

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

Contract Number: 10DB-4N-02-47-01-NE3
Rule: FFY 2007 Regular 9B43

CFDA Number: 14.228

FFY 2008 FEDERALLY-FUNDED SUBGRANT AGREEMENT
Housing Rehabilitation

THIS AGREEMENT is entered into by the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and the Leon County Board of County Commissioners (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Department has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Department and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A, the Activity Work Plan, Attachment I of this Agreement and the Florida Small Cities Community Development Block Grant (CDBG) Application submitted by the Recipient on August 7, 2009, including future amendments to this Subgrant Agreement that are agreed upon by both parties..

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

The Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end twenty-four (24) months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Recipient is able to provide substantial justification and the Division Director approves such extension.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for State and Local Governments" or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of six years from the date the audit report is issued, and shall allow the Department or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department. The six year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six year period expires, and extends beyond the six year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

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

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Department of Community Affairs
Florida Small Cities Community Development Block Grant Program
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at <http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and
Department of Community Affairs
Florida Small Cities Community Development Block Grant Program
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Department no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Department with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in

completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Department.

(b) Quarterly reports are due to the Department no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient 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 Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Department may, upon thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Department any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or
4. require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

- (f) Exercise any other rights or remedies which may be otherwise available under law.
- (g) Pursuing any of the above remedies will not keep the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(12) TERMINATION

(a) The Department may terminate this Agreement for cause with thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT

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

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

Susan W. Fleming, Financial Specialist

Department of Community Affairs, Division of Housing and Community Development, 2555
Shumard Oak Boulevard, Tallahassee, Florida 32399-2100

Telephone: (850) 922-1893

Email: susan.fleming@dca.state.fl.us

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

Candice Wilson, Director

Leon County Health and Human Services

918 Railroad Avenue

Tallahassee, Florida 32310

Telephone: (850) 606-1900

Fax: (850) 606-1901

Email: Wilsonc@leoncountyfl.gov

- (d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be forwarded to the Department for approval. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- (c) This Agreement has the following attachments (check all that are applicable):

Exhibit 1 - Funding Sources

- Attachment A – Budget and Scope of Work
- Attachment B – Program Statutes and Regulations
- Attachment C – Recordkeeping (N/A)
- Attachment D – Reports
- Attachment E – Justification of Advance (N/A)
- Attachment F – Warranties and Representations
- Attachment G – Certification Regarding Debarment
- Attachment H – Statement of Assurances (N/A)
- Attachment I – Activity Work Plan
- Attachment J – Program and Special Conditions
- Attachment K – Signature Authorization Form

(17) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed \$262,273.00, subject to the availability of funds.

(b) The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement, and the Subgrant Application.

(c) All funds shall be requested in the manner prescribed by the Department. The authorized signatory for the Recipients set forth on the Signature Authorization Form, Attachment K to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient.

(d) Pursuant to 24 C.F.R. Section 570.489(b), pre-agreement costs reflected in the Subgrant Application as originally submitted that relate to preparation of the Subgrant Application are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer, or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Fiscal Management
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(19) MANDATED CONDITIONS

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

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the term of this Agreement.

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

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, Florida Statutes), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a 5-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. Such form must be received by the Department before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA.

Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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.

2. 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, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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. Code. 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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Department for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
FEDERALLY FUNDED SUBGRANT AGREEMENT
SIGNATURE PAGE

Contract Number: 10DB-4N-02-47-01-NE3

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth below.

RECIPIENT
By: _____ Date: _____
(Authorized Signature)

DEPARTMENT OF COMMUNITY AFFAIRS
By: _____ Date: _____
(Authorized Signature)

(Print Name)

Type Name: Janice Browning

Title: _____

Title: Division Director

Federal Tax ID# _____

DUNS# _____

EXHIBIT - 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Separately list the following information for each federal program from which the resources awarded to the Recipient originate:

	Florida Small Cities Community Development Block Grant Program
Federal agency	U.S. Department of Housing and Urban Development
Catalog of Federal Domestic Assistance title:	Community Development Block Grants/State's Program and Nonentitlement Grants
Catalog of Federal Domestic Assistance #:	14.228
Award amount:	\$262,273

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Separately list each applicable compliance requirement (eligible activities, service, or commodities; eligible recipients; etc.) and specify to which federal program each requirement applies:

