STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

Contract Number: **10DB-K4-02-47-01-K21** CFDA Number: 14.228

Rule: Emergency Rule 9BER09-2

Community Development Block Grant Program

FFY 2008 Disaster Recovery Program Agreement

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 **Leon County Commission, 301 South Monroe Street, Tallahassee, Florida 32301,** (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 **January 15, 2010**, 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
Community Development Block Grant Disaster Recovery 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
Community Development Block Grant Disaster Recovery 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 monthly 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) Monthly reports are due to the Department on the last day of each month of the program year and shall be sent each month until submission of the administrative close-out report.

(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 subrecipients, 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 close-out 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 and said notification attached to the original of this Agreement.

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

Audrine Finnerty
Department of Community Affairs
Division of Housing and Community Development
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 410-0587
Fax: (850) 922-5609
Email: audrine.finnerty@dca.state.fl.us

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

(Name)
(Address)
Telephone: ( ) -
Fax: ( ) -
Email: @

(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 review and 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 **$10,179,232.00**, 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 Recipient as 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 Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its 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.

(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-K4-02-47-01-K21**

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

LEON COUNTY COMMISSION

By: _____ Date: _____
(Authorized Signature)

_____
(Print Name)

Title: _____

Federal Tax ID# _____

DUNS# _____

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____ Date: _____
(Authorized Signature)

Type Name: Janice Browning

Title: Director, Division of Housing & Community Development

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:

	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:	**$10,179,232.00**

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. *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.*	**Community Development Block Grant Disaster Recovery Program**
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	

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 requires, 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 A - PROGRAM BUDGET AND SCOPE OF WORK SUMMARY

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)	21A	ADMINISTRATION	N/A	N/A	N/A	N/A	N/A	$204,000.00		
ENGINEERING	21B	ENGINEERING	N/A	N/A	N/A	N/A	N/A	$1,494,291.00		
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING	14A, 14B	REHAB, SINGLE AND MULTI-FAMILY	HU - RENTAL	TBD	TBD	TBD	TBD	$1,425,092.00		
SUBTOTAL								$3,123,383.00		
ALL OTHER RECOVERY ACTIVITIES										
FLOOD AND DRAINAGE	3I	FLOOD AND DRAINAGE PROJECTS	HU	TBD	TBD	TBD	TBD	$6,695,849.00		
ACQUISITION FLOODPLAIN	03J	ACQUISITION 100 YEAR FLOODPLAIN						$360,000.00		
SUBTOTAL					796	70	1323	$7,055,849.00		
								$10,179,232.00		
TOTAL UNDUPLICATED BENEFICIARIES (FROM ALL SERVICE AREAS)			**TBD**			**TOTAL LMI BENEFICIARIES (FROM ALL SERVICE AREAS)**			**TBD**	

ATTACHMENT A.1 - PROGRAM BUDGET AND SCOPE OF WORK BY SERVICE AREA

SERVICE AREA: #1 - AFFORDABLE RENTAL HOUSING

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)	21A	ADMINISTRATION	N/A	N/A	N/A	N/A	N/A			
ENGINEERING										
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING	14A,14B	BENEFIT TO LMI PERSONS, COUNTY	PERSONS	TBD	TBD	TBD	TBD	$712,546.00		
	14A,14B	BENEFIT TO LMI PERSONS, CITY	PERSONS	TBD	TBD	TBD	TBD	$712,546.00		
SUBTOTAL								$1,425,092.00		
ALL OTHER RECOVERY ACTIVITIES										
SUBTOTAL				TBD	TBD	TBD	TBD			
TOTALS								$1,425,092.00		
TOTAL UNDUPLICATED BENEFICIARIES (THIS SERVICE AREA) TBD						**TOTAL LMI BENEFICIARIES (THIS SERVICE AREA) TBD**				

Attachment # 1
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ATTACHMENT A.1 - PROGRAM BUDGET AND SCOPE OF WORK BY SERVICE AREA

SERVICE AREA: #02 - FAIRBANKS FERRY FLOODED PROPERTY ACQUISITION

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)	21A	ADMINISTRATION	N/A	N/A	N/A	N/A	N/A			
ENGINEERING										
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING										
SUBTOTAL										
ALL OTHER RECOVERY ACTIVITIES										
FAIRBANKS FERRY ACQUISITION	1	FAIRBANKS FERRY FLOODED PROPERTY ACQUISITION - BENEFITS TO LMI - COUNTY	HU	11	4	7	11	$400,000.00		
SUBTOTAL										
TOTALS								$400,000.00		
TOTAL UNDUPLICATED BENEFICIARIES (THIS SERVICE AREA) 11						**TOTAL LMI BENEFICIARIES (THIS SERVICE AREA) 11**				

