activity delivery cost means a cost, except engineering, that can be directly associated with, and is required for, performing a specific activity. Activity delivery costs are charged to the activity line item. Engineering costs shall be charged to the engineering line item and has a separate limit. Activity delivery cost is a maximum of 5% for infrastructure and a maximum of 12% for housing activities. Typical activity delivery costs chargeable to Federal awards are:
- a. Compensation of employees for the time devoted and identified specifically to the performance of those awards.
  - b. Cost of materials acquired, consumed, or expended specifically for the purpose of those awards.
  - c. Equipment and other approved capital expenditures.
  - d. Travel expenses incurred specifically to carry out the award.
- b. **Architectural and Engineering Services** - Basic services required to be performed by an architect or engineer licensed by the State of Florida including preliminary engineering, design services and services during construction except for the following:
- i. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, such as route surveys.
  - ii. Laboratory test, well tests, borings, specialized geological soils, hydraulic or other studies recommended by the engineer.
  - iii. Property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights.
  - iv. Necessary data and filing maps for water rights.
  - v. Redesigns ordered by the owner after final plans have been accepted by the owner and the local government, except redesigns to reduce the project cost to within the funds available.
  - vi. Appearance before courts or boards on matters of litigation or hearings related to the project.
  - vii. Preparation of environment assessments or environmental impact statements
  - viii. Performance of detailed staking necessary for construction of the project in excess of the control staking.
  - ix. Provision of the operation and maintenance manual for facilities.
  - x. Activities required for obtaining state and federal regulatory agency construction permits.
  - xi. Design of hookups.
  - xii. Cost of engineering specialties such as electrical; hydro geological services; biologists; and heating, ventilation, and air conditioning (HVAC).



- c. **Authorized Signature** - the original signature of the Chief Elected Official or the signature of a person who is designated by charter, resolution, code, ordinance or other official action of the local government to sign Disaster Recovery related documents. If a signature other than the Chief Elected Official is submitted, a copy of that designation must accompany that signature.
- d. **Direct Benefit** - CDBG assistance that promotes or enhances individual well-being including housing rehabilitation, sewer and water hookups, or job creation by a Participating Party. Activities that only meet a national objective through an area-wide determination do not confer direct benefit.
- e. **Job Creation Location** – is the geographic location within the project area where job creation activities of the Participating Party and expenditure of non-public funds will occur. This excludes any locations where public funds from any source are being expended for local government-owned infrastructure, local government owned public facilities or within public easements or rights-of-way.
- f. **Jobs Created** – means permanent jobs which were not in existence in the State of Florida prior to the provision of the disaster assistance and which would not be created without CDBG Disaster Recovery assistance. In cases where an employer both creates and eliminates jobs, “jobs – created” means the difference between the new jobs –created and the old jobs eliminated.
- g. **Jobs Permanent** – a full-time position or a full-time equivalent position (2,000 hours annually) as set forth in the application which is necessary to the overall goals and objectives of a business and which has no known end, and which will be maintained by the Participating Party for a minimum of one year from natural conditions or as otherwise clarified in 24 C.F.R. 570.483(b)(4).
- h. **Jobs Retained** – a permanent position which, without CDBG Disaster Recovery assistance, would be abolished by layoffs, plant closing, or other severe economic or natural conditions or as otherwise clarified in 24 C.F.R. 570.483(b)(4).
- i. **Jurisdiction** – is the corporate limits of a local government or the area over which it has zoning authority.
- j. **Liquidated Damages** - funds paid to a local government by a contractor, vendor, or any other party pursuant to a CDBG-funded contract when such payment is triggered by nonperformance or failure to perform on their part. This definition is applicable whether such funds are withheld by the local government or repaid or rebated to the local government by the contractor, vendor or third party.
- k. **Public Notice** - defined as an advertisement published in a local newspaper of general circulation at least five days, and no more than 20 days, prior to the event for which the notice was placed. of the time period shall not include the date of publication of the notice.
- l. **Section 3** – refers to Section 3 of the Housing and Community Development Act of 1968, as amended, as effective on 5-23-06, and 24 C.F.R. Part 135, as effective

on 5-23-06, relating to employment and other economic opportunities for lower income persons.

