

**CITY OF MARATHON
Request for Proposal**

Request for Proposal Bid No.: 2021-01

Issue Date: 2/4/2021

Due Date: 3/4/2021 by 03:00pm

**Request for Proposal
Term Contract for Grants Management Services**

All interested parties are hereby notified that the City of is accepting sealed bids for a Term Contract for **“For Grants Management Services and Other Grant Sub-Contractual Needs Under CDBG-DR VHB DEO Grant Agreement I0094.”**

The City is seeking qualified bidders through a Request for Proposals (RFP) process to provide a very broad range of serves in furtherance of our responsibilities under the City’s **Community Development Block Grant-Disaster Recovery Voluntary Home Buyout Programs (CDBG-DR VHBP)** grant and to acquire qualifying vulnerable properties under the grant.

The City will plan to interact with Applicants obtained under the grant throughout the project acting as part of the project administration, including providing public outreach concerning the project, seeking potential new Applicants, and making phone calls to current Applicants. The City will provide support in Applicant certification and in the review for Duplication of Benefits. The city will act as the known local resource for Applicant information and questions about the project.

The City is seeking consulting services to manage the City’s CDBG-DR VHB grant and to provide additional services in the areas noted below. It is anticipated that the successful Proposal and firm will manage the grant administration and provide necessary services as subcontract.

To be eligible for award, the Bidder must submit a completed bid package and be able to document that it has 1) at least two years of experience in administering and carrying out the requirements of the CDBG-DR VHBP; 2) knowledge and experience in DEO, HUD, and CDBG-DR public assistance reimbursement procedures; and 3) has provided services similar to those required to at least one jurisdiction with a population of approximately 10,000.

RFP documents may be examined at **City Hall, 9805 Overseas Highway Marathon, Florida 33050** and copies may be obtained for a fee. Bid documents may also be examined online at www.demandstar.com. **All bids must be submitted in sealed envelopes to the City Clerk on or before March 4, 2021 at 03:00 PM local time. Any bids received after 03:00 PM on said date will not be accepted and will be returned unopened.** Envelopes must be clearly marked **“BID FOR GRANTS MANAGEMENT SERVICES”**. Bids submitted will be opened publicly and read aloud at this time in the City Hall Chambers located at 9805 Overseas Highway Marathon, Florida, on the same date. The City assumes no responsibility for bids not properly marked. Prospective Bidders shall not contact or otherwise communicate with City staff or City officials except as set forth in Instructions to Bidders.

Please be advised that due to the City of Marathon’s location, many delivery services do not

deliver packages prior to 3:00 p.m. It shall be the Contractor's sole responsibility to ensure delivery prior to date and time above.

Further information may be obtained at cityofmarathon@ci.marathon.fl.us.

RFP SCHEDULE

The following schedule is the PROPOSED schedule for evaluations. The City reserves the right to alter dates as needed.

Advertising.....February 11, 2021
Deadline for Proposal Questions.....March 1, 2021
Proposal Due Date.....March 4, 2021 – 03:00 pm
Evaluation Committee Meeting.....March 8, 2021
City Council Meeting.....April 13, 2021

EVALUATION CRITERIA

The proposals received will be evaluated based on the following criteria:

<u>CRITERIA</u>	<u>WEIGHT</u>
Experience on Similar Projects	(20 points)
Qualifications and Abilities of Professional Personnel and Company/Firm/Key Principal Qualifications and Capabilities	(20 points)
Client References for Similar Projects	(25 points)
Cost/Fee Proposal	(35 points)
TOTAL	100 points

SELECTION PROCEDURE

The proposals received will be evaluated by qualified personnel of the City. The Evaluation Committee shall be responsible for evaluating the qualifications and capabilities of proposers who have submitted proposals in response to the request for proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including F.S. 119. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Evaluation Committee shall review the Proposals and prepare by consensus a recommendation of award to the firm or firms it deems to be most qualified and capable to perform the required services.

The Evaluation Committee, at its discretion, may request oral, written or visual presentations from; conduct interviews with; or conduct visits to the office, facilities or projects of the Proposers it selects from among those submitting Proposals.

If the Evaluation Committee decides to entertain presentations or conduct interviews at a subsequent meeting, it shall set the date, place and time for that meeting, then establish the order of presentations or interview before adjourning. City Clerk's office shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

If no oral presentations or interviews are requested, the Evaluation Committee selection shall be based on its review and evaluation of qualified firms at its initial Committee meeting.

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

Additionally, the Evaluation committee shall take all affirmative steps as identified in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, which includes: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

At the conclusion of its evaluation, the Evaluation Committee shall report its recommendations and order of preference (final ranking) to the City Council.

PROPOSAL EVALUATION

The City of Marathon shall be the judge of its own best interests, the proposals, and the resulting Contract(s). An award may be made to the most responsive and responsible firm, or firms, whose proposal is determined to be the most advantageous to the City.

The City will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs similar to the governmental entities.

The City reserves the right to consider historic information and fact, whether gained from the Proposer's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.

It is the Proposer's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the Evaluation Committee.

Be advised that the CITY is prepared to make multiple awards if deemed appropriate considering anticipated workload or other factors. Proposers are advised that any award under this solicitation will be by separate bilateral contract and that such contracts will be non-exclusive.