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ATTACHMENT A.1 - PROGRAM BUDGET AND SCOPE OF WORK BY SERVICE AREA

SERVICE AREA: #03 - TIMBER LAKE SUBDIVISION - FLOOD CONTROL

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)	21A	ADMINISTRATION	N/A	N/A	N/A	N/A	N/A			
ENGINEERING										
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING										
SUBTOTAL										
ALL OTHER RECOVERY ACTIVITIES										
TIMBER LAKE	03I	FLOOD CONTROL - URGENT NEED COUNTY	HU	221	76	0	221	$2,000,000.00		
SUBTOTAL								$2,000,000.00		
TOTALS								$2,000,000.00		
TOTAL UNDUPLICATED BENEFICIARIES (THIS SERVICE AREA) 221						**TOTAL LMI BENEFICIARIES (THIS SERVICE AREA) 76**				

Attachment # 1
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ATTACHMENT A.1 - PROGRAM BUDGET AND SCOPE OF WORK BY SERVICE AREA

SERVICE AREA: #04 - SOUTHSIDE STORMWATER PROJECT - CITY OF TALLAHASSEE

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)	21A	ADMINISTRATION	N/A	N/A	N/A	N/A	N/A			
ENGINEERING										
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING										
SUBTOTAL										
ALL OTHER RECOVERY ACTIVITIES										
SOUTHSIDE STORMWATER	03I	FLOOD CONTROL - BENEFITS TO LMI - CITY	PERSONS	1772	1513	0	1772	$2,500,000.00		
SUBTOTAL								$2,500,000.00		
TOTALS								$2,500,000.00		
TOTAL UNDUPLICATED BENEFICIARIES (THIS SERVICE AREA) 1772						**TOTAL LMI BENEFICIARIES (THIS SERVICE AREA) 1513**				

ATTACHMENT A.1 - PROGRAM BUDGET AND SCOPE OF WORK BY SERVICE AREA

SERVICE AREA: #05 - FRANKLIN BOULEVARD FLOOD RELIEF

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)	21A	ADMINISTRATION	N/A	N/A	N/A	N/A	N/A			
ENGINEERING										
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING										
SUBTOTAL										
ALL OTHER RECOVERY ACTIVITIES										
FRANKLIN BOULEVARD	03I	FLOOD CONTROL - BENEFITS TO LMI - CITY	PERSONS	1669	945	0	1669	$1,700,000.00		
SUBTOTAL								$1,700,000.00		
TOTALS								$1,700,000.00		
TOTAL UNDUPLICATED BENEFICIARIES (THIS SERVICE AREA) 1669						**TOTAL LMI BENEFICIARIES (THIS SERVICE AREA) 945**				

ATTACHMENT A.1 - PROGRAM BUDGET AND SCOPE OF WORK BY SERVICE AREA

SERVICE AREA: #06- FAIRBANKS FERRY EMERGENCY ACCESS

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)	21A	ADMINISTRATION	N/A	N/A	N/A	N/A	N/A			
ENGINEERING										
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING										
SUBTOTAL										
ALL OTHER RECOVERY ACTIVITIES										
FAIRBANKS FERRY ACCESS	03I	EMERGENCY ACCESS - BENEFITS TO LMI - COUNTY	HU	39	8	26	39	$950,140.00		
SUBTOTAL								$950,140.00		
TOTALS								$950,140.00		
TOTAL UNDUPLICATED BENEFICIARIES (THIS SERVICE AREA) 39						**TOTAL LMI BENEFICIARIES (THIS SERVICE AREA) 34**				

