

MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
State Housing Initiatives Partnership Program

THIS MARION COUNTY STANDARD HOUSING SERVICES AGREEMENT, (this "Agreement") made and entered by and between Marion County, a political subdivision of the State of Florida, (hereinafter called the "COUNTY") and Central Florida Community Action Agency, Inc. (CFCAA), a not-for-profit corporation organized under the law of the State of Florida, whose principal address is 411 North Main Street, Suite 210, Gainesville, FL 32601. FEIN #59-2113799, (hereinafter called the "SUB-RECIPIENT").

WITNESSETH:

WHEREAS, COUNTY has been provided funds from the Florida Housing Finance Corporation which administers the State Housing Initiatives Partnership ("SHIP") Program for the provisions of housing; and

WHEREAS, COUNTY's Board of County Commissioners approved the 2019-2022 SHIP Local Housing Assistance Plan ("LHAP") furthering the COUNTY's housing goals; and

WHEREAS, Florida Housing Finance Corporation, the funding body for SHIP, provides deferred loans or grants to promote the production of affordable housing; and

WHEREAS, SUB-RECIPIENT has proposed a project (the "Project") which promotes the production of affordable housing and has been selected to receive funding for same;

WHEREAS, it is necessary for COUNTY and SUB-RECIPIENT to enter into an Agreement for the implementation of this Project; and

WHEREAS, COUNTY's Community Services Department ("Department") administers the SHIP program on behalf of COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. **STANDARD TERMS.** The SUB-RECIPIENT and COUNTY mutually agree to abide by COUNTY's Standard Terms, attached hereto as **Exhibit A**.
2. **FUNDING.** COUNTY agrees to reimburse SUB-RECIPIENT for allowable costs in an amount not to exceed **One Hundred Thousand Dollars and Zero Cents**



Certified A True Copy
of 20 page document
this 22 day of Apr. 20 20
DAVID R. ELLSPERMANN
Clerk of Court and Comptroller
By [Signature] D.G.

*CENTRAL FLORIDA COMMUNITY
ACTION AGENCY, INC.*

(\$100,000.00) for services performed under the terms of this Agreement and detailed in *Exhibit B*. In the event costs exceed the stated amount, SUB-RECIPIENT shall be responsible for excess.

3. **SERVICES AND PERFORMANCE.** The Parties mutually agree to furnish, each to the other, the respective services, information and items as detailed in *Exhibit A* hereto, the Scope of Work and Funding, attached as *Exhibit B* hereto.
4. **TERM.** Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through expiration, satisfaction, or termination of the mortgage lien more fully described herein. The services to be rendered by SUB-RECIPIENT shall commence subsequent to execution of the Agreement and be completed by twelve (12) months from the date of execution of this Agreement (the "Deadline Date").
5. **INSURANCE.** SUB-RECIPIENT will maintain general liability insurance as set forth in Section V of *Exhibit A*.
6. **MISCELLANEOUS.**
 - A. Reference in this Agreement to "Director" will mean the Department of Community Services Director.
 - B. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Exhibit A – Standard Terms

Exhibit B – Scope of Work and Funding

[This portion of page intentionally left blank. Signatures to follow.]

CENTRAL FLORIDA COMMUNITY
ACTION AGENCY, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:




David R. Ellspermann, Clerk
Date: 4/21/2020

MARION COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

By: 

Printed Name: Kathy Bryant
Its: Chairman
Date: April 21, 2020

For Use and Reliance of Marion County only,
Approved as to Form and Legal Sufficiency



Matthew Minter, Marion County Attorney
for:

CENTRAL FLORIDA COMMUNITY
ACTION AGENCY, INC


WITNESS:



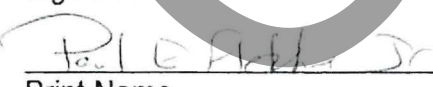
Sign Name: _____
Date: 4/13/2020



Print Name: _____



Sign Name: _____
Date: 4/13/20



Print Name: _____

By: 