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City of Marathon
Bid Package for
FOR GRANTS MANAGEMENT SERVICES AND OTHER GRANT SUB-CONTRACTUAL
NEEDS UNDER CDBG-DR VHB DEO GRANT AGREEMENT I0094

The City is seeking to a qualified bidder through a Request for Proposals process to provide a very broad range of serves in furtherance of our efforts to fulfill our responsibilities under the grant and to acquire qualifying vulnerable properties under the grant.

The City will plan to interact with Applicants throughout the project acting as part of the project administration, including providing public outreach concerning the project, seeking potential new Applicants, and making phone calls to current Applicants. The will may provide support in Applicant certification and in the review for Duplication of Benefits. The city will act as the known local resource for Applicant information and questions about the project.

The City is bid consulting services to manage the City’s CDBG-DR VHB grant and to provide additional services in the areas noted below. It is anticipated that the successful Proposal and firm will manage the grant administration and provide necessary services as subcontract services in the areas noted below.

SECTION 1 - REQUIRED BID SUBMITTALS
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The Bidder (the term “Bidder” and “Contractor” are used interchangeably herein) shall submit one (1) original and two (2) copies of the Bid. The Bid shall indicate whether the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity. All Bid submittals are required to include the following attachments:

TYPE	DOCUMENT NAME	CHECK BOX	CITY USE
PROPOSAL TABBED SECTIONS			
Tab 1	Cover page		
Tab 2	Table of Contents		
Tab 3	Letter of Transmittal		
Tab 4	Background, Experience, and Qualifications of Proposer		
Tab 5	Approach to Project		
Tab 6	References		
Tab 7	Fee Schedule		
Tab 8	ReIuired Forms		
REQUIRED FORMS			
Attachment A.	Bid Form		
Attachment B.	Bidder’s Qualifications Statement, 00301 which must provide list of personnel, by name and title, contemplated to perform the work, including subcontractors.		

Attachment C	O.S.H.A. Standards Acknowledgement Form, 00303.		
Attachment D.	Copy of appropriate State of Florida Business License		
Attachment E.	Acknowledgements of Addenda received by Bidder (if any).		
Attachment F.	Evidence of Insurability or Copy of Certificates of Insurance naming City of Marathon as additional insured.		
Attachment G.	Affidavit of Solvency.		
Attachment H.	Contractor's General Operations Plan.		
Attachment I.	Sample Contract Form acknowledgement.		
Attachment J.	Letter Regarding Experience.		
Attachment K.	Public Entity Crimes.		
Attachment L.	Equal Opportunity Report Statement.		
Attachment M.	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.		
Attachment N.	Drug-Free Workplace Certification.		
Attachment O.	E-Verify Statement.		
Attachment P.	Conflict of Interest.		
Attachment Q.	Non-Collusion Affidavit.		
Attachment R.	Dispute Disclosure.		
Attachment S.	Certification Regarding Lobbying.		
Attachment T.	Certification of Non-Segregated Facilities		
Attachment U.	No Contact Clause		
Attachment V.	Non-Collusion Certification		
Attachment W.	Indemnification and Hold Harmless		
Attachment X.	Federally Required Clauses		

Appendix 1. Sample Contract / Consultant Services Agreement

Appendix 2. DEO Grant Agreement I0094

SECTION 2 – INFORMATION TO BE SUBMITTED BY THE PROPOSED

1.0 Contents of Proposal. In order to simplify the review process and to obtain the maximum degree of comparability, interested firms are required to follow the proposal format provided below. Failure to submit all information as requested and in the order requested may result in a lowered evaluation score of the Response. Submittals shall be comprehensive yet brief. Emphasis should be placed on completeness and clarity. The Responses must include detailed information from Tab 1 through Tab 7 in its entirety.

TAB 1: Title Page

Show the RFP subject, the name of the proposer's firm, local address, telephone number, email address, name of the contact person, and the date.

TAB 2: Table of Contents

Proposer shall provide a table of contents, which corresponds to the response format outlined.

TAB 3: Letter of Transmittal

The Letter of transmittal is normally one or two pages and is usually tailored to fit individual preferences. It is summary or introductory in nature, but the City requests it provide, at a minimum, the following information:

- a. A brief understanding of the services to be performed.
- b. A positive commitment to perform the service within the time period specified.
- c. The names of persons authorized to represent the proposer, their title, address, email address, and telephone number.

TAB 4: Background, Experience and Qualifications of the Proposer

- a. The organization and size of the proposer, whether it is local, regional, national or international in operations.
- b. The location of the office from which the work is to be done and the number of professional staff by staff level employed at that office.
- c. A description of the range of activities performed by the office.
- d. An organizational chart showing the proposed project team, including biographies and/or resume and a description of the type of services or activities each project team member would perform if the proposer is awarded the contract. Identify the individual with final decision making responsibility related to the engagement.
- e. A statement on the project team's current workload and capability to perform the scope of services described in this RFP.
- f. Describe the consultant's CDBG Consultant experience and experience with other grant writing, management, and consultant work.
- g. If other sub-contractors are to participate in the consulting services, those subcontractors shall be required to provide all of the information described in this Tab 4.
- h. If the Proposer seeks to qualify for a Section 3 contracting preference, please include in this section a certification and supporting documentation establishing that the Proposer qualifies as a section 3 business concern as defined in 24 CFR §135.5.