- | Compliance Requirement | Program |
|---|----------------|
| 1. <i>The Recipient will fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A. of this Agreement, the subgrant application incorporated herein by reference, and 24 C.F.R., Subpart I, Sections 570.480 – 570.497.</i> | |
| 2. <i>The Recipient shall be governed by 290.401-409, F.S., Rule 9 B-43, F.A.C. and Federal Laws, rules and regulations, including but not limited to those identified in Attachments B and J.</i> | |

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: For federal programs included in Exhibit 1, Section .400(d) of OMB Circular A-133, as revised, and for state projects included in Exhibit 1, Section 215.97(5)(a), Florida Statute requires the information in Exhibit 1 to be provided to the Recipient.

Attachment A
Scope of Work and Budget

Attachment B

State and Federal Statutes and Regulations

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

State and Federal Statutes and Regulations

- | | | | |
|-----|---|-----|--|
| 1. | Community Development Block Grant, Final Rule, 24 C.F.R., Part 570.602; | 32. | The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.); |
| 2. | Florida Small and Minority Business Act, s. 288.702-288.714, F.S.; | 33. | Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, and Standards, 24 C.F.R. Part 51, Subpart B; |
| 3. | Florida Coastal Zone Protection Act, s. 161.52-161.58, F.S.; | 34. | Flood Disaster Protection Act of 1973, P.L. 92-234; |
| 4. | Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.; | 35. | Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59; |
| 5. | Title I of the Housing and Community Development Act of 1974, as amended | 36. | Coastal Zone Management Act of 1972, P.L. 92-583; |
| 6. | Treasury Circular 1075 regarding drawdown of CDBG funds | 37. | Architectural and Construction Standards; |
| 7. | Sections 290.0401-290.049, F.S.; | 38. | Architectural Barriers Act of 1968, 42 U.S.C. 4151; |
| 8. | Rule Chapter 9B-43, Fla. Admin. Code.; | 39. | Executive Order 11296, relating to evaluation of flood hazards; |
| 9. | Department of Community Affairs Technical Memorandums; | 40. | Executive Order 11288, relating to prevention, control and abatement of water pollution; |
| 10. | HUD Circular Memorandums applicable to the Small Cities CDBG Program; | 41. | Cost-Effective Energy Conservation Standards, 24 C.F.R. Part 39; |
| 11. | Single Audit Act of 1984; | 42. | Section 8 Existing Housing Quality Standards, 24 C.F.R. Part 882; |
| 12. | National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act; | 43. | Coastal Barrier Resource Act of 1982; |
| 13. | National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R. Part 800); | 44. | Federal Fair Labor Standards Act, 29 U.S.C., s. 201 et. seq.; |
| 14. | Preservation of Archaeological and Historical Data Act of 1966; | 45. | Title VI of the Civil Rights Act of 1964 - Non-discrimination; |
| 15. | Executive Order 11593 - Protection and Enhancement of Cultural Environment; | 46. | Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing; |
| 16. | Reservoir Salvage Act; | 47. | Age Discrimination Act of 1975; |
| 17. | Safe Drinking Water Act of 1974, as amended; | 48. | Executive Order 12892- Fair Housing |
| 18. | Endangered Species Act of 1958, as amended; | 49. | Section 109 of the Housing and Community Development Act of 1974, Non-discrimination; |
| 19. | Executive Order 12898 - Environmental Justice | 50. | Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. Part 8; |
| 20. | Executive Order 11988 and 24 C.F.R. Part 55 - Floodplain Management; | 51. | Executive Order 11063 - Equal Opportunity in Housing; |
| 21. | The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et. seq.); | 52. | Executive Order 11246 - Non-discrimination; |
| 22. | Executive Order 11990 - Protection of Wetlands; | 53. | Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment/Training of Lower Income Residents and Local Business Contracting; |
| 23. | Coastal Zone Management Act of 1968, as amended; | 54. | Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 C.F.R. Part 24; |
| 24. | Wild and Scenic Rivers Act of 1968, as amended; | 55. | Copeland Anti-Kickback Act of 1934; |
| 25. | Clean Air Act of 1977; | 56. | Hatch Act; |
| 26. | HUD Environmental Standards (24 C.F.R. Part 58); | 57. | Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.); |
| 27. | Farmland Protection Policy Act of 1981; | 58. | OMB Circulars A-87, A-102, A-122, and A-133, as revised; |
| 28. | Clean Water Act of 1977; | 59. | Administrative Requirements for Grants, 24 C.F.R. Part 85; |
| 29. | Davis - Bacon Wage Rate Act; | 60. | Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12. |
| 30. | Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.; | | |
| 31. | The Wildlife Coordination Act of 1958, as amended; | | |

ATTACHMENT C
RECORDKEEPING

N/A

Attachment D
Reports

The following reports must be completed and submitted to the Department in the time frame indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (10) of this Agreement.