ATTACHMENT A.1 - PROGRAM BUDGET AND SCOPE OF WORK BY SERVICE AREA

SERVICE AREA: #07 - SELENA ROAD FLOOD MITIGATION

CATEGORY	ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET		
	NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	OTHER FUNDS	SOURCE
ADMINISTRATION (LIMITED TO 2.5% OF TOTAL ALLOCATION)	21A	ADMINISTRATION	N/A	N/A	N/A	N/A	N/A			
ENGINEERING										
DOLLARS ALLOCATED FOR AFFORDABLE RENTAL HOUSING										
SUBTOTAL										
ALL OTHER RECOVERY ACTIVITIES										
SELENA ROAD	03I	SELENA ROAD FLOOD MITIGATION - BENEFITS TO LMI COUNTY	HU	97	11	47	97	$1,000,000.00		
SUBTOTAL								$1,000,000.00		
TOTALS								$1,000,000.00		
TOTAL UNDUPLICATED BENEFICIARIES (THIS SERVICE AREA) 97						**TOTAL LMI BENEFICIARIES (THIS SERVICE AREA) 58**				

Attachment A.1
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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 Disaster Recovery Emergency Rule 9BER09-2;
2. Florida Small and Minority Business Act, s. 288.702-288.714, F.S.;
3. Florida Coastal Zone Protection Act, s. 161.52-161.58, F.S.;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;
5. Title I of the Housing and Community Development Act of 1974, as amended
6. Treasury Circular 1075 regarding drawdown of CDBG funds
7. Sections 290.0401-290.049, F.S.;
8. Rule Chapter 9B-43, Fla. Admin. Code.;
9. Department of Community Affairs Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;
13. National Historic Preservation Act of 1966 (Public Law89-665) as amended and Protection of Historic Properties (24 C.F.R. Part 800);
14. Preservation of Archaeological and Historical Data Act of 1966;
15. Executive Order 11593 - Protection and Enhancement of Cultural Environment;
16. Reservoir Salvage Act;
17. Safe Drinking Water Act of 1974, as amended;
18. Endangered Species Act of 1958, as amended;
19. Executive Order 12898 - Environmental Justice
20. Executive Order 11988 and 24 C.F.R. Part 55 - Floodplain Management;
21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et.seq.);
22. Executive Order 11990 - Protection of Wetlands;
23. Coastal Zone Management Act of 1968, as amended;
24. Wild and Scenic Rivers Act of 1968, as amended;
25. Clean Air Act of 1977;
26. HUD Environmental Standards (24 C.F.R. Part 58);
27. Farmland Protection Policy Act of 1981;
28. Clean Water Act of 1977;
29. Davis – Bacon Wage Rate Act;
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;
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.);
33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, and Standards, 24 C.F.R. Part 51, Subpart B;
34. Flood Disaster Protection Act of 1973, P.L. 92-234;
35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;
36. Coastal Zone Management Act of 1972, P.L. 92-583;
37. Architectural and Construction Standards;
38. Architectural Barriers Act of 1968, 42 U.S.C. 4151;
39. Executive Order 11296, relating to evaluation of flood hazards;
40. Executive Order 11288, relating to prevention, control and abatement of water pollution;
41. Cost-Effective Energy Conservation Standards, 24 C.F.R. Part 39;
42. Section 8 Existing Housing Quality Standards, 24 C.F.R. Part 882;
43. Coastal Barrier Resource Act of 1982;
44. Federal Fair Labor Standards Act, 29 U.S.C., s. 201 et. seq.;
45. Title VI of the Civil Rights Act of 1964 - Non-discrimination;
46. Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing;
47. Age Discrimination Act of 1975;
48. Executive Order 12892- Fair Housing
49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;
50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. Part 8;
51. Executive Order 11063 - Equal Opportunity in Housing;
52. Executive Order 11246 - Non-discrimination;
53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment/Training of Lower Income Residents and Local Business Contracting;
54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 C.F.R. Part 24;
55. Copeland Anti-Kickback Act of 1934;
56. Hatch Act;
57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.);
58. OMB Circulars A-87, A-102, A-122, and A-133, as revised;
59. Administrative Requirements for Grants, 24 C.F.R. Part 85;
60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12.

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 on the last day of the month on the report form provided by the Department.

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: disasterrecovery@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)

_____ Date:_____
(Authorized Signature)

_____
(Print Name and Title)

10DB-K4-02-47-01-K21
(DCA Contract Number)

_____
(Street Address)

_____
(City, State, Zip)

ATTACHMENT H

STATEMENT OF ASSURANCES

N/A

ATTACHMENT I

ACTIVITY WORK PLANS

Attachment J: Program and Special Conditions

1. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed Fifteen Thousand Dollars ($15,000), but in any case, no later than ninety-days (90) from the effective date of this Agreement, the Recipient shall complete the following:

   a. Comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedure for Title I Community Development Block Grant Programs and 40 C.F.R. Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a Release of Funds.

   b. Submit to the Department copies of all required policies and procedures that have been adopted by the local government but were not provided at the time of original Application. Also, unless submitted with the grant application, submit an executed copy of the required inter-local Agreement if more than one local government will receive funding under this contract.

   c. The documentation required in paragraph 2 below for any professional services contract associated with activities funded under this grant.