Print Name: Scot Quintel
Title: Board Chair
Date: 4/13/20

Exhibit A- STANDARD TERMS

I. SERVICES AND PERFORMANCE:

- A. All Property assisted with SHIP funds must be used for the SHIP eligible purposes for which the Project funding was made.
- B. SUB-RECIPIENT shall ensure that its construction contractor is appropriately licensed for the intended Work (hereafter "Licensed Contractor") and that the necessary construction permit(s) are obtained.
- C. SUB-RECIPIENT will be responsible for obtaining demographic data on individuals assisted, to include: racial/ethnic and residency status.
- D. Time is of the essence. The timely performance and completion is vitally important to the interest of COUNTY. COUNTY will be entitled at all times to be advised, at its request, as to the status of the Project by SUB-RECIPIENT and of the details thereof. Coordination will be maintained by SUB-RECIPIENT with representatives of COUNTY, or of other agencies interested in the Project on behalf of COUNTY. Either party to the Agreement may request and be granted a conference.
- E. All services will be performed by SUB-RECIPIENT to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto.
- F. SUB-RECIPIENT shall perform all services under this Agreement as an Independent Contractor and not as an employee or agent of COUNTY. SUB-RECIPIENT shall be solely responsible for the manner, means and methods utilized by SUB-RECIPIENT to perform such services.
- G. SUB-RECIPIENT shall notify COUNTY within ten (10) days of the Deadline Date if the Project will not be completed timely. At that time, with guidance from Florida Housing Finance Corporation, an extension may or may not be offered and this Agreement may or may not be rescinded.
- H. Environmental Conditions:
 - 1. Air and Water
 - a) SUB-RECIPIENT 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.*
 - b) Federal Water Pollution Control Act, as amended, 33 U.S.C., §1251, *et seq.*, and 33 U.S.C. §1318 relating to inspection,

monitoring, entry, reports and information, as well as all other regulations and guidelines issued thereunder; and,

- c) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.

2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001), SUB-RECIPIENT 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 housing purposes.

3. Lead-Based Paint

SUB-RECIPIENT agrees that any residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. §570.608, and 24 C.F.R. Part 35, Subpart B. Such regulations pertain to all SHIP-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.

4. Asbestos

- a. The Asbestos National Emission Standards for Hazardous Air Pollutants ("NESHAP") regulations specify Work practices for asbestos to be followed during demolitions and renovations of all structures, buildings, and facilities. SUB-RECIPIENT, as the owner of the building, shall notify or shall require its operator/contractor of renovation or demolition to notify the appropriate state agency before any demolition, or before any renovations of buildings that could contain a certain threshold amount of asbestos or asbestos-containing material. SUB-RECIPIENT shall contact or require its operator of renovation or demolition to contact the local DEP (Department of Environmental Protection) as they are delegated by the US EPA and authorized under the Florida Statutes to enforce the asbestos NESHAP regulations. Costs incurred from asbestos testing and abatement will be at SUB-RECIPIENT's expense.
- b. In the event that asbestos-containing materials or suspected asbestos-containing materials are discovered in the area designated for housing rehabilitation, SUB-RECIPIENT assumes

responsibility to notify to COUNTY, and all workmen of existing asbestos conditions. Notification shall be made on approved EPA Forms and includes posting of notices in accordance with EPA and OSHA Guidelines. SUB-RECIPIENT shall assume all responsibility for compliance with applicable codes and regulations regarding discovery and notification of the presence of asbestos-containing material. Work shall not continue until SUB-RECIPIENT, has the suspected asbestos-containing materials analyzed. This will be done promptly by SUB-RECIPIENT. If SUB-RECIPIENT proceeds after notification by COUNTY not to proceed, LICENSED CONTRACTOR shall become liable for all costs associated with the cleaning and clearance for occupancy (using TEM clearance testing method set out by the AHERA Regulations) of the structure or site.