- m. **Service Area** - total geographic area to be served by a subgrant-funded activity, where at least 51 percent of the residents are low and moderate income persons. A service area will encompass all beneficiaries who are reasonably served or would be reasonably served by an activity.
26. The Subrecipient shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead-Based Paint pursuant to 24 C.F.R. 570.487, 24 C.F.R. Part 35, and Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4822 et seq.). The Subrecipient is required to:
- a. Prohibit use of lead-based paint;
  - b. Notify potential beneficiaries of the hazards of lead-based paint;
  - c. Inspect properties prior to initiating rehabilitation to determine if lead-based paint is present;
  - d. Take any necessary actions to ensure the protection of workers and occupants during abatement;
  - e. Ensure that proper cleanup and disposal procedures are used; and
  - f. Retain records of enforcement and monitoring for at least three years.
27. At the time of submission of the closeout report, the Subrecipient must have available documentation which verifies its certification that all construction has been completed, inspected and approved by all parties prior to the Subrecipient agreement end date and submission of the administrative closeout. Upon completion of the activities contained in the Subrecipient's Disaster Recovery CDBG Subrecipient agreement, including any amendments, the local government shall submit to the Grantee a closeout which, at a minimum, gives the final statement of costs, certifies that the project and all non-administrative activities are completed and accepted, that all costs except those reflected on the closeout, and reflected on an enclosed final request for funds, and reports demographics of the program's beneficiaries.
28. Liquidated damages, rebates, refunds, or any other "non-program income" funds received shall be used to conduct additional eligible CDBG activities or returned to the Grantee. Additional direct and quantifiable costs (i.e., legal fees, court costs, engineering fees or administrative fees) generated by the incident creating the liquidated damages may be deducted from the total liquidated damages prior to undertaking additional activities or returning funds to the Grantee. Use of the funds for additional eligible Disaster Recovery CDBG activities must be preceded by an amendment to the contract detailing their use.

## **VII. GENERAL CONDITIONS**

### **A. General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance. Requirements for insurance coverage are in **Attachment #D**

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee and DCA in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

### **VIII. ADMINISTRATIVE REQUIREMENTS**

#### A. Financial Management

##### 1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### 2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost

Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, construction reports, David-Bacon records, subcontracts, proof of required insurance, and any other records related to or resulting from the activities performed under this Agreement to assure a proper accounting and monitoring of all Disaster Recovery funds. In the event the Grantee determines that such records are not being adequately maintained by the Subrecipient, the Grantee may cancel this Agreement in accordance with Article 7, paragraph H herein. This Article shall survive the expiration of earlier termination of this Agreement.

With respect to all matters governed by this Agreement, records will be made available for examination, audit, inspection or copying purposed at any time during normal business hours and as often as the Grantee, DCA, HUD, representatives of the Comptroller General of the United States or other federal agency may require. The Subrecipient will permit same to be examined and excerpts or transcriptions made or duplication from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The County’s right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. For rental properties, the Subrecipient shall retain all records and supporting documentation applicable to this Agreement for six (6) years after the affordability period or the property is sold to an eligible homebuyer, whichever occurs first. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or  
disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six (6) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

If applicable, the Subrecipient shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the Subrecipient in connection with this Agreement.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an

annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

The Grantee will reimburse the subrecipient on a monthly basis for each request under this Agreement based on actual expenditures which are properly documented as eligible costs for eligible recipients, made in accordance with this Agreement and all Attachments thereto. All requests for payment shall be submitted to the Grantee according to the format established in The Report for Reimbursement Form (Attachment #E- County to submit Report Form), together with supporting documentation in detail sufficient for a proper pre- and post- audit review. The Grantee requires all expenditures for which reimbursement is requested, with the exception of the Developer Fee, be substantiated by copies of paid, i.e., cancelled checks (copies front and back). Any other form of backup must be approved by the Grantee. The Financial Report form shall be signed by the Subrecipient's Chief Executive Officer, who shall certify that, to the best of his or her knowledge, the data reported therein is correct, that the amounts reported therein have been spent for a national objective according to CDBG guidelines, and that none of these payments, nor any portion thereof, have been submitted to or reimbursed by any other public or private organization or person or by the Grantee under any other agreement. Payment will be contingent upon receipt, review, and approval by the Grantee via DCA of

monthly expenditure reports, along with all supporting documentation required by DCA. Monthly expenditure reports must be received by the Grantee within 20 days of the close of the month following the month for which payment is requested (within 50 days total of the requested period). After the Financial Report and supporting documentation have been reviewed and approved, the Grantee will request reimbursement from the Department of Community Affairs. It is fully and expressly agreed that DCA's and the Grantee's determination as to the acceptability of the subject Financial Report, as well as all supporting documentation for same, shall be conclusive.