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

   a. Public notice of the terms of the request for proposals in a newspaper of regional circulation, including affidavit of publication;

   b. List of entities to whom a notification of the request for proposals was provided by email, U.S mail or by fax;

   c. List of firms that submitted a proposal (only if short-listing procedure was used);

   d. Completed short-listing evaluation / ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);

   e. Completed final evaluation / ranking forms;

   f. Portion of commission minutes dealing with contract award;

   g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);

   h. Contract (signed or proposed);

   i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over $150,000;

   j. If a protest was filed, a copy of the protest and documentation of resolution;

   k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds $25,000;

   l. If a regional planning council or local government is performing the services, submit only a copy of the contract and cost analysis information.

3 The Recipient shall not enter into a contract to be paid with Disaster funds based on a sole source or single proposal procurement action without prior written approval from the Department. Failure to secure the prior written approval shall relieve the Department of any obligation to fund the said procurement contract, including any payments previously made. If professional services procurement will not be undertaken, advise the Department.

4. For any activity that requires construction plans and specifications prepared by an engineer or architect:

a. Provide to the Department a copy of all engineering specifications and construction plans. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of all bid documents for all services and/or materials to provide those services and/or materials for all construction activities when the bids are expected to exceed $25,000. These submissions are for the limited purpose of identifying the extent of the activities to be accomplished with Disaster funds under this Agreement, and inclusion of program requirements, and in no way does it indicate that the Department has conducted a technical review of, or approved the plans or other bidding documents;

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

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

5. Any procurement which requires public notice in a newspaper (except as otherwise provided for in this contract) shall be published in a daily newspaper of general circulation in a nearby Office of Management and Budget (OMB) designated metropolitan statistical area (MSA). Alternatively, a local government may substitute such notice with a combination of local newspaper publication and mailed announcements to potential bidders, which generates at least three responsible and responsive bids or proposals. Such publication and/or mailing shall allow at least 12 days for receipt of the proposals or bids.

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

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

i. Any Request for Proposals which includes more than one service shall provide that: Proposals may be submitted for one or more of the services; qualifications and proposals shall be separately stated for each service; The evaluation of the proposals shall be separate for each service.

ii. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published Request for Proposals. Based on those criteria, the written evaluation will document why the successful proposal was selected.

iii. A separate professional services contract must be procured and executed between the local government and any professional services consultant for each particular CDBG subgrant and each service. Each advertisement for procurement of CDBG professional

services, except for subgrant application preparation, must identify either the CDBG subgrant cycle by federal fiscal year or the CDBG subgrant cycle by federal fiscal year or the CDBG subgrant agreement to which it is applicable.

iv. Each professional services contract must reference the CDBG subgrant agreement to which it is applicable.

c. If CDBG and other sources of funding are being jointly used to fund activities under a single contract, the activities to be paid for with CDBG funds must be shown separately in the bid proposal so that the CDBG activities and the amount of the contract to be paid from CDBG funds are identifiable.

d. If, after applying any specified deductive alternates, construction bids exceed available funds, the local government shall not negotiate with the low bidder unless there is only one bidder or all bidders are allowed to submit revised bids for the revised project.

e. If the construction cost can be reduced by deleting entire line items or reducing quantities based on unit prices identified in the bid, the effect of such deletions or reductions on all bidders' prices shall be determined. Contract award shall be made to the low, responsive and responsible bidder for the revised project.

f. All contracts in excess of $100,000 covered by Section 3 regulations shall contain the language required in 24 C.F.R. 135.38.

6. Should the Recipient be undertaking any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and:

a. Disaster funds will <u>not</u> be used for the cost of acquisition, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to the property owner of their 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 within 45 days of acquiring the property and prior to advertising for construction bids for any activity that required the acquisition.

b. Disaster funds <u>will</u> be used for the cost of acquisition, the Recipient shall document completion of all pre-acquisition activities by submitting all documentation required for a desk monitoring of those activities, including notice to the property owner of their rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, waiver of rights (for donations), and estimated settlement costs, as applicable. The documentation shall be submitted to the Department for review prior to closing on the property. A copy of the final statement of settlement costs and a copy of recorded deed, with any required deed restrictions, shall be submitted within 45 days of the acquisition.