TAB 5: Approach to Project

Describe the proposer's general approach to the services requested pursuant to this RFP. Include information indicating that the proposer has an understanding of the nature of the services requested and is prepared to perform.

Please also describe how the proposer, if selected, intends to satisfy the HUD Act of 1968 Section 3 requirement that employment, training, and contracting opportunities generated by certain HUD funding shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly recipients of federal housing assistance, and to businesses that substantially employ those persons.

TAB 6: References

Provide a list of references of at least three (3) clients for whom the proposer has performed similar work. Include the names, telephone numbers, and email addresses of contacts for each such reference provided.

TAB 7: Fee Schedule

Submit a fee schedule showing the proposed percentage of grant award amounts that would be paid to Consultant for services provided. The proposed percentage should represent the entire amount of the fee to be paid to Consultant for the services rendered pursuant to a particular grant, inclusive of all labor, materials, overhead, etc.

Additionally, please also provide an hourly rate schedule broken down by position for consultant services and an itemized list of all direct and indirect costs associated with the performance of this contract.

TAB 8: Required Forms

As identified above, Attach all required forms in full.

SECTION 3 - INSTRUCTIONS TO BIDDER

- 1.0 INTERPRETATION OF BIDDING DOCUMENTS: All inquiries, clarifications or questions related to the Bidding Documents shall be made in writing by e-mail to: cityofmarathon@ci.marathon.fl.us prior to end of business day on March 1, 2021. Interpretations or modifications of Bidding Documents made in any manner other than by written Addendum will not be binding. No oral interpretations or clarifications shall be binding.

- 2.0 The Bidder shall prepare Bids on the forms provided by the City of Marathon with all blanks on the Bid Form filled in by typewriter or written in ink. If the proposal is made by an individual, the Bidder's name and address of place of business shall be shown. If Bid is made by an entity, the name and address of the individual(s) authorized to bind the firm or partnership shall be shown. If Bid is made by a corporation, the individual executing the Bid shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. Anyone signing the Bid as agent shall include in the Bid legal evidence of his/her authority to do so.

- 3.0 **The Bid shall be enclosed in a sealed opaque envelope, addressed to Attn: Diane Clavier, City of Marathon, City Clerk. The envelope shall be further identified with the Project name and number, the Bidder's name and address, and the words:**

“BID FOR GRANTS MANAGEMENT SERVICES .”

- 4.0 Bidder is advised that delivery services may not be timely. It shall be the Bidders sole responsibility to ensure delivery prior to the required date and time.

- 5.0 The Bidder subcontractors, as may be necessary, shall be registered as a Contractor with the City of Marathon's Building Department within ten (10) days following Notice of Award by City of Marathon.

- 6.0 The Bidders may be disqualified and their Bids rejected for any of the following reasons:
 - 6.1 The bid is not responsive.
 - 6.2 There is reason to believe that collusion exists among Bidders.
 - 6.3 Determination of lack of responsibility or competency as may be revealed by qualification statements, financial statements, experience records or other questionnaires.
 - 6.4 The Bidder's uncompleted work load which in the judgment of the City of Marathon may cause detrimental impact on prompt completion of this Project.
 - 6.5 The Bidder is or has been involved in any litigation against the City of Marathon.
 - 6.6 The Bidder has defaulted on any previous contract, or is in arrears on any existing contract on any public or private matters.
 - 6.7 The submittal of more than one bid from an individual, firm, partnership, corporation or association under the same or different names.
 - 6.8 The Bidder's previous work with the CITY OF MARATHON has resulted in claims from third parties and or subcontractors.

- 7.0 It shall be a requirement of this bid that there are no related party transactions between the bidder and any employee, agent or contractor of the City of Marathon. Any Bidder who is a related party, as noted herein, will be considered nonresponsive and the proposal and the bid bond will be immediately returned. A Bidder will be considered a related party if the Bidder has an ownership interest or is in any way related to an employee, agent, consultant or contractor, and can influence the management or operating policy of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.
- 8.0 PUBLIC ENTITY CRIMES ACT - In accordance with the Public Entity Crimes Act, (Section 287 .133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City of Marathon, 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 or real property to the City of Marathon, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the City of Marathon in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.
- 9.0 LICENSES: The Bidder shall provide a copy of business certificate from State of Florida, all licenses and certifications as may be appropriate, and appropriate state of Florida contractor's license to perform work.
- 10.0 BUY AMERICAN ACT: The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C. 5206 – extended until 2023).
- 11.0 SUBCONTRACTORS: The Contractor shall use competitive bidding procedures as outlined in 2 C.F.R. Part 200.319 through 200.326 and Appendix II.
- 12.0 SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS: Efforts are required to be made to ensure fairness in bidding and sub-contracting procedures with small business, women's business enterprises and minority-owned firms, pursuant to federal and state law as outlined in 2 C.F.R. Part 200.321 and most follow the six affirmative steps.
- 13.0 DEBARMENT AND SUSPECTION (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 14.0 FEDERAL COMPLIANCE REGULATIONS: Federal regulations apply to all of the City of Marathon contracts using Federal funds as a source for the solicitation of goods and services. Successful proposers must comply with the following Federal requirements as they apply to:

- 14.1 ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL: The Contractor shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- 14.2 CLEAN AIR AND WATER ACTS: The Contractor shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), (Contracts and/or subcontracts, and sub grants of amounts in excess of \$150,00.00). The contractor must report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA and the Environmental Protection Agency Regional Office. The contractor must include these requirements with any subcontractor.
- 14.3 CONTRACT WORK HOURS AND SAFETY STANDARDS: The Contractor shall comply with 40 U.S.C. §§ 3702 and 3704 as supplemented by Department of Labor regulations (29 CFR Part 5) due to contract award being in excess of \$100,000 that involve the employment of mechanics or laborers.
- 14.3.1 (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 14.3.2 (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 14.3.3 (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same

prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

14.3.4 (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

- 14.4 COPELAND ANTI-KICKBACK ACT: The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction repair).
- 14.5 SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: The contractor agrees to ensure that it takes all necessary six (6) steps identified in 2 CFR 200.321 to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- 14.6 ENERGY POLICY AND CONSERVATION ACT: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- 14.7 EQUAL EMPLOYMENT OPPORTUNITY: The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60).
- 14.8 REPORTING:
Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial status Report (SF 269) or outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.
Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee’s and FEMA’s records, and close grant in writing.
- 14.9 RETENTION OF ALL RECORDS: The Contractor is required to retain all records in accordance to the State of Florida Records Retention Schedule GS1-SL.
- 14.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of

any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

14.11 DEBARMENT AND SUSPENSION: The contractor is subject to the debarment and suspension regulations implementing Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). A contract will not and cannot be made to parties listed in the SAM (System for Award Management) exclusions. SAM exclusions is the list maintained by the General Services Administration that contains the names of parties, debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

14.11.1 The bidder/contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

14.11.2 The bidder/contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

14.11.3 This certification is a material representation of fact relied upon by City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

14.11.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15.0 INSURANCE/EVIDENCE OF INSURABILITY: If awarded a Contract, Bidder shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as specified below, naming the City of Marathon as an additional insured, underwritten by a firm qualified to do business in the State of Florida. Each certificate shall include a thirty-day advance notice of cancellation provision in favor of the City of Marathon.

15.1 Comprehensive general liability insurance with limits of liability of not less than \$2,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

15.2 Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

- 15.3 Employer's Liability Insurance shall be provided at the statutory coverage amount with a minimum of \$1,000,000.00 per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
- 15.4 Contractor's Liability Insurance shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. General Aggregate (except products - completed operations) in the amount of \$1,000,000. Each Occurrence (Bodily injury and Property Damage Combined) in the amount of \$1,000,000.
- 15.5 Business Automobile Liability with minimum limits of \$2,000,000.00 per person, per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability each. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned Vehicles, Hired and Non-Owned Vehicles and Employers' Non-Ownership.
- 16.0 GOVERNING LAWS AND REGULATIONS: Bidders shall be familiar with all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect the Work.
- 17.0 MODIFICATION AND WITHDRAWAL OF BID: Prior to the date and time of bid opening, a Bidder may withdraw his Bid at any time. After the bid opening, no Bid may be withdrawn, canceled or modified.
- 18.0 OPENING OF BIDS: Bids submitted will be opened publicly and read aloud at the time and place stated in the Request for Proposal. The City of Marathon will review all Bids for responsiveness. Any non-responsive bids will be rejected.
- 19.0 AWARD OF CONTRACT: The City of Marathon will award a Contract to the Bidder based on the criteria identified above in the Evaluation, Selection procedure, and Proposal Evaluation sections. In no case will the award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the CITY OF MARATHON is satisfied that the Bidders are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work within the specified timeframes.
- 20.0 If the CITY OF MARATHON accepts a Bid, the CITY OF MARATHON will provide a written notice of the award. Bidder will be required to execute the Sample Contract provided in the Bidding Documents and submit all requested certificates of insurance, as required in the Contract Documents.
- 21.0 Until final award of Contract, the CITY OF MARATHON reserves the right to reject any and all Bids, with or without cause; to waive any informality or irregularity; or to accept the Bid which is in the best interest of the City of Marathon.

SECTION 4 - SCOPE OF SERVICES

1. SCOPE OF CONTRACTED SERVICES

The City will plan to interact with Applicants throughout the project acting as part of the project administration, including providing public outreach concerning the project, seeking potential new Applicants, and making phone calls to current Applicants. The will may provide support in Applicant certification and in the review for Duplication of Benefits. The city will act as the known local resource for Applicant information and questions about the project.

The City is bidding consulting services in the areas noted in the following. This is a process that will typically require approximately seventy-five (75) days – Forty-five (45) days to place and receive a Request For Bids and thirty (30) days to review, approve, and contract with successful bidders.