1. The Contractual Obligation and MBE Report must be submitted to the Department by April 15 and October 15 annually. The form must reflect *all contractual activity for the period*. If no activity has taken place during the reporting period, the form must indicate "no activity".
2. A Quarterly Progress Report must be submitted to the Department fifteen (15) days after the end of the quarter on the report form provided by the Department: April 15, July 15, October 15 and January 15.
3. The Administrative Closeout Package must be submitted to the Department forty-five (45) days after the Agreement termination date.
4. In accordance with OMB Circular A-133, revised, should the Recipient meet the threshold for submission of a *single or program specific audit*, the audit must be conducted in accordance with OMB Circular A-133 and submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, a certification must be provided to the Department no later than nine (9) months from the end of the Recipient's fiscal year.
5. The Section 3 Summary Report must be completed and submitted to the Department by July 31 annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
6. Request for Funds must be completed on the Department's Request for Funds form and submitted in a pdf format via email by an authorized signatory. Requests for Funds received via email will only be accepted from an email address that is reflected on the Signature Authority form. The Request for Funds must be submitted to the following departmental email address: CDBG@dca.state.fl.us

ATTACHMENT E
JUSTIFICATION OF ADVANCE PAYMENT

N/A

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment G

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, (name of subcontractor), certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Contractor's subcontractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

(Sub-Contractor's Name)

(Recipient's Name)

(Authorized Signature) Date: _____

(Print Name and Title)

(type here)
(DCA Contract Number)

(Street Address)

(City, State, Zip)

ATTACHMENT H
STATEMENT OF ASSURANCES

N/A

ATTACHMENT I
ACTIVITY WORK PLANS

Attachment J

Program, Category Specific and Special Conditions

1. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget/activity line items as defined on Attachment A (Budget and Scope of Work) and Attachment I (Work Plans).
2. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Sub-grant Application submitted to the Department, unless pre-agreement costs were approved in writing by the Department.
3. For each procured and executed professional services contract for which CDBG funding will be requested, the Recipient shall submit a copy of the following procurement documents:
 - a. When publication of the RFP is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. List of entities to whom a notification of the request for proposals was provided by mail or fax (if applicable);
 - c. For engineering contracts, a 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 and signed final evaluation/ranking forms;
 - f. Commission minutes approving 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 Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000. Additionally, the Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from the Department. Failure to secure prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient.
 - l. If a regional planning council or local government is performing administration services, the Recipient shall submit only a copy of the contract and cost analysis information; and
 - m. If professional services procurement will not be undertaken, advise the Department in writing no later than 90 days from the effective date.

4. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed five thousand dollars (\$5,000), and for Economic Development Grants, not to exceed eight thousand dollars (\$8,000), but in any case, no later than ninety (90) days from the effective date of this Agreement, the Recipient shall complete the following:
 - a. Submit and obtain the Department's approval of the documentation required in paragraph 3 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before the Department approves the procurement. If the Department does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 (\$8,000 for Economic Development).
 - b. Comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedures 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, the Department will issue a Notice of Removal of Environmental Conditions.
5. The Recipient shall obtain approval from the Department prior to requesting CDBG funds for engineering activities and costs which are additional engineering as defined in Rule 9B-430031(1), Florida Administrative Code.
6. Should the recipient undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to property owners of his or her rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that the Department can determine whether remedial action may be needed.
7. The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding \$15,000, provide to the Department a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$25,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until the Department has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
8. The Recipient shall annually undertake an activity to affirmatively further fair housing pursuant to 24 C.F.R. Section 570.487(b)(4). Annually shall be defined as an activity for each year or one-third thereof from the effective date of the Agreement to the date of submission of the administrative closeout.
9. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on Attachment A of this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended after the date of site visit and prior to submission of the administrative closeout.
10. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.
11. A deed restriction shall be recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed shall be made a part of