- c. SUB-RECIPIENT will notify the Architect (if applicable) and COUNTY in writing immediately upon becoming aware of any material and/or equipment included in the Contract Documents that contain asbestos so that alternative material and/or equipment can be submitted. SUB-RECIPIENT, LICENSED CONTRACTOR material and equipment suppliers, and material and equipment manufacturers who provide material and equipment that contain asbestos will be liable for the cost of removal of such material and equipment from the Project and SUB-RECIPIENT shall obtain the acknowledgment of LICENSED CONTRACTOR and all such suppliers and manufacturers of their liability for such removal.

5. Historic Preservation

SUB-RECIPIENT 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 C.F.R. Part 800, Advisory Council on Historic reservation 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 (50) years old or older or that are included on a Federal, State, or local historic property list.

II. TERMINATION

- A. In accordance with 2 C.F.R. Part 200.340, COUNTY may suspend, withhold payments, or terminate this Agreement and all payment to SUB-RECIPIENT in whole or in part for cause upon seven (7) calendar days' notice in writing to SUB-RECIPIENT. Cause, which shall be determined by COUNTY, includes but is not limited to a) improper use of Project funds, b) failure to comply with the terms and conditions of the Agreement, c) refusal to accept conditions imposed by SHIP pertaining to activities covered by this Agreement, d) submittal to COUNTY of documentation which is incorrect or incomplete in any material respect, or e) changes in Federal or State law or the availability of grant funds as

identified in Section IV (Funding) of this Agreement, which render the Project impossible or infeasible.

- B. In the event of default, lack of compliance or failure to perform on the part of SUB-RECIPIENT, COUNTY reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to, requesting additional information from SUB-RECIPIENT to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising SUB-RECIPIENT of deficiency and advising SUB-RECIPIENT that more serious sanctions may be taken if situation is not remedied; advise SUB-RECIPIENT to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise SUB-RECIPIENT to reimburse COUNTY for amount of costs incurred for any items determined ineligible.
- C. SUB-RECIPIENT, its assigns, and successors, agree that the Project is used in a manner to serve very low (50% AMI) income populations. Default in such use shall result in COUNTY enforcing its remedies pursuant to this Agreement, including but not limited to SUB-RECIPIENT's immediate repayment of all funds provided pursuant to this Agreement.
- D. In the event of a natural disaster, this Agreement may be suspended or terminated by COUNTY and funds transferred to recovery activities as determined by COUNTY. Funds subject to this provision shall be those that are not contractually committed for housing rehabilitation, design or other such third party private vendors.
- E. In accordance with 2 C.F.R. Part 200.339, with certain exceptions, this Agreement may be terminated in whole or in part for convenience by either COUNTY or SUB-RECIPIENT upon written notification to the other and with the written consent of the other. Termination for convenience shall not apply to provisions in this Agreement that require compliance with laws, regulations or ordinances, records retention or to the provision of service to very low (50% AMI) income persons or other specified beneficiaries.
- F. SUB-RECIPIENT shall submit the first Reimbursement Request within ninety (90) days of execution of this Agreement.

III. FUNDING:

A. Funding withheld

SUB-RECIPIENT shall withhold ten (10%) percent of the reimbursed amount prior to SUB-RECIPIENT paying Licensed Contractor. SUB-RECIPIENT shall be responsible for paying the withheld ten (10%) percent to Licensed Contractor at Substantial Construction Completion, upon notification by County that all necessary documents have been received and Work has been completed to satisfaction. County maintains the right to withhold reimbursement payment for up

to thirty (30) days until all necessary documents has been submitted. If necessary documents have not been submitted by SUB-RECIPIENT at the end of thirty (30) days, County pay opt to place a temporary or permanent hold order on the Project.