- Grant Administration
 - The City is seeking professional services for grant administration. The successful bidder will be familiar with the Florida Keys, have a solid reputation in grant administration, and a detailed knowledge of both the CDBG-DR and Voluntary Home Buyout Programs. In addition to grants management, the successful bidder will be qualified under both state and federal HUD guidelines to review and qualify Applicants and to carry out a review for Duplication of Benefits
- Inspection Services – FEMA / Florida Building Code
 - The City is seeking professional services for damage assessment to residential structural integrity and potential cost of repair. The Successful bidder will be intimately familiar with the cost of construction, cost of structural repair, and the value of structures and property in the Florida Keys. The successful bidder will have certifications in construction estimating.
- Survey Work
 - The City is seeking professional land surveying services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such information will be utilized to determine the precise boundaries of Applicant properties and to provide such information to the City’s legal staff and consultants.
- Real Estate Property Appraiser Work
 - The City is seeking professional residential appraisal services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such information will be utilized to determine the precise value of Applicant properties and to provide such information to the City’s legal staff and consultants.
- Environmental Review
 - The City is seeking professional environmental services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such services will include carrying out Phase 1 assessments, the potential locations of historical resources or tribal lands, and assessment of habitat where present.
- Legal

- The City is seeking professional legal services for title work, real estate transactions, and development of conservation easements in the Florida Keys. An intimate knowledge of Florida Keys Real Estate markets will be beneficial.
- Demolition
 - The City is seeking professional structure demolition services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. The successful bidder will demonstrate the availability of necessary equipment, professional staffing, and the ability to appropriately dispose of demolition material.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of the Contract or meeting the approval of the City of Marathon may be rejected. Replacements and/or re-work, as required, will be accomplished on a timely basis at no additional cost to the City of Marathon.

2.2 BID FORM - Cost of Services:

The Contractor shall submit Attachment A providing a Bid on the Bid Form in these Bidding Documents. The Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon execution of the Contract, payments will be made based on a unit price basis as specified in the Sample Contract in the Bidding Documents.

Unknown and/or unforeseen events or conditions may require an additional line item to the costs given in Attachment "A" or "B", of the Bidding Documents. Any amendments, extensions or changes to the scope of contracted services are subject to full negotiations between the Contractor and the City of Marathon and approval by formal action as deemed necessary by the City of Marathon.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Contract.

3. STANDARDS OF PERFORMANCE

3.1 Contractor Representative and General Operations Plan:

The Contractor shall have a knowledgeable and responsible representative report to the City of Marathon and provide a copy of final Contractor's General Operations Plan within ten (10) days following the execution of the Contract. The City of Marathon will approve the General Operations Plan prior to its implementation within the City of Marathon. The Contractor's Representative shall have the authority to implement all actions required to

begin the performance of contracted services as set forth in the Contract and the Contractor's General Operations Plan.

4. **GENERAL RESPONSIBILITIES**

4.1 Other Agreements:

The City of Marathon has entered into agreements with Federal and/or State agencies for this project. The Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. City of Marathon will provide the Contractor with a copy of any applicable agreements.

4.2 The City of Marathon's Obligations:

The City of Marathon shall furnish all information and documents necessary for the commencement of contracted services, including a written Work Authorization.

4.3 Contractor's Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

4.4 Supervision by Contractor:

The Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. The Contractor is solely responsible for all means, methods, techniques, safety and other procedures. The Contractor will employ and maintain a qualified Contractor's Representative as project manager at the work site(s) who shall have full authority to act on behalf of the Contractor. All communications given to the Contractor's Representative by the City of Marathon shall be as binding as if given to the Contractor.

4.5 Self-sufficiency of Contractor and Subcontractors:

The Contractor shall ensure that its work force, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community, and at no additional cost to the City.

4.6 Damages by Contractor:

The Contractor shall be responsible for conducting all operations, whether contemplated by the Contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The Contractor shall also be responsible for any damages resulting from its employees and subcontractors operations. The Contractor must report such damage to the City of Marathon in writing within 24 hours. Should any property be damaged as a result of the Contractor's operation, the City of Marathon may either bill the Contractor for the

damages, withhold funds due to the Contractor, or the Contractor may also repair all damage to the satisfaction of the City of Marathon.

5. **GENERAL TERMS AND CONDITIONS**

5.1 Clean as you go Policy:

As it relates to demolition, the Contractor shall provide a “clean as you go” policy and supervise and enforce such policy during demolition operations.

5.2 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City of Marathon. Should operation of equipment be required outside of the public ROW, the Contractor will ensure that a ROE agreement has been obtained prior to property entry.

5.3 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

5.4 Work Days/Hours:

As it relates to demolition activities, work days and/or work hours shall be as directed by the City of Marathon following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the City of Marathon.

5.5 Hazardous and Industrial Wastes:

As it relates to demolition activities and if necessary, and upon the pre-authorization of the City of Marathon, the Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during demolition operations for collection and disposal. Prior to such actions, the Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by the City of Marathon. In accord with this plan, the Contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City of Marathon.

5.8 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the City of Marathon and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

5.9 Inspection of Contractor Operations:

All demolition debris shall be subject to inspection by the City of Marathon and other public authorities to ensure compliance with the Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of construction and demolition professionals. The City of Marathon will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

5.10 Corrective Actions Required of Contractor

When instructed by the City of Marathon's Representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of the Contract, as determined by the City of Marathon in its sole discretion, and notify the City of Marathon within 24 hours.

5.11 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City of Marathon that such actions are eligible for state and/or Federal reimbursement.

5.12 Other Agencies:

The term "government" as used in the Contract refers to those governmental agencies which may have a regulatory or funding interest in the Contract.