7. Payment for the acquisition of property, right-of-way, or easement must be approved in writing by the Department prior to distribution of funds. Should the Recipient fail to obtain Department approval, any portion of the cost of the acquisition exceeding Fair Market Value as established in the Housing and Urban Development (HUD) Handbook 1378 shall not be paid with Disaster funds. Furthermore, if grant funds are used for acquisition, the requirements of 24 CFR 570.83 (e) (2) regarding final use or disposition shall be met.

8. If grant funds are used for acquisition of property for, or infrastructure in support of, LMI housing construction, construction of the housing must be completed and LMI benefit documented during the sub-grant period.

9. No payment from the Department shall be for an amount less than $5,000, unless it is a local government's final request for funds. Additionally, all funds requested from the department must be expended within 3 days of receipt.

10. If the project involves installation of new sewer lines, or a new sewer treatment plant funded (partially or wholly) from Disaster funds and new sewer lines funded by another source, the Recipient shall document notification to appropriate households of the requirement in Section 381.00655(1), Fla. Stat. (1995) to hookup to the sewer system within 365 days of its availability. (Note that the notification is to be provided at least one year prior to the anticipated availability of the system.) Special assessments or impact fees cannot be charged to households that are to be hooked-up to a water or sewage system.

11. The maximum percentage of subgrant funds allowed for architectural and engineering costs shall be based on the subgrant activities which require architectural design and engineering and shall not exceed the Rural Development (RD) Rural Utility Service (RUS) fee schedule (Form RD 1942-19) in Florida RUS Bulletin 1780-9, which can be obtained from the Department, and which is incorporated herein by reference.

    a. If more than one design professional is needed for an activity or activities (e.g., a landscape architect in addition to an engineer for sidewalk construction in a Commercial Revitalization project), the local government shall not exceed the appropriate RD/RUS fee curve for each activity covered by each design professional negotiated separately. For projects involving both Table I and II activities, engineering costs shall be pro-rated appropriately. The Department will not fund or reimburse costs of engineering activities that are not eligible under the Rural Utilities Service (RUS) fee schedule or those costs that exceed the RUS rates.

12. The Recipient, by executing this Agreement, certifies that program income received and retained by the local government before closeout of the grant will be used to continue grant activities in compliance with all applicable requirements of 25 C.F.R. Section 570.489(e). The amount of program income earned and expended must be reported to the Department on a quarterly basis.

13. 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 contract to the date of submission of the administrative closeout.

14. A deed restriction shall be recorded on any real property or facility acquired with Disaster funds. This restriction shall limit the use of that real property or facility to the use stated in the Application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the County in which the Recipient 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).

15. The Recipient shall conduct all public hearings relating to this Agreement and performance hereunder in a location that is accessible to physically handicapped persons or make such accommodations as necessary to provide for active participation of handicapped persons desirous of attending such public hearings.

16. All amendments to the activities contained in the application, including proposed new activities must be approved by the Department in writing prior to the date of initiation of that activity or the execution of any contract with any third party relating to such activity. The Department reserves the right to require that an activity meeting the Low to Moderate Income (LMI) national objective be replaced with another activity meeting the LMI national objective if the original activity can not be completed.

17. All requests for subgrant amendments shall include the following written documentation for review by the Department:

a. A cover letter signed by the Chief Elected Official or his or her designee which describes the need for the proposed changes and their effect upon the approved project.
b. All application forms that would be changed by the proposed amendment.
c. If applicable, a revised activity work plan; a revised budget showing the current and amended budget; If there is a change in activity location, a legible map which indicates the proposed change.
d. If applicable, a copy of the minutes of the meeting of the Citizen's Advisory Task Force (CATF) when the proposed amendment was reviewed.
e. If applicable, a copy of the public notice of the public notice for the public hearing at which the amendment was approved.
f. Signature of the Chief Elected Official on Modification Form DCA 07.02.
g. The amendment must be received by the Department at least 45 days prior to the end of the subgrant agreement. If the amendment is extending the subgrant agreement period, it must be received by the Department at least 90 days prior to the end of the subgrant agreement.
h. If the local government requests administrative closeout prior to the termination date of the subgrant agreement, any amendment affecting closeout and requiring Department approval must be included with the closeout.
i. Any proposed amendment extending the termination date of the subgrant agreement must be approved by the Department. The local government must explain any delay affecting project completion and must justify the need for the extension.