B. Progress Payments

SUB-RECIPIENT is required to submit Reimbursement/Payment to the Department using the following guidelines:

1. All costs will be paid by COUNTY directly to SUB-RECIPIENT. All reimbursements requests will be made monthly using "Reimbursement Request" form obtained from COUNTY and with such supporting data and content as COUNTY may require.
2. SUB-RECIPIENT shall not pay for materials that are not physically located on the Project site. Payment for stored materials and equipment required by Licensed Contractor shall be conditioned upon Licensed Contractor's proof satisfactory to COUNTY that SUB-RECIPIENT has title to such materials and equipment. Such Reimbursement Request shall be signed by and shall constitute both SUB-RECIPIENT and Licensed Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with this Agreement, that the Work has been properly installed or performed in full accordance with this Agreement, and that SUB-RECIPIENT and Licensed Contractor know of no reason why payment should not be made as requested. Thereafter, COUNTY shall review the Reimbursement Request and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Reimbursement Request and is as required by this Agreement.
3. COUNTY's Construction Coordinator may inspect and approve all Work completed and covered by the Reimbursement Request prior to payment being made. Upon successful inspection, Construction Coordinator will inform COUNTY that payment can be made. If the Construction Coordinator finds reason to fail the inspection, COUNTY will withhold payment until the failure is remedied.
4. COUNTY shall make progress payments on account of this Agreement to SUB-RECIPIENT within two (2) weeks following the receipt of each Reimbursement Request. The amount of each progress payment shall be less such amounts, if any, otherwise owing by SUB-RECIPIENT to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.
5. SUB-RECIPIENT shall require Licensed Contractor to warrant that title to all Work covered by a Reimbursement Request will pass to SUB-RECIPIENT no later than the time of payment. SUB-RECIPIENT shall require Licensed Contractor to further warrant that upon submittal of a Reimbursement Request, all Work for which payments have been received from COUNTY

shall be free and clear of liens, claims, security interest or other encumbrances in favor of Licensed Contractor or any other person or entity whatsoever.

6. SUB-RECIPIENT shall require Licensed Contractor to pay each sub-contractor, within seven (7) days of receipt of each progress payment, the amount to which the sub-contractor is entitled, reflecting percentages actually retained from progress payment to Licensed Contractor on account of the sub-contractor's portion of the Work. SUB-RECIPIENT shall require Licensed Contractor, by appropriate agreement with each sub-contractor, to require each sub-contractor to make payments to the sub-sub-contractors in a similar manner.
7. COUNTY shall have no obligation to pay or see to payment of a sub-contractor except as may otherwise be required by law.
 - a. In the event COUNTY becomes informed that Licensed Contractor has not paid a sub-contractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to SUB-RECIPIENT of amounts otherwise due hereunder naming SUB-RECIPIENT, Licensed Contractor and such sub-contractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

C. Withheld Payment

1. COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to SUB-RECIPIENT, to protect COUNTY from loss because of:
 - a. Defective Work not remedied by SUB-RECIPIENT or in the opinion of COUNTY, not likely to be remedied by SUB-RECIPIENT;
 - b. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
 - c. Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of this Agreement price;
 - d. Evidence that the Work will not be completed in the time required;
 - e. Persistent failure to carry out the Work in accordance with this Agreement;
 - f. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

2. In the event that COUNTY makes written demand upon SUB-RECIPIENT for amounts previously paid by COUNTY as contemplated in this subparagraph, SUB-RECIPIENT shall promptly comply with such demand.

D. Record Maintenance

Financial records of costs incurred under terms of this Agreement will be maintained and made available upon request by COUNTY at all times during the period of this Agreement and for five (5) years after the end of this Agreement. Copies of these documents and records will be furnished to COUNTY upon request.

E. SHIP Funds

The source of funding from COUNTY for payment of services performed under this Agreement are grants provided to COUNTY by SHIP. SUB-RECIPIENT agrees that in the event that any grant is reduced or withheld by SHIP, COUNTY shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that SHIP determines that SUB-RECIPIENT has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this Agreement, SUB-RECIPIENT shall provide said reimbursement from non-state sources within ten (10) days of said notice from COUNTY.

F. Annual Appropriation

COUNTY, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners, Marion County, Florida.

IV. RISK MANAGEMENT, INSURANCE, AND INDEMNITY:

A. LOSS CONTROLS/SAFETY

1. SUB-RECIPIENT's Insurance Policy must include coverage for Contractual Liability, Independent Contractors and contain no exclusions for explosion, collapse, or underground property damage.