4. Progress Reports

The Subrecipient shall submit monthly Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Documentation

For each procured and executed professional services contract for which Disaster funding will be requested, or within five (5) days of the execution of any yet to be procured professional services for which Disaster funding will be requested, submit a copy of the procurement documents listed below. The Subrecipient proceeds at its own risk if it incurs or expends any funds for a professional services contract before the Grantee reviews and approves the procurement.



- a. Public notice of the terms of the request for proposals in a newspaper of regional circulation, including affidavit of publication;
  - b. List of entities to whom a notification of the request for proposals was provided by email, U.S mail or by fax;
  - c. List of firms that submitted a proposal (only if short-listing procedure was used);
  - d. Completed short-listing evaluation / ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
  - e. Completed final evaluation / ranking forms;
  - f. Portion of commission minutes dealing with contract award;
  - g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
  - h. Contract (signed or proposed);
  - i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
  - j. If a protest was filed, a copy of the protest and documentation of resolution;
  - k. A request for the Grantee's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000;
  - l. If a regional planning council or local government is performing the services, submit only a copy of the contract and cost analysis information.
5. The Subrecipient shall not enter into a contract to be paid with Disaster funds based on a sole source or single proposal procurement action without prior written approval from the Grantee. Failure to secure the prior written approval shall relieve the Grantee of any obligation to fund the said procurement contract, including any payments previously made. If professional services procurement will not be undertaken, advise the Grantee.
6. For any activity that requires construction plans and specifications prepared by an engineer or architect:
- a. Provide to the Grantee a copy of all engineering specifications and construction plans. The Subrecipient shall also furnish the Grantee, prior to soliciting bids or proposals, a copy of all bid documents for all services and/or materials to provide those services and/or materials for all construction activities when the bids are expected to exceed \$25,000. These submissions are for the limited purpose of identifying the extent of the activities to be accomplished with Disaster funds under this Agreement, and inclusion of program requirements, and in no way does it indicate that the Grantee has conducted a technical review of, or approved the plans or other bidding documents;

b. The Subrecipient shall not publicize any request for bids for construction purposes or distribute bid packages until the Grantee has provided to the Subrecipient, written acceptance of the engineering specifications, construction plans, and bid documents; and

c. In any service area which requires construction plans and specifications prepared by an engineer or architect, no more than twenty-five percent (25%) of the grant administration amount allocable to that service area may be requested until the construction plans and specifications for that service area have been received for review by the Grantee. For the purpose of this condition, the allocable grant administration amount for each service area is calculated by first determining each service area's percentage of total project costs, excluding administrative costs, and then multiplying the service area's percentage of total project costs by the total administrative budget. This calculation results in a percentage of total administrative costs per service area based on each service areas percentage of the grants total project costs, excluding administrative costs.

7. Any procurement which requires public notice in a newspaper (except as otherwise provided for in this contract) shall be published in a daily newspaper of general circulation in a nearby Office of Management and Budget (OMB) designated metropolitan statistical area (MSA).

Alternatively, a local government may substitute such notice with a combination of local newspaper publication and mailed announcements to potential bidders, which generates at least three responsible and responsive bids or proposals. Such publication and/or mailing shall allow at least 12 days for receipt of the proposals or bids.

8. The Grantee must provide written permission prior to the local government awarding any contract exceeding \$25,000 procured as a result of inadequate competition, a sole source or noncompetitive procurement. For contracts below \$25,000, the local government's files must document the justification for such noncompetitive procurement which complies with 24 C.F.R. 85.36(b)(4).