18. 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, and with all other environmental regulatory requirements.

19. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; Disaster financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h).

20. The Recipient shall maintain records of its expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget line items by service area contracted activity as defined on Attachment A, Budget and Scope of Work, and on Attachment I, Activity Work Plans.

21. 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.

22. If, as a result of a site visit, the Department identifies any issues affecting the eligibility for funding any activity in the application, the local government shall provide information necessary to establish eligibility for the activity under the Disaster Recovery initiative program requirements or replace the activity with a new activity meeting program requirements.

23. Following demolition of a structure on private property, the local government shall place a lien against the real property for the cost of demolition. If the lien is not recorded against the real property, then the demolition cost is not an eligible cost under the grant. A lien is not required when the demolition is needed for residential reconstruction completed during the sub-grant period. A copy of the lien shall be maintained in the project files. When the lien is paid, the funds shall be treated as program income in accordance with CDBG regulations in 24 CFR 570.

24. For any activity performed as an "urgent need," the project files shall document that the activity meets the requirements of 24 CFR 570.483 (d) to qualify under the "urgent need" national objective. For these disaster recovery funds, the "threat to health or welfare" portion of the requirements may be established in

the context of the 2008 hurricane season damage. The Recipient must submit an appropriate and properly completed National Objective Form, including attachments; to the Department for review and approval before funds may be drawn down to implement those activities. A copy of the approved National Objective Form must be maintained in the sub-grant file.

25. If grant funds are used for the "slum and blight" national objective, the Recipient must submit a National Objective Form, including attachments, to the Department for review and approval before funds may be drawn down to implement those activities. Before approval, the project files must document that the activity took place in an area officially designated as "slum" or "blighted" and meets HUD requirements for "slum and blight" on an area basis, or "slum and blight" on a "spot blight" basis. A copy of the approved National Objective form must be maintained in the sub-grant file.

26. For activities where hookups or connections are required as a condition for beneficiary access to a Disaster Recovery funded public improvement, no hookup or connection fees shall be charged to very- low, low or moderate-income beneficiaries.

27. For any construction contract that requires payment of prevailing wages under the Davis-Bacon and Related Acts (DBRA), the Recipient shall take the following actions so that the Department may meet its DBRA tracking and reporting requirements to HUD for these funds:

    a. Obtain a wage decision from the Department using its Wage Decision Request form or a similar document with the same information; and

    b. Prior to awarding the construction contract, submit the Bidding Information and Contractor Eligibility form, or document with the same information, and obtain the Department's confirmation that the contractor is not excluded from participation in federally funded projects.

28. Pursuant to the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), no activity may receive assistance from these funds with respect to any cost that is reimbursable by FEMA, eligible for Small Business Administration assistance, insurance, or any other program or sources. The Recipient's project files shall document how compliance with this prohibition on duplication of benefits was determined for each activity, including sub-recipients and, for housing or other direct benefit activity, individual beneficiaries. Duplication of benefits identified during monitoring, by an audit, or other means may require repayment of duplication of benefit funds.

29. Before expending disaster recovery funds for housing rehabilitation projects, the recipient must receive prior written approval of release of funds and the file shall document damage by the applicable 2008 storm.

30. Recipients of these Disaster Recovery funds are responsible for management of all subrecipients vendors and contractors that will receive funding from this grant or will assist the Recipient in carrying out the activities funded under this grant. Recipients must take steps to ensure compliance with applicable Federal and State rules and regulations. The Recipient's monitoring must cover each program, function or activity. Site visits and any necessary review of files should be undertaken on a regular basis to ensure that projects are being carried out in a timely manner and that they comply with required rules and regulations. Recipients must report on the subrecipient, vendor and contractor progress on a quarterly basis using the Department's Quarterly Status Report developed specifically for this Disaster Recovery funding. Recipients are encouraged to develop written procedures and checklists for accomplishing such monitoring. During on-site visits, the Department may request documentation that reviews of subrecipients or contracted work has been monitored on a regular basis.