2. "Marion County, a political subdivision of the State of Florida, its officials, employees, agents, and volunteers" are to be named as an Additional Insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to liability arising out of any service performed by or on behalf of SUB-RECIPIENT. The coverage shall contain no special limitation on the scope of protection afforded to COUNTY, its officials, employees, or volunteers.
3. SUB-RECIPIENT's insurance coverage shall be primary insurance as respects Marion County, a political subdivision of the State of Florida, its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officials, employees, agents, or volunteers shall be excess of SUB-RECIPIENT's insurance and shall be non-contributory.

B. INSURANCE

1. WORKERS' COMPENSATION

Shall be purchased and maintained by SUB-RECIPIENT with statutory limits in compliance with state and federal laws, Employer's liability limits of not less than \$100,000.00 each accident, \$500,000.00 disease policy limit and \$100,000.00 disease each employee must be included.

2. GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. The policy must be maintained by SUB-RECIPIENT for the duration of the Project. If the policy is written on a claims made basis, SUB-RECIPIENT must maintain the policy a minimum of five (5) years following completion of the Project. Marion County, a political subdivision of the State of Florida must be shown as an Additional Insured.

3. PROFESSIONAL LIABILITY

With limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for Projects valued in excess of \$5,000,000.00. Projects \$5,000,000.00 or more will need to be reviewed by Marion County Risk and Benefits Services to determine appropriate Professional Liability limits. The policy must be maintained by SUB-RECIPIENT for the duration of the Project. If the policy is written on a claims made basis, SUB-RECIPIENT must maintain the policy for a minimum of five (5) years following the completion of the Project.

4. These insurance requirements shall not relieve or limit the liability of SUB-RECIPIENT. COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect SUB-RECIPIENT's interests or liabilities, but are merely minimums. No insurance is provided by COUNTY under this contract to cover SUB-RECIPIENT.
5. Insurance required of SUB-RECIPIENT or any other insurance of SUB-RECIPIENT shall be considered primary, and insurance or self-insurance of COUNTY shall be considered excess, as maybe applicable to claims against COUNTY which arise out of this Agreement. No Work shall be commenced under this Agreement until the required Certificate(s) have been provided. Work shall continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

C. INDEMNITY

SUB-RECIPIENT will indemnify, defend, and hold harmless COUNTY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by SUB-RECIPIENT, its agents, employees, or sub-contractors during the performance of the Agreement, except that neither SUB-RECIPIENT, its agents, employees nor any of its sub-contractors will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by COUNTY or any of its officers, agents or employees during the performance of the Agreement

V. MONITORING, RECORD RETENTION AND REPORTING:

- A. In accordance with 2 C.F.R. Part 200, SUB-RECIPIENT or Assignee shall provide to COUNTY the following reports:
 1. Reporting of demographic data to include racial/ethnic and residency status on clients served twelve (12) months after homeowner Rehabilitation completion. COUNTY shall provide forms to SUB-RECIPIENT for this purpose.
- B. SUB-RECIPIENT shall ensure that households assisted by SUB-RECIPIENT live within the jurisdiction of Marion County, Florida.
- C. In accordance with 2 C.F.R. Part 200 (check applicable terms):
 - () SUB-RECIPIENT shall be required to complete a client assessment to verify eligibility according to the published HUD income guidelines. The method of determining eligibility must be approved by COUNTY.