5.13 TERMINATION FOR CONVENIENCE AND CAUSE: This Contract may be terminated by the CITY upon thirty (30) days advance written notice to the CONTRACTOR at the primary business address as designated on the signature page herein; however, if any work or service hereunder is in progress but not completed as of the date of termination, then this Contract may be extended upon written approval from the CITY until said work or services are completed and accepted by the CITY. In the event this Contract is terminated or cancelled upon the request and for the convenience of the CITY with such thirty (30) day advance written notice, the CITY shall reimburse the CONTRACTOR for actual work satisfactorily completed. In the event of a material breach, default, or negligence on the part of the CONTRACTOR, or any other articulable cause, the CITY reserves the right to terminate the Contract by issuing a written notice to the CONTRACTOR which shall take effect immediately or at a time directed by the CITY. At the CITY's discretion, a cure period may

or may not be afforded CONTRACTOR. Any termination costs, including demobilization of equipment and personnel, shall be incurred and paid by the CONTRACTOR. In such case, the CONTRACTOR shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

- 5:17 REMEDIES: Any Agreement or Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement shall be in a State Court of competent jurisdiction located in Monroe County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 5:18 PUBLIC RECORDS: Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (1) Keep and maintain public records required by the City to perform the service.
 - (2) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
 - (4) Upon completion of this Agreement, transfer, at no cost, to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon the completion of this agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 305-289-5020, cityofmarathon@ci.marathon.fl.us, OR BY MAIL AT CITY CLERK, CITY OF MARATHON, 9805 OVERSEAS HIGHWAY, MARATHON, FLORIDA 33050

- 5:19 ACCESS TO RECORDS: The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

6. **REPORTS.**

6.1 Reports:

The Contractor shall submit periodic, written reports in a format required by the City of Marathon documenting the progress of the projects with respect to all elements of the project, from grant administration to site demolition. Such reports will be in consideration and in compliance with the City's responsibilities under its DEO grant – **“Grants Management Services and Other Grant Sub-Contractual Needs Under CDBG-DR VHB DEO Grant Agreement I0094.”** These reports may include, but are not limited to:

SECTION 5 - ATTACHMENTS

The following attachments must be returned to City of Marathon by Bidder.

**ATTACHMENT A
FOR GRANTS MANAGEMENT SERVICES AND OTHER GRANT SUB-
CONTRACTUAL NEEDS UNDER CDBG-DR VHB DEO GRANT AGREEMENT
I0094
BID FORM**

Bid costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the City of Marathon, personnel training and certification.

The City is seeking consulting services to manage the City’s CDBG-DR VHB grant and to provide additional services in the areas noted below. It is anticipated that the successful Proposal and firm will manage the grant administration and provide necessary services as subcontract services in the areas noted below.

BID FROM:

Company: _____

Address: _____

Phone/ Fax: _____

to furnish all administrative services, grants management, professional services, equipment and labor and to perform all work in accordance with the Contract Documents for completion of:

Grants Management Services, Project No. _____, located at various locations within the CITY OF MARATHON, Florida.

To: CITY OF MARATHON
ATTN: City Clerk
**9805 Overseas Highway
Marathon, Florida 33050**

- 1.0 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with CITY OF MARATHON in substantially the form as the Sample Contract included in the Bidding Documents to perform all Work and any Additional Services as specified or indicated in the Bidding Documents at the unit prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.0 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for **90** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the CITY OF MARATHON.
- 3.0 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work..

E. Bidder has given the City of Marathon written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City of Marathon is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.0 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City of Marathon.

5.0 Bidder acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual services provided, determined as provided in the Contract Documents.

6.0 Bidder acknowledges that all unit costs include any necessary insurance and bonds.

CONFIRMATION SIGNATURE OF UNIT PRICE BID INFORMATION

Name of Bidder	Signature of Bidder
Title	

7.0 Bidder's Information:

The BIDDER states that he is an experienced CONTRACTOR and has completed similar Work within the last five years. This information has been provided on Attachment B, Contractor's Qualifications Statement.

8.0 Bidder accepts the provisions of the Sample Contract.

9.0 The Bidder is familiar with the terms used in this Bid and the meanings indicated.

BID SUBMITTED on _____, 20 _____.

State Contractor License No. _____ (If applicable)

License Type: _____

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____(SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

**ATTACHMENT B
DOCUMENT 00301**

CONTRACTOR'S QUALIFICATIONS STATEMENT

**THIS FORM MUST BE SUBMITTED WITH
BID FOR BID TO BE DEEMED RESPONSIVE.**

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

2. The address of the principal place of business is:

3. Company telephone number, fax number and e-mail addresses:

4. Number of employees:

5. Number of employees assigned to this project:

6. Company Identification numbers for the Internal Revenue Service:

7. Provide Occupational License Number (and County), if applicable, and expiration date:

8. How many years has your organization been in business? Does your organization have a specialty?

9. What is the last project of this nature or magnitude that you have completed?
Please provide project description, reference and cost of work completed.

10. Have you ever failed to complete any work awarded to you? If so, where and why?

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have previously performed work:

11.1.

Name

Address

Telephone No.

11.2.

Name

Address _____

Telephone No. _____

11.3.

Name

Address _____

Telephone No. _____

12. List the following information concerning all contracts in progress as of the date of submission of this bid. (In event of co-venture, list the information for all co-ventures.)

Name of Project	Owner	Value	Contracted Completion Date	% of Completion to Date

(Continue list on insert sheet, if necessary.)