9. All contracts for professional services shall conform to the following:

- i. Any Request for Proposals which includes more than one service shall provide that: Proposals may be submitted for one or more of the services; qualifications and proposals shall be separately stated for each service; The evaluation of the proposals shall be separate for each service.
- ii. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published Request for Proposals.

Based on those criteria, the written evaluation will document why the successful proposal was selected.

- iii. A separate professional services contract must be procured and executed between the local government and any professional services consultant for each particular CDBG subgrant and each service. Each advertisement for procurement of CDBG professional services, except for subgrant application preparation, must identify either the CDBG subgrant cycle by federal fiscal year or the CDBG subgrant cycle by federal fiscal year or the CDBG subgrant agreement to which it is applicable.
  - iv. Each professional services contract must reference the CDBG subgrant agreement to which it is applicable.
- b. If CDBG and other sources of funding are being jointly used to fund activities under a single contract, the activities to be paid for with CDBG funds must be shown separately in the bid proposal so that the CDBG activities and the amount of the contract to be paid from CDBG funds are identifiable.
  - c. If, after applying any specified deductive alternates, construction bids exceed available funds, the local government shall not negotiate with the low bidder unless there is only one bidder or all bidders are allowed to submit revised bids for the revised project.
  - d. If the construction cost can be reduced by deleting entire line items or reducing quantities based on unit prices identified in the bid, the effect of such deletions or reductions on all bidders' prices shall be determined. Contract award shall be made to the low, responsive and responsible bidder for the revised project.
  - e. All contracts in excess of \$100,000 covered by Section 3 regulations shall contain the language required in 24 C.F.R. 135.38.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

#### F. Evaluation

The Subrecipient agrees that the County shall be responsible for monitoring and evaluation all aspects of the services provided under this Agreement. The County shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the County, DCA, HUD, or the State of Florida to accomplish this obligation, subject to state and federal confidentiality requirements.

### **IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct

result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **X. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

#### **1. Compliance**

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### **2. Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### **3. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### **4. Section 504**

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the

Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such

contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low-



and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards

at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**XI. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified

by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**GRANTEE:**

**ALACHUA COUNTY, FLORIDA**

Attest: \_\_\_\_\_  
Assistant Count Clerk

By: \_\_\_\_\_  
Chief Elected Official or Executive Officer

Countersigned: \_\_\_\_\_  
Finance Officer

**APPROVED AS TO FORM AND LEGALITY SUFFICIENCY:**

Fed. I. D. # \_\_\_\_\_

\_\_\_\_\_  
Alachua County Attorney

**AFFIRMATIVE ACTION APPROVAL**

\_\_\_\_\_  
Contract Compliance Supervisor

**SUBRECIPIENT:**

**CITY OF GAINESVILLE, FLORIDA**

Witness: \_\_\_\_\_

By: \_\_\_\_\_  
Russ Blackburn, City Manager

Witness: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY

\_\_\_\_\_  
City Attorney

DRAFT

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**ATTACHMENT A****CITY OF GAINESVILLE  
SCOPE OF SERVICES/SCHEDULE OF PAYMENT  
HOUSING REHABILITATION ACTIVITIES:  
ROOF PROGRAM**

The purpose of the Roof Program is to mitigate the impact of severe weather and wind conditions to reduce the vulnerability of structure and infrastructure systems to natural and man-made hazards. The State of Florida has always been vulnerable to damage caused by hurricanes, coastal storms and tornadoes. In an effort to reduce this type of property damage in the future, the Disaster Recovery funds will be utilized to enhance the City's housing rehabilitation programs for the application of wind mitigation techniques.

The Roof Program will utilize construction techniques that will increase the probability that residential structures will withstand severe weather and other environmental events with no structural damage or minimum or minor damage. This approach and method is being used because it allows the homes to be constructed at standards that meet or exceed the Florida Building Code and Blueprint for Safety requirements at a reasonable out-of-pocket cost to extremely low, very low and low-income households. In addition, this approach significantly improves the energy efficiency and enhances the ability of housing structures to withstand severe weather and wind conditions. The grant funding will be used in low-income neighborhoods to provide roof replacements for eligible homeowners whose current roof would not withstand the effects of tropical storm or hurricane winds and wind-driven rains or to replace roofs damaged by such past events.