31. Definitions:

    a. **Administrative Costs** - Administrative cost means the payment of all reasonable costs of management, coordination, monitoring, and evaluation, and similar costs and carrying charges, related to the planning and execution of community development activities, which are funded in

whole or in part under the Florida Community Development Block Grant Disaster Recovery Program. Administrative costs for the 2008 Disaster Action Plan are 2.5% of the total grant award. Activity delivery cost means a cost, except engineering, that can be directly associated with, and is required for, performing a specific activity. Activity delivery costs are charged to the activity line item. Engineering costs shall be charged to the engineering line item and has a separate limit. Activity delivery cost is a maximum of 5% for infrastructure and a maximum of 12% for housing activities.

b. **Architectural and Engineering Services** - Basic services required to be performed by an architect or engineer licensed by the State of Florida including preliminary engineering, design services and services during construction except for the following:

i. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required, such as route surveys.
ii. Laboratory test, well tests, borings, specialized geological soils, hydraulic or other studies recommended by the engineer.
iii. Property surveys, detailed description of sites, maps, drawings, or estimates related to them, assistance in negotiating for land and easement rights.
iv. Necessary data and filing maps for water rights.
v. Redesigns ordered by the owner after final plans have been accepted by the owner and the local government, except redesigns to reduce the project cost to within the funds available.
vi. Appearance before courts or boards on matters of litigation or hearings related to the project.
vii. *Preparation of environment assessments or environmental impact statements*
viii. Performance of detailed staking necessary for construction of the project in excess of the control skating.
ix. Provision of the operation and maintenance manual for facilities.
x. Activities required for obtaining state and federal regulatory agency construction permits.
xi. Design of hookups.
xii. Cost of engineering specialties such as electrical; hydro geological services; biologists; and heating, ventilation, and air conditioning (HVAC).

c. **Authorized Signature** - the original signature of the Chief Elected Official or the signature of a person who is designated by charter, resolution, code, ordinance or other official action of the local government to sign Disaster Recovery related documents. If a signature other than the Chief Elected Official is submitted, a copy of that designation must accompany that signature.

d. **Direct Benefit** - CDBG assistance that promotes or enhances individual well-being including housing rehabilitation, sewer and water hookups, or job creation by a Participating Party. Activities that only meet a national objective through an area-wide determination do not confer direct benefit.

e. **Job Creation Location** – is the geographic location within the project area where job creation activities of the Participating Party and expenditure of non-public funds will occur. This excludes any locations where public funds from any source are being expended for local government-owed infrastructure, local government owned public facilities or within public easements or rights-of-way.

f. **Jobs Created** – means permanent jobs which were not in existence in the State of Florida prior to the provision of the disaster assistance and which would not be created without CDBG Disaster Recovery assistance. In cases where an employer both creates and eliminates jobs, "jobs – created" means the difference between the new jobs –created and the old jobs eliminated.

g. **Jobs Permanent – a** full-time position or a full-time equivalent position (2,000 hours annually) as set forth in the application which is necessary to the overall goals and objectives of a business and

which has no known end, and which will be maintained by the Participating Party for a minimum of one year from natural conditions or as otherwise clarified in 24 C.F.R. 570.483(b)(4).

h. **Jobs Retained** – a permanent position which, without CDBG Disaster Recovery assistance, would be abolished by layoffs, plant closing, or other severe economic or natural conditions or as otherwise clarified in 24 C.F.R. 570.483(b)(4).

i. **Jurisdiction** – is the corporate limits of a local government or the area over which it has zoning authority.

j **Liquidated Damages** - funds paid to a local government by a contractor, vendor, or any other party pursuant to a pursuant to a CDBG-funded contract when such payment is triggered by nonperformance or failure to perform on their part. This definition is applicable whether such funds are withheld by the local government or repaid or rebated to the local government by the contractor, vendor or third party.

k. **Public Notice** - defined as an advertisement published in a local newspaper of general circulation at least five days, and no more than 20 days, prior to the event for which the notice was placed. of the time period shall not include the date of publication of the notice.

l. **Section 3** – refers to Section 3 of the Housing and Community Development Act of 1968, as amended, as effective on 5-23-06, and 24 C.F.R. Part 135, as effective on 5-23-06, relating to employment and other economic opportunities for lower income persons.

m. **Service Area** - total geographic area to be served by a sugbrant-funded activity, where at least 51 percent of the residents are low and moderate income persons. A service area will encompass all beneficiaries who are reasonably served or would be reasonably served by an activity.