13. Has the Bidder or Representative inspected the proposed project site and does the Bidder have a complete plan for performance of disaster response services?

14. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

Sub-Contractor Name	Address	Work to be Performed

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City of Marathon Manager. However, contractor is still expected to implement the affirmative steps identified in 2 CFR 200.321 as to subcontractors and must request amendment to the subcontractor(s) list in order to adhere to 2 CFR 200.321.

15. What equipment do you own (or your subcontractors) that is available for the work?

16. What equipment will you (or your subcontractors) purchase for the proposed work?

17. What equipment will you (or your subcontractors) rent for the proposed work?

18. State the **name of your proposed project manager** and give details of his or her qualifications and experience in managing similar work.

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

19.1. The correct name of the Bidder is:

19.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

19.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

SUBMITTED BY:

SIGNATURE

PRINT NAME/TITLE

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this ___ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Signature of person taking acknowledgment)

**ATTACHMENT C
DOCUMENT 00303**

**ACKNOWLEDGEMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO CITY OF MARATHON

Contractor's Name: _____

hereby acknowledge and agree that I/We have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY OF MARATHON, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY OF MARATHON, its officers, agents, employees, and consultants may incur due to failure to comply with such act.

ATTEST

CONTRACTOR NAME

ATTEST

By: _____

Title

DATE

ATTACHMENT D
COPY OF STATE OF FLORIDA BUSINESS LICENSE; CORPORATE FILINGS; OR
ARTICLES OF INCORPORATION AS
REQUIRED BY THE SECRETARY OF STATE, FLORIDA.

ATTACHMENT E
PROVIDE COPIES OF ACKNOWLEDGEMENTS OF ADDENDA RECEIVED.

ATTACHMENT F
PROVIDE EVIDENCE OF INSURABILITY / COPY OF CERTIFICATES OF
INSURANCE

**ATTACHMENT G
AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF _____, being of lawful age
(Respondent Name)

and being duly sworn, I _____, as _____
(Name of Representative) (Title of Rep)

hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated, and not individually, as of this _____ day of _____, 2021

Signature of Affiant

State of _____

County of _____

Subscribed and sworn to before me this _____, day of _____, 2021, by _____
who is personally known to me or who has produced _____ as
identification.

Notary Public

My commission expires: _____

**ATTACHMENT H
PROVIDE COPY OF BIDDERS MANAGEMENT PLAN
FOR GRANTS MANAGEMENT SERVICES AND OTHER GRANT SUB-CONTRACTUAL
NEEDS UNDER CDBG-DR VHB DEO GRANT AGREEMENT I0094**

ATTACHMENT I
PROVIDE ACKNOWLEDGEMENT LETTER REGARDING SAMPLE CONTRACT

ATTACHMENT J
PROVIDE LETTER REGARDING EXPERIENCE

Provide documentation of the following:

1. At least two years of experience in conducting disaster recovery logistical support and debris removal operations;
2. Knowledge and experience in FEMA public assistance reimbursement procedures; and
3. Has provided services similar to those required to at least one jurisdiction with a population of 10,000.

**ATTACHMENT K
PUBLIC ENTITY CRIMES STATEMENT**

CITY OF MARATHON, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for_____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is_____(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number:_____.)
3. My name is_____and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another

person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature of Affiant

State of _____

County of _____

Subscribed and sworn to before me this _____, day of _____, 2021, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires: _____

ATTACHMENT L EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor.

The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT M
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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 for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Marathon.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT N
DRUG FREE WORKPLACE CERTIFICATION

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

**ATTACHMENT O
E-VERIFY STATEMENT**

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

**ATTACHMENT P
CONFLICT OF INTEREST**

This sworn statement is submitted with Bid, Proposal or Contract for_____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is_____(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number:_____.)

My name is_____and my relationship to the entity named above is_____.

1. The above named entity is submitting a Proposal for the City of Marathon RFP# _____ described as (Debris Response Services).
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Marathon.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Marathon.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Marathon.

Signature of Affiant

State of _____
County of _____

Subscribed and sworn to before me this _____, day of _____, 2021, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires: _____

**ATTACHMENT Q
NON-COLLUSION AFFIDAVIT**

This sworn statement is submitted with Bid, Proposal or Contract for _____.

This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number:_____.)

My name is _____ and my relationship to the entity named above is _____.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Marathon, Florida or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature of Affiant

State of _____

County of _____

Subscribed and sworn to before me this _____, day of _____, 2021, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires: _____

**ATTACHMENT R
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five years?

YES____NO____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO_____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of M

Firm

Date

Authorized Signature

Printed or Typed Name and Title

ATTACHMENT S
CERTIFICATION REGARDING LOBBYING
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**ATTACHMENT T
CERTIFICATION OF NONSEGREGATED FACILITIES**

The Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

**ATTACHMENT U
NO CONTACT CLAUSE**

The City prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the City Commission.

The period commences when the procurement document is received by the City and terminates when the City Commission approves an award.

Except as provided in the RFP, respondents are prohibited from contacting or lobbying the City, City Commissioners, City Staff, or any other person authorized on behalf of the City related or involved with the solicitation. All inquiries with respect to the RFP may only be submitted to the designated individual described in the RFP.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

Signature of Affiant

State of _____
County of _____

Subscribed and sworn to before me this _____, day of _____, 2021, by _____
_____ who is personally known to me or who has produced _____ as
identification.