- (xx) The clientele served by SUB-RECIPIENT are all in a category as to very low (50% AML) income status. SUB-RECIPIENT will be responsible for verifying that all clientele served are in this category.
- D. COUNTY will monitor all stages of the Project to ensure compliance with all State/SHIP regulations and COUNTY guidelines. COUNTY shall have the right to monitor and evaluate all aspects of the Project site improved by the funds associated with this Agreement. Such evaluation will be affected by the submission of reports and information by SUB-RECIPIENT and by monitoring site visits by the Department.
- E. Within the first three (3) months after Project completion, COUNTY will perform an initial monitoring to ensure that SUB-RECIPIENT is maintaining an appropriate filing system, including files containing the Agreement, insurance certificates, certification letters, eligibility documentation, correspondence, monthly reports, Reimbursement requests, purchase requisitions and inventory logs. Client files should contain proof of county residency, income eligibility, demographics, and use of services.
- F. One (1) year after Project completion, COUNTY will perform an annual onsite monitoring. Level Two monitoring will cover the items in the Level One Monitoring, plus reviewing policy and procedures. Years two through six monitoring will be a desk monitor unless the previous year monitor showed a deficit. A Performance Measures review will also be conducted, measuring the achievement towards the goals set and sustainability for the Project.
- G. All records pertaining to this Agreement, including but not limited to financial, statistical, Property and programmatic records shall be retained for five (5) years from ending date of COUNTY's fiscal year (October 1 through September 30) in which this Agreement is paid in full, expired, or terminated, whichever is later. All records, however, that are subject to audit findings shall be retained for five (5) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida.
- H. SUB-RECIPIENT shall at any time during normal business hours and as often as COUNTY and/or any of their duly authorized representatives may deem necessary, make available for examination all of SUB-RECIPIENT's records, books, documents, papers and data with respect to all matters covered by this Agreement, and shall permit COUNTY and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this Agreement.
- I. In a frequency determined by COUNTY, SUB-RECIPIENT shall provide COUNTY, in a form prescribed by COUNTY, required reports summarizing progress, timetables, eligibility, demographic and financial information for monitoring and evaluating all aspects of Project undertakings. The format prescribed shall be in conformance with SHIP reporting requirements and COUNTY reporting procedures.

VI. COMPLIANCE WITH LAWS:

- A. The SHIP Administrator will be available to SUB-RECIPIENT to provide technical guidance on SHIP requirements.
- B. SUB-RECIPIENT shall not exclude from participation in, deny benefits to, or otherwise discriminate against any person on the grounds of race, color, religion, sex, familial status, national origin, age, or disability in the provision of services to their clients.
- C. SUB-RECIPIENT will comply with applicable Uniform Administrative Requirements as described in 2 CFR Part 200 regulations described in Subpart K of the regulations, incorporated herein by reference.
- D. SUB-RECIPIENT warrants that SUB-RECIPIENT has not employed or retained any company or person, other than a bona fide employee working solely for SUB-RECIPIENT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, COUNTY shall have the right to terminate this Agreement without liability.

VII. CERTIFICATION OF ANTI-LOBBYING:

SUB-RECIPIENT certifies and discloses that, to the best of SUB-RECIPIENT's knowledge and belief:

- 1. No State appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence a County Commissioner, or an employee of COUNTY's Board of County Commissioners, in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement; and that
- 2. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a County Commissioner, or an employee of COUNTY's Board of County Commissioners, in connection with this State contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

VIII. PUBLIC RECORDS:

1. IF SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Office of Public Relations

601 SE 25th Ave.

Ocala, FL 34471

Phone: 352-438-2300

Fax: 352-438-2309

Email: PublicRelations@MarionCountyFL.org

2. If, under this Agreement SUB-RECIPIENT is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), under Florida Statutes, SUB-RECIPIENT shall:
 - a. Keep and maintain public records required by COUNTY to perform the Project;
 - b. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if SUB-RECIPIENT does not transfer the records to COUNTY; and,
 - d. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUB-RECIPIENT or keep and maintain public records required by COUNTY to perform this Project. If SUB-RECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUB-RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUB-RECIPIENT keeps and maintains public records upon completion of this Agreement, SUB-RECIPIENT shall meet all applicable requirements

for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.

3. If SUB-RECIPIENT fails to provide requested public records to COUNTY within a reasonable time, COUNTY may immediately terminate this Agreement and SUB-RECIPIENT may be subject to penalties under Section 119.10, Florida Statutes.