32. An applicant may propose activities in other eligible jurisdictions as long as the applicant includes an executed Interlocal Agreement with their application which:
    i. Includes as parties all local governments whose jurisdictions are included in the project and/or service area(s);
    ii. Authorizes the applicant to undertake the activities in all jurisdictions included in the interlocal agreement; and
    iii. *Affirms that all activities are consistent with each local government's comprehensive* plan and provides documentation which includes applicable excerpts of each local government's comprehensive plan in the supporting documentation section of the application

33. When two jurisdictions apply for funding for a joint project supported by two subgrants, an interlocal agreement must be included in each application that indicates that the jurisdictions have agreed upon a service area, how the funding under each subgrant will be expended, and evidence that each subgrant will meet the LMI national objective.

34. Documenting LMI Benefit and National Objective:

    a. HUD Census Data – LMI benefit may be documented by using HUD-provided Census Data where the service area geographically corresponds with block groups, census tracts, or local government geographical limits. A sample-based survey of the beneficiaries must utilize the "Income Verification Form," Form 28.06, which must correspond with the random sampling requirements established by HUD in Notice CPD-05-06, as effective on 5-23-06.
        i. The survey process must verify eligibility of any proposed direct benefit activities; certify the number of projected very low, low and moderate income households and beneficiaries, and the total number of beneficiaries.

ii. Where the sample-based survey results substantially overstate the proportion of persons with low or moderate income in a service area, the Department will require the local government to provide supporting evidence which substantiates the survey data. If the survey results are found to be inaccurate, the application shall be rejected.

iii. For surveys of service areas under 50 households, all households must be surveyed. Any non-responding household must be assumed to be above low and moderate income. The number of household members for non-responding households may be verified through third parties.

iv. For activities where hookups or connections are required for beneficiary access to the public improvement, low and moderate income benefit shall be determined by the number of low and moderate income persons in households connected to and able to use the water, sewer or there infrastructure at the time of administrative closeout.

35. The applicant shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead-Based Paint pursuant to 24 C.F.R. 570.487, 24 C.F.R. Part 35, and Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4822 et seq.). The applicant is required to:

a. Prohibit use of lead-based paint;
b. Notify potential beneficiaries of the hazards of lead-based paint;
c. Inspect properties prior to initiating rehabilitation to determine if lead-based paint is present;
d. Take any necessary actions to ensure the protection of workers and occupants during abatement;
e. Ensure that proper cleanup and disposal procedures are used; and
f. Retain records of enforcement and monitoring for at least three years.

36. At the time of submission of the closeout report, the local government must have available documentation which verifies its certification that all construction has been completed, inspected and approved by all parties prior to the subgrant agreement end date and submission of the administrative closeout. Upon completion of the activities contained in the local government's Disaster Recovery CDBG subgrant agreement, including any amendments, the local government shall submit to the Department a closeout which, at a minimum, gives the final statement of costs, certifies that the project and all non-administrative activities are completed and accepted, that all costs except those reflected on the closeout, and reflected on an enclosed final request for funds, and reports demographics of the program's beneficiaries.

37. Liquidated damages, rebates, refunds, or any other "non-program income" funds received shall be used to conduct additional eligible CDBG activities or returned to the Department. Additional direct and quantifiable costs (i.e., legal fees, court costs, engineering fees or administrative fees) generated by the incident creating the liquidated dames may be deducted from the total liquidated damages prior to undertaking additional activities or returning funds to the Department. Use of the funds for additional eligible Disaster Recovery CDBG activities must be preceded by an amendment to the contract detailing their use.

Grant Specific Special Conditions (If Applicable)

All Affordable Rental Housing (ARH) projects (along with any required back-up documentation, including, but not limited to; Project Narratives, Budgets, Housing Assistance Plans and Subrecipient Agreements) must be identified and submitted within 90 days of the final contract execution date.

In order to meet the State mandated 14% Affordable Rental Housing set-aside, at any time within the term of this Contract should Recipient be unable to utilize either a portion or all of their 14% Affordable Rental Housing set-aside amount, the Department reserves the right to reallocate the percentage amount unutilized to other Recipient(s).

If necessary, the Recipient shall retain sufficient administrative 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.

Prior to submission of this contract for execution, recipient shall attach hereto a finalized Budget and Scope of Work (Attachment "A"), provided by the Department which shall detail all line items for each service area.

ATTACHMENT K
SIGNATURE AUTHORIZATION FORM