Notary Public

**ATTACHMENT V
INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT W
FEDERALLY REEQUIRED CONTRACT CLAUSES

Execute the acknowledgement set forth below representing you have reviewed the attached mandatory contract clauses that shall be required for proper submittal of all proposals and included language in all agreements:

I, _____, as authorized representative on behalf, _____
(Consultant) submitting this proposal in response to the City of Apalachicola's RFP _____, herein acknowledge, consent to and accept the following mandatory contract clauses in any consulting services agreement to be entered into between Consultant and the City.

(SEE ATTACHED REQUIRED CONTRACT CLAUSES)

1. Equal Employment Opportunity.

a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

b. If this contract is in excess of \$10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

a. This section applies to all construction contracts in excess of \$2,000.

b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141- 144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.

c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

a. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

b. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12

4. Contract Work Hours and Safety Standards Act.

a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

f. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

5. Compliance with Clean Air Act.

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

6. Compliance with Federal Water Pollution Control Act.

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

7. Debarment and Suspension.

a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract

that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official
Date

9. Procurement of Recovered Materials.

a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired-

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

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

b. The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

e. The contractor will certify that any vacant employment positions, including training positions,

that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.

g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply with all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

14. Utilization of Minority and Women Firms (M/WBE).

The contractor must take all necessary affirmative steps to assure that minority businesses,

women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity) Florida
Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

**SECTION 00500
GRANTS MANAGEMENT CONTRACT**

**Grants Management Services and Other Grant Sub-Contractual Needs Under CDBG-DR VHB
DEO Grant Agreement I0094**

This Contract (the “Contract”) is dated as of the _____ day of _____ 2021 by and between the City of Marathon (hereinafter called the “CITY”) and _____ (hereinafter called “CONTRACTOR”) located at: _____.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following:

- Grant Administration
 - The CONTRACTOR will provide professional services for grant administration. The successful bidder will be familiar with the Florida Keys, have a solid reputation in grant administration, and a detailed knowledge of both the CDBG-DR and Voluntary Home Buyout Programs. In addition to grants management, the successful bidder will be qualified under both state and federal HUD guidelines to review and qualify Applicants and to carry out a review for Duplication of Benefits
- Inspection Services – FEMA / Florida Building Code
 - The CONTRACTOR will provide professional services for damage assessment to residential structural integrity and potential cost of repair. The Successful bidder will be intimately familiar with the cost of construction, cost of structural repair, and the value of structures and property in the Florida Keys. The successful bidder will have certifications in construction estimating.
- Survey Work
 - The CONTRACTOR will provide professional land surveying services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such information will be utilized to determine the precise boundaries of Applicant properties and to provide such information to the City’s legal staff and consultants.
- Real Estate Property Appraiser Work
 - The CONTRACTOR will provide professional residential appraisal services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such information will be utilized to determine

the precise value of Applicant properties and to provide such information to the City's legal staff and consultants.

- Environmental Review
 - The CONTRACTOR will provide professional environmental services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such services will include carrying out Phase 1 assessments, the potential locations of historical resources or tribal lands, and assessment of habitat where present.
- Legal
 - The CONTRACTOR will provide professional legal services for title work, real estate transactions, and development of conservation easements in the Florida Keys. An intimate knowledge of Florida Keys Real Estate markets will be beneficial.
- Demolition
 - The CONTRACTOR will provide professional structure demolition services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. The successful bidder will demonstrate the availability of necessary equipment, professional staffing, and the ability to appropriately dispose of demolition material.

1.1 CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

1.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Brian Shea, Director of Planning, 9805 Overseas Highway, Marathon Florida 33050.

ARTICLE 2. TERM

2.1 Contract Term. The Work shall be substantially completed within _____ () calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and fully completed and ready for final payment in accordance with the Contract Documents within _____ () calendar days after the date specified in the Notice to Proceed ("Final Completion").

2.2 Contract Time. The Contract Term shall not commence until the CITY issues to CONTRACTOR a Notice to Proceed and the term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00700 – General Conditions, Article 14, Payments to Contractor and Completion.

2.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00700 – General Conditions, Article 12, Contractor's General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

2.4 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by CITY if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages to compensate the City and not as a penalty for delay or as an incentive to complete on time, CONTRACTOR shall pay CITY **(insert amount of liquidated damages here)** for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Substantial Completion, if CONTRACTOR fails to fully complete the Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY **(insert amount of liquidated damages here that is less than the liquidated damages amount above)** for each calendar day that expires after the time specified in Section 3.1 for full completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified in the Contract Documents bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City's reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.

2.5 Should the Substantial Completion and/or Full/Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the CITY including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.

2.6 Monies due to the CITY under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged, the CONTRACTOR shall be liable for said amount.

ARTICLE 3. CONTRACT PRICE

3.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.

3.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form attached hereto as **Exhibit "A."** Estimated quantities are not guaranteed, and determination of actual quantities and classification are to be made by ENGINEER as provided in the Contract Documents.

3.2 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

ARTICLE 4. PAYMENT PROCEDURES

4.1 CONTRACTOR shall submit Applications for