- the public records in the Clerk of Court of the county in which the real property 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).
12. For structures constructed prior to 1978, the Recipient shall provide that appropriate abatement procedures will be undertaken should lead-based paint be found on a structure scheduled for rehabilitation in whole or in part with CDBG funds and that the owners and/or occupants of the building will be advised:
 - a. The property may contain lead-based paint;
 - b. The hazards of lead-based paint;
 - c. The symptoms and treatment of lead poisoning;
 - d. The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards); and
 - e. The need for and availability of blood lead-level screening for children under seven years of age.
 13. The Recipient 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.
 14. Pursuant to Section 102(b), Public Law 101-235, 42 U.S.C. Section 3545, the Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or ten percent (10%) of the grant, whichever is less.
 15. A final Form HUD 2880, if required, shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
 16. 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; CDBG 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).
 17. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
 18. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to the Department with administrative closeout documents.
 19. 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.

For Housing Rehabilitation Grants Only

1. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the *Flood Disaster Protection Act of 1973*. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program until at least submission of the administrative closeout package.
2. The Recipient must comply with the Housing Assistance Plan (HAP) that was provided to the Department as part of the application process. The Recipient agrees that this Housing Assistance Plan will be followed unless waived by the governing body. Department approval is required for HAP revisions made after application deadline.
3. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the State of Florida, Department of Business and Professional Regulation.
4. Change orders for housing rehabilitation or reconstruction shall be approved by the homeowner or his or her representative, the contractor and a representative of the local government prior to initiation of work based on that change order.
5. To document completion of construction, each housing unit case file shall contain the following information:
 - a. A statement from the contractor that all items on the initial work write-up and those modified through change orders are complete;
 - b. An acknowledgment that the housing unit meets the applicable local code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist;
 - c. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuse to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and
6. The following data will be provided by housing unit as part of the administrative closeout for each activity providing direct benefit (i.e., housing rehabilitation, temporary relocation, hookups, etc.) and summarized by activity and submitted with the administrative closeout package:
 - a. Name of each recipient and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG and non-CDBG funds spent on that housing unit;
 - b. Whether the household head is female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
 - c. The number of occupants in the household, categorized by gender; and
 - d. The racial demographics and ethnicity of the household by number (white, African American, American Indian or Alaskan Native, Native Hawaiian Pacific Islander, American Indian or Alaskan Native and white, Asian and white, African American and white, American Indian/Alaskan Native and African American, other multi-racial or Hispanic).

Special Condition(s)

1. If necessary, the Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the contract, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.

**ATTACHMENT K
SIGNATURE AUTHORIZATION FORM**

Department of Community Affairs
 Florida Small Cities Community Development Block Grant, Disaster Recovery and Neighborhood Stabilization Programs

SIGNATURE AUTHORITY FORM

Submit an original Signature Authority Form with each contract.

Recipient		Contract #		Funding Source	
Mailing Address (Street or Post Office Box)				<input type="checkbox"/> Small Cities CDBG <input type="checkbox"/> Disaster Recovery <input type="checkbox"/> Neighborhood Stabilization	
City, State and Zip Code				Local Government DUNS #	
Project Contact Person		Telephone #		E-mail Address	
Financial Contact Person		Telephone #		E-mail Address	
Requests for Funds (RFFs) require (<i>check one</i>): <input type="checkbox"/> one signature <input type="checkbox"/> two signatures of individuals authorized below. <u>RFFs must be submitted via email in a pdf format from the email address of one of the individuals listed below.</u> RFFs submitted from other email addresses will not be processed by the Department.					
Typed Name		Date		Signature	
<input type="checkbox"/> Check here if above person is authorized to submit RFFs		E-mail Address			
Typed Name		Date		Signature	
<input type="checkbox"/> Check here if above person is authorized to submit RFFs		E-mail Address			
Typed Name		Date		Signature	
<input type="checkbox"/> Check here if above person is authorized to submit RFFs		E-mail Address			
I certify, as the recipient's Chief Elected Official, that the above signatures are of the individuals authorized to sign Requests for Funds and to submit RFF's electronically.					
Typed Name		Date		Signature	
<input type="checkbox"/> Check here if your local government utilizes Electronic Funds Transfer (EFT) from the State of Florida. <input type="checkbox"/> Check here if your local government will be working on a reimbursement basis.					
CDBG payments <i>to local governments using EFT</i> are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. Please call the CDBG Program at 850/922-1878 or 487-3644 if you have questions. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/ .					
Local governments <i>not receiving EFT, and not working on a reimbursement basis</i> , must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.					
Name of Financial Institution			Account Number		
Street Address or Post Office Box			Telephone Number		
City, State and Zip Code					