IV. OTHER REQUIREMENTS:

- A. All real property improved in whole or in part with SHIP funds must be used for the purpose for which this Agreement was approved.
- B. Although no "program income" (as defined by SHIP) is anticipated as a result of this Agreement, any such income received by SUB-RECIPIENT is to be paid to COUNTY within ten (10) days of receipt of such income. Upon completion of the Agreement, SUB-RECIPIENT shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.
- C. No forbearance on the part of COUNTY or SUB-RECIPIENT shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by any party of another party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of COUNTY and SUB-RECIPIENT.
- D. Any capital equipment acquired by SUB-RECIPIENT for the purpose of carrying on the Project, must be pre-approved in writing by COUNTY and shall be subject to the provisions of the Property Standards section of 2 CFR Part 200, Subpart D including, but not limited to, the provisions on use and disposition of property.
- E. Conflict of Interest: No employee, agent, consultant, officer or elected official or appointed official of SUB-RECIPIENT, who exercises or has exercised any function or responsibility with respect to SHIP or who is in position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a SHIP assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a SHIP assisted Project or with respect to the process of the SHIP assisted Project, either for themselves or those with whom they have a family or business ties, during their tenure or for one (1) year thereafter.
- F. SUB-RECIPIENT must certify to COUNTY that SUB-RECIPIENT shall provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 2 CFR Part 200.

- G. SUB-RECIPIENT agrees that any news release, article, public service announcement or advertisement or any other type of publicity, program literature, brochures, and letterhead pertaining to the Project, must recognize Marion County Board of County Commissioners and SHIP as providing funds for the Project.
- H. Grant Close-out Procedures: In accordance with 2 C.F.R. Part 200, the grant will be closed out when:
1. All costs to be paid with SHIP funds have been incurred;
 2. The Work to be assisted with SHIP funds has actually been completed; and,
 3. Other responsibilities of SUB-RECIPIENT appear to have been carried out satisfactorily. Within ninety (90) days of the date it is determined to be completed, SUB-RECIPIENT will submit a copy of the final performance and evaluation report (2 C.F.R. Part 200).

X. MISCELLANEOUS:

- A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.
- B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
- C. In the event that 24 CFR Part 570.503 entitled "Agreements with Sub-Recipients" should be amended or changed, COUNTY shall amend this Agreement to comply with such changes. COUNTY will give written notice to SUB-RECIPIENT of any such changes.
- D. There are no understandings or agreements except as herein expressly stated.
- E. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, SUB-RECIPIENT hereby waives any and all privileges and rights it may have relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action by either party shall be filed in Marion County, Florida.

EXHIBIT B - SCOPE OF WORK / FUNDING

SUB-RECIPIENT: Central Florida Community Action Agency

Activity: Home Rehabilitation

SUB-RECIPIENT to provide Home Rehabilitation services to homesteaded properties of very low (50%) AMI homeowners in Marion County. These services will be provided in conjunction with CFCAA's current Weatherization Assistance Program. These improvements will contribute a healthier environment, safety, and security for Marion County residents of 10-12 income eligible households.

SHIP Funding:

In the form of a Grant to assist 10-12 households, not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) per household. Total Project not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00)

Project Scope:

SUB-RECIPIENT shall provide home repairs to homesteaded properties, up to \$10,000 per household, for income eligible citizens of Marion County. These services will be provided in conjunction with CFCAA's current Weatherization Assistance Program. SUB-RECIPIENT will collect initial documentation for application, review and prioritize applications, and complete an energy audit performed by SUB-RECIPIENT's Weatherization staff to determine the scope of work of the proposed home rehabilitation and its eligibility for this Project. CFCAA will select a Licensed Contractor who will then assess work being requested for the home and provide a quote for the services. Upon acceptance of the quote and approval of the work, CFCAA shall sign a Tri-Party Agreement with the Licensed Contractor and the successful applicant homeowner to perform the work. Administrative costs, not to exceed ten (10%) of the entire Project award amount will include all indirect costs associated with oversight and management of the Project. Rehabilitation Costs (Program Costs) will include all costs for direct services provided for the rehabilitation and repair of homes (i.e., inspections, recommendations and Mold Remediation). Project Delivery Costs (Program Costs) will include, but is not limited to, hours used to perform tasks, scope of work write-ups, management of the program (i.e., intake, client interaction, contractor management, change orders, and all monitoring including related reports).