**A. Principal Tasks**

The Subrecipient will be responsible for administering a CDBG Year 2008 Disaster Recovery Grant Program, for Grantee. The Subrecipient will administer all tasks in connection with the aforesaid program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee. The Subrecipient administers the activity, but the actual rehabilitation work is conducted by private contractors procured through a competitive bidding process.

The major goal of the Subrecipient's efforts under this Agreement will be the completion of fourteen (14) roof replacements for eligible housing units. Changes to the program goals, scope of services, schedule or budget, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee. Toward the goal of the completion of roof replacements for 14 eligible units, the major tasks that the Subrecipient will perform include, but are not necessarily limited to, the following:

**1) Refinement of Roof Program Plans, Procedures and Forms:**

Subject to review and approval by the Grantee, the Subrecipient will establish, or make any necessary revisions to, the Roof Program design and procedures (including but not limited to the priorities among applicants and among rehabilitation measures, the limits and



structure of financial assistance, and the recapture and affordability policies), as well as any other necessary forms, documents or sample contracts.

**2) Outreach:**

The Subrecipient will conduct sufficient advertisement of the Roof Program and other forms of outreach to ensure that enough eligible applicants from the CDBG designated target neighborhood(s) participate in the program to meet the roof replacement goal of 14 completed units. The Subrecipient may also advertise additional application cycles at various times throughout the grant period as needed. Additional advertising and outreach may also be conducted via printed materials, community workshops and housing fairs. However, if no funding is available due to an existing waiting list, then no advertising will be required or conducted by the Subrecipient.

**3) Intake/Assessment of Eligibility:**

The Subrecipient will assist property owners and residents in the designated CDBG neighborhoods in the completion of applications to permit eligibility determinations for roof replacement assistance. The Subrecipient will make provision for translation services to meet the needs of non-English-speaking applicants. In the event of applicants who have impaired mobility or other disabilities, the Subrecipient will make provisions for completing the application at the applicant's residence or other acceptable procedures for ensuring equal access to services.

Initial eligibility determination of households/structures will be made by the Subrecipient on the basis of satisfaction of income requirements. A home must be owned and occupied by a low- and moderate-income household according to the most current income limits established by HUD; and the apparent need for roof replacement measures to correct relevant housing code or Housing Quality Standard (HQS) deficiencies, and any other pertinent criteria set forth in the approved program design.

**4) Work Write-Ups:**

For each eligible unit to be assisted, the Subrecipient will complete a detailed work write-up of the rehabilitation to be performed, including estimated costs of each activity, materials to be used, and industry or regulatory standards to be met. This write-up will be initialed and dated by the homeowner.

**5) Bank Financing:**

For those applicants who will be securing some of the financing for the rehabilitation work through private loans from a bank or other type of private financial institution, the Subrecipient will provide assistance to applicants when applying for such complementary financing upon request.

**6) Solicitation and Selection of Contractors:**

The Subrecipient will assist approved applicants in the identification, proper solicitation, and selection of contractors qualified to perform the authorized rehabilitation of eligible housing units. The Subrecipient will provide forms and sample contract formats for the applicants to use in contracting with the contractors and will assist

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the applicant in ensuring that the description of the work contained in any contracts with contractors is accurate and complete.

**7) Periodic and Final Inspections:**

The Subrecipient will perform periodic site visits to ascertain that approved and contracted rehabilitation work is proceeding properly and satisfactorily, will authorize (with the owner's written approval, including signature and date) appropriate change orders, and will mediate in the event of owner dissatisfaction with the work done by the contractor in accordance with the Stipulated Sum Agreement between the Owner and the Contractor.

**8) Approval of Contractor Payments:**

As rehabilitation progresses and as invoices are submitted by contractors, the Subrecipient will verify that the expenses are reasonable and the work has been completed properly (including a sign-off by the owner), and will authorize drawdown of funds from the Grantee, and disbursement to the contractors.