FFY 2008 Small Cities Community Development Block Grant (CDBG) Program Information Form

Contract Number:

CFDA Number: 14.228

Names and Addresses

1. **Contract Recipient**

Name of Chief Elected Official: _____		
Title: _____		
Address: _____		
City, State, Zip Code: _____		
Area Code/Telephone No: () _____	Suncom No: _____	Area Code/Fax Number () _____
E-Mail Address: _____		

2. **Chief Financial Officer**

Name of Chief Financial Officer: _____		
Title: _____		
Address: _____		
City, State, Zip Code: _____		
Area Code/Telephone No: () _____	Suncom No: _____	Area Code/Fax Number () _____
E-Mail Address: _____		

3. **Local Contact Person**

Name of Local Contact Person: _____		
Title: _____		
Address: _____		
City, State, Zip Code: _____		
Area Code/Telephone No: () _____	Suncom No: _____	Area Code/Fax Number () _____
E-Mail Address: _____		

CIVIL RIGHTS PROFILE (07.02)

RECIPIENT NAME _____

CONTRACT NUMBER _____ DATE: _____

DEMOGRAPHIC DATA

1. Total Number of Local Government Employees: _____ (Do NOT include constitutional officers)
2. Number of Employees who work on CDBG funded activities: _____
3. Total Number of Local Government Minority Employees: _____ (Do NOT include constitutional officers)
4. Number of Minority Employees who work on CDBG funded activities: _____
5. Local Government Population # _____ (Counties do NOT include populations of incorporated cities)
6. Local Government Minority Population: (Counties do NOT include populations of incorporated cities)
7. Local Government Minority Population Percentage: (Counties do NOT include populations of incorporated cities)
8. Percentage of Persons of Low and Moderate Income in the Local Government: _____ (Counties do NOT include populations of incorporated cities)

For Neighborhood Revitalization and Commercial Revitalization Only

9. Service Area Population: _____
10. Percentage of Persons of Low and Moderate Income in the Service Area: _____

To document civil rights compliance, this profile should be completed and returned to:

CDBG Program
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Retain a file copy in the event that a CDBG grants monitor wishes to review it during a monitoring visit.

CIVIL RIGHTS PROFILE (07.02)

Use application survey data or census data, as appropriate, to determine beneficiary information. Complete a form for each activity, except Administration and Engineering. Submit civil rights information with executed contract and update upon completion of grant.

1. **Total Beneficiaries in Service Area:**
Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. **LMI Beneficiaries in Service Area:**
Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

FOR ECONOMIC DEVELOPMENT GRANTS ONLY (should be provided at the time of grant completion)

3. **Job Applicants:**
Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. **Job Hires:**
Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.
5. **FOR HOUSING GRANTS ONLY:**
(Complete column 2 below at closeout using data provided by assisted households.)

ACTIVITY NAME: _____

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries
White/non Hispanic					
Black/non Hispanic					
Hispanic					
Asian/Pacific Islander					
American Indian /Alaskan Native					
Hasidic Jews					
Female Head of Household					
Elderly Head of Household					
Handicapped					

APPLICANT/GRANTEE/RECIPIENT DISCLOSURE CERTIFICATION

PART I. APPLICANT/GRANTEE/RECIPIENT INFORMATION	
Indicate whether this is an Initial Report _____ or Updated Report _____	
A. Applicant/Grantee Name, Address, and Telephone (include area code)	
B. Participating Party Name, Address, and Telephone (include area code) (for economic development component only)	
C. Project Location Address	
D. Type of Assistance Requested/Provided	Amount of Assistance Requested/Provided
PART II. THRESHOLD DETERMINATION (Applicant/Grantee # only)	
Have you received, or can you reasonably expect to receive (including this CDBG contract), an aggregate amount of CDBG funds in excess of \$200,000 during the current fiscal year?	
Yes _____ No _____	
If "yes", Parts III through V must also be completed.	
All applicants must certify that the information provided is true by signing below.	
_____ Printed Name of Applicant/Grantee/Recipient	_____ Signature of Chief Elected Official
_____ Date	_____ Printed Name and Title of Chief Elected Official