Repairs and/or replacements are limited to homesteaded site built homes, modular units and manufactured homes:

1. Areas of improvement for site built homes are: Roof, ADA Ramps, Well, Septic, and HVAC replacement to include electrical upgrades, if necessary.
2. Per SHIP Housing Standards of Chapter 553, Florida Statutes, Mobile or

Manufactured homes need to be constructed after June of 1994. Allowable repairs for Mobile or Manufactured Homes: Roof, Well and/or Septic.

COUNTY's Construction Coordinator will work closely with SUB-RECIPIENT, in addition to any selected subcontractors, throughout the Project.

Eligible Costs:

- a. Roof – 30 year architectural shingles
- b. HVAC – 15 SEER Rating (required electrical upgrade to system only)
- c. Well
- d. Septic
- e. Administration Costs to include general planning, management and related staff costs, Application Eligibility/determination, and Income Certifications
- f. Program Costs to include Initial Inspection, Work Write Up/Cost Estimate, Construction Inspections, Recording fees, Appraisals

Request for Payment:

Reimbursement Requests should be submitted immediately following inspection and approval of Licensed Contractor's draw requests. The following document should be attached to the Reimbursement Request Form:

- Copies of Licensed Contractor draws and invoices as applicable
- Proof of payment, as applicable
- Any back-up documentation including budget or timeline revisions

Payment Process:

- Payment Requests will be reviewed for approval by all parties at which time COUNTY's Construction Coordinator may inspect Work completed.
- First draw amount of \$10,000 allowable prior to rehabilitation work commencement.
- SUB-RECIPIENT will submit a Monthly Reimbursement Request form with back-up documentation to COUNTY's Community Services Department.
- COUNTY will verify all payment requests before submission to COUNTY's Finance for payment. Any questions or discrepancies will be resolved with SUB-RECIPIENT before payment is authorized.
- The County's Finance Department abides by the Prompt Payment Act, ss. 218.70-218.80, Florida Statutes. Checks will be mailed to SUB-RECIPIENT.

Income Certification and Monitoring:

SUB-RECIPIENT will be responsible for verifying that all clientele served are very-low income [below fifty percent (50%) median area income] calculated in accordance with 24 CFR Part 25 as found on the Florida Housing Finance Corporation website at www.floridahousing.org.

Income Certifications shall be provided to COUNTY for reporting, by SUB-RECIPIENT, based on documentation collected from its clientele to include:

- Driver's License (or FL identification card) for each adult member of the household;
- Social Security card for each member of the household; and
- Copy of Birth Certificates for all household members under 18.

Must have at least one of the following for every household member 18 and over:

- 60 Days of Paystubs.
- Social Security Benefits Letter.
- Child Support Income (including Current Child Support Court Order, printout of payments from Court House, OR Letter from Department of Revenue for every child under 18).
- Ongoing Cash Support from family or friends.
- Retirement/Pension Statements.
- No Income Form.
- Other: (Unemployment, TANF, Cash Assistance, Self-Employment, etc.)

Must have at least one of the following for every household member 18 and over:

- Copy of last 6 months complete bank statements for all checking; Copy of last month complete Savings Account OR Prepaid Card accounts.
- No Assets Form.

Marion County Community Services will monitor all stages of the Project to ensure compliance with all State and COUNTY regulations. File folders to include:

- Application (and all supporting documents);
- CFCAA Approval Letter;
- Income Certification Form;
- Proof of Homestead (Marion County Property Appraiser's site);
- Proof of taxes current (Marion County Property Appraiser's site);
- Inspection Report;
- Lead Based Paint Inspection, Pre 1978 structures (if applicable);
- Scope of Work Write up;
- Pictures, Before and After;
- Request for Quotation, proof of advertisement or email;
- Copies of Bids/Quotes, Minimum 2 quotes;
- Tri Party Agreement;
- Notice to Proceed;
- Release of Lien;
- Invoices and Proof of Payment;
- Signed and Approved Permits;
- Punch List, Completed; and
- One Year Warranty from Contractor and Subcontractors.