**9) Maintenance of Case Files and Other Records:**

For each applicant, the Subrecipient will maintain case files, including application and documentation of eligibility, work write-ups, the assistance agreement between the property owner and Subrecipient (along with repayment/recapture provisions), documentation of liens and any other forms of security, contractor selection criteria, copy of contract between owner and contractors), documentation on all necessary licenses and permits, site visit/inspection reports (including final inspection), change orders, and approved contractor invoices for payment (with owner sign-off). The Subrecipient will also maintain appropriate information on persons residing in the property, including a list or lists identifying persons in a project immediately before the project, after project completion, and those moving in during the project, as well as information on those displaced or temporarily relocated (per 24 CFR 570.606 and 24 CFR part 24). The Subrecipient will maintain these and other program and financial records in accordance with the general requirements for record keeping specified in Section VIII of this Agreement.

Unless amended by mutual written agreement by the Subrecipient and the Grantee, the City of Gainesville will perform the described housing rehabilitation tasks and complete the rehabilitation of eligible units in conformance with the schedule attached as Project Work Plan, Attachment 1.

**ATTACHMENT B**

**CITY OF GAINESVILLE  
STAFFING  
HOUSING REHABILITATION ACTIVITIES:  
ROOF PROGRAM**

The Subrecipient shall assign the following staff as Key Personnel to the CDBG Year 2008 Disaster Recovery Program:

<b>POSITION TITLE</b>	<b>GENERAL PROGRAM DUTIES</b>	<b>TIME ALLOCATION</b>
HCD MANAGER	General Program Oversight and Administration, Financial Reports, Supervision of Staff	15 hours/week
HCD SUPERVISOR	Eligibility Determinations, Outreach, Approval of Contractors, Maintenance of Program Records, Assist in the Supervision of Staff	30 hours/week
REHABILITATION SPECIALIST	Work-Write Ups, Inspections, Assist in the Approval of Contractor Selection, Maintenance of Program Records	25 hours/week
GRANT PROGRAM SPECIALIST	Intake, Program Reports, Maintenance of Program Records	10 hours/week
STAFF SPECIALIST	General staff support for program and administrative functions	10 hours/week

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*ATTACHMENT C*

**CITY OF GAINESVILLE  
BUDGET  
HOUSING REHABILITATION ACTIVITIES:  
ROOF PROGRAM**

The following is the budget for the CDBG FY 2008 Disaster Recovery Program to be administered by the City of Gainesville. Unless otherwise noted, this budget may only be modified through a formal written amendment approved by the Grantee.

Rehabilitation Grants	<u>\$100,000</u>
Total	<u>\$100,000</u>

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## ATTACHMENT D

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

Contractor shall procure and maintain for the duration of the 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, his agents, representatives, employees or subcontractors.

#### I. COMMERCIAL GENERAL LIABILITY.

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

#### II. AUTOMOBILE LIABILITY.

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

#### III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

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

#### IV. BUILDER'S RISK / INSTALLATION FLOATERS.

- A 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:
- B Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
- C When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

**V. OTHER INSURANCE PROVISIONS.**

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

**A Commercial General Liability and Automobile Liability Coverages**

- 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
- 2 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's insurance and shall be non-contributory.

**B Workers' Compensation and Employers' Liability Coverages**

- 1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County.

**C All Coverages**

- 1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**VI. SUBCONTRACTORS.**

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

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**MAIL or FAX CERTIFICATES TO:**

**Ebix  
212 Kent Street  
PO Box 257  
Portland, MI 48875  
Ph. 517-647-1700  
Fax 517-647-7900**

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## ATTACHMENT D

### TYPE “A INSURANCE REQUIREMENTS “Professional or Consulting Services”

Contractor shall procure and maintain for the duration of the 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, his agents, representatives, employees or subcontractors.

#### I. COMMERCIAL GENERAL LIABILITY.

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

#### II. AUTOMOBILE LIABILITY.

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

#### III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

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

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

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

#### V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages

- 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
  - 2 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's insurance and shall be non-contributory.
- C Workers' Compensation and Employers' Liability Coverages
- 1 The insurer shall agree to waive all rights of subrogation against the County, for losses arising from work performed by the Contractor for the County
- D All Coverages
- 1 The Contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed ) or prior.

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

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**MAIL or FAX CERTIFICATES TO:**

**Ebix  
212 Kent Street  
PO Box 257  
Portland, MI 48875  
Ph. 517-647-1700  
Fax 517-647-7900**



**ATTACHMENT E**

**(Attachment #E- County to submit Report Form)**

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