PART III. OTHER GOVERNMENT ASSISTANCE			Attachment # <u>1</u>
Federal Department/State/Local			Page <u>41</u> of <u>114</u>
Agency Name & Address	Program	Type	Amount Requested/Provided
PART IV. INTERESTED PARTIES			
List of all persons with a Reportable Financial Interest		Type of Participation	Financial Interest in Project (\$ and %)
PART V. SOURCES AND USES OF FUNDS			
Source		Use	

I hereby certify that this information is true and correct.

Signature of Chief Elected Official

Date

Who Must Complete the Disclosure Certification

Every unit of local government applying for CDBG funds must complete the Applicant/Grantee/ Recipient Disclosure Certification. The certification must be submitted prior to contraction and updated and resubmitted if any significant change to the disclosed information occurs. If the funding threshold of \$200,000 is met, Parts III through V of the Disclosure Certification, as they pertain to the particular grant request, must also be completed. The information must be as complete and concise as possible.

An applicant is defined as any unit of local government applying for CDBG funds. The grantee is any of local government, which has been awarded a grant. The recipient is defined as the receiver of the grant funds from the local government and refers to the economic development component only. (For example: If a city receives a grant to loan funds to a company for machinery and equipment acquisition, the company is the recipient.)

Updating the Disclosure Certification

During the period in which an application is pending, or the period in which the assistance is being provided, the Disclosure Certification must be updated if there is Omitted Information, a Change in Disclosure Threshold or, a Change to Previously Disclosed Information.

You have the opportunity for an administrative proceeding pursuant to Section 120.569, Florida Statutes, regarding the agency's action. Depending upon whether you allege any disputed issue of material fact in your petition requesting an administrative proceeding, you are entitled to either an informal proceeding or a formal hearing.

If your petition for hearing does not allege any disputed issue of material fact concerning the Department's action, then the administrative proceeding will be an informal one, conducted pursuant to Sections 120.569 and 120.57(2) Florida Statutes, and Chapter 28-106, Parts I and III, Florida Administrative Code. In an informal administrative proceeding, you may be represented by counsel or by a qualified representative, and you may present written or oral evidence in opposition to the Department's action or refusal to act; or you may exercise the option to present a written statement challenging the grounds upon which the Department has chosen to justify its action or inaction.

If you dispute any issue of material fact stated in the agency action, then you may file a petition requesting a formal administrative hearing before an administrative law judge of the Division of Administrative Hearings, pursuant to Sections 120.569 and 120.57(1), Florida Statutes, and Chapter 28-106, Parts I and II, Florida Administrative Code. At a formal administrative hearing, you may be represented by counsel or other qualified representative, and you will have the opportunity to present evidence and argument on all the issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of fact and orders, and to file exceptions to any recommended order.

Mediation is not available with respect to this action.

If you desire either an informal proceeding or a formal hearing, you must file with the Agency Clerk of the Department of Community Affairs a written pleading entitled, "Petition for Administrative Proceedings" within 21 calendar days of receipt of this notice. A petition is filed when it is received by the Agency Clerk, in the Department's Office of General Counsel, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. You may also file the Petition by facsimile transmission to (850) 487-6769. If you choose to file by facsimile transmission, you are responsible for verifying that the complete document was received by the Office of the Agency Clerk prior to the deadline.

The petition must meet the filing requirements in Rule 28-106.104(2), Florida Administrative Code. If an informal proceeding is requested, then the petition shall be submitted in accordance with Rule 28-106.301, Florida Administrative Code. If a formal hearing is requested, then the petition shall be submitted in accordance with Rule 28-106.201(2), Florida Administrative Code.

The petition must include the signature of someone authorized to act on your behalf. A petition must specifically request an administrative proceeding, it must admit or deny each material fact contained in the notice of agency action, and it must state any defenses upon which you rely.

You waive the right to an administrative proceeding if you do not file a petition with the Agency Clerk within 21 days of receipt of this notice. In that case, you will be sent a final order by the Department stating that you have waived your right to an administrative proceeding, and explaining that you still have the right to file an additional appeal with the District Court of Appeal for a period of thirty (30) days from the date the final order is issued by the Department.

In addition to the above rights, you have the right under §120.542 Fla. Stat. to file a petition requesting a variance or waiver from the applicable rules of the Department. Such petition must comply with the statutory and regulatory requirements and be filed within the same 21 day period as that provided for the filing of an administrative proceeding under § 120.569 Fla. Stat. and § 120.57 Fla. Stat., or such rights as exist under § 120.542 Fla. Stat. are waived. Any proceeding held with respect to § 120.542 Fla. Stat. must be a separate proceeding from the administrative proceeding under § 120.569 and § 120.57 Fla. Stat. The granting of a waiver or variance must be based on a demonstration that the purpose of the underlying statute will be or has been achieved by other means, and that the application of the rule would create substantial hardship or would violate principles of fairness. The Department is not authorized to grant variances or waivers to statutes.

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SPECIAL INSTRUCTIONS FOR COMPLETION OF ENCLOSURES

1. CDBG Award Agreement

The Award Agreement (the Agreement) binds your local government to the proposed CDBG project and ensures compliance with all applicable CDBG laws, rules, and regulations. On Page 8 insert the name and address of the Representative of the Recipient responsible for the administration of the Agreement. Original signatures are required on page 14 of all three copies of the Agreement, and all three copies of the Agreement must be returned to the Department within 30 days of the local government's receipt of the Agreement. **The three copies of the Agreement must be accompanied by the documents required in numbers two, three, four, five and six below.** Following final signature by the Department, a fully executed copy of the Agreement will be returned to your local government.

Attachment B contains Federal Regulations and State Statutes. Program, Category Specific, and Special Conditions, if applicable, are contained in Attachment J of this Agreement.

2. Signature Authorization Form

A Signature Authorization Form (attached) must be completed. Once completed, the Signature Authorization Form will be identified as Attachment K of the Agreement. The purpose of this form is to identify individuals in your local government who are authorized to sign Request for Funds, to electronically submit each Request for Funds to the Department and designate the bank account of record and financial institution where funds are to be deposited. A separate non-interest bearing bank account must be maintained for each CDBG project due to the original funding source. Each of the individuals authorized to sign checks for the distribution of CDBG funds pursuant to the Agreement must be bonded.

Please type in the non-interest bearing bank account number, bank name, and address, as well as the names and titles of the persons authorized to request funds. If funds are to be remitted to an address other than the financial institution reflected, please indicate. If the recipient currently receives Electronic Fund Transfers (EFT) from the Comptroller's Office, an address should be provided where remittance and backup documentation may be sent. Three copies of the form with original signatures of the chief elected official and those authorized to request funds and submit same to the Department electronically must be returned to the Department with the signed Agreements.

3. **If anyone other than the Chief Elected Official will be authorized to execute the Agreement or to sign amendment requests, reports, or other contractually required documents, please provide a copy of the resolution authorizing said delegation.**

4. Activity Work Plan Form

An Activity Work Plan Form (attached) must be completed which reflects activity line items included in the Program Budget (Attachment A of the Agreement), including administration. The Activity Work Plan, when completed, will be identified as Attachment I of the Agreement. Please identify the activities that will take place and the dollar amounts; which will be requested, from the Department on a periodic basis (use additional forms as needed to reflect all proposed activities). **Three copies of the Work Plan must be returned with your executed Agreement to the Department.**

Please develop your work plans carefully to ensure that all planned activities will be completed in a timely manner. The Department reserves the right to reject any proposed work plans that fail to demonstrate an orderly progression of activities over the term of the Agreement.

5. Grant Program Information Form

The two page Grant Program Information Form (attached) must be completed which provides names and addresses for local contacts and paid consultant (if applicable), administrative data and a brief project description. This information will be used to load data into the CDBG Grants Record Information Tracking System (GRITS). **One copy of the form must be returned with your executed Agreement to the Department.**

6. Special Requirements

The Department must satisfy the following provisions prior to execution of the Agreement:

- A. Submit to the Department **one copy** of the completed Civil Rights Profile Form (attached) to facilitate the Department's civil rights review; and
- B. Submit to the Department **one copy** of an executed initial Form HUD 2880 (attached), pursuant to 24 C.F.R. Part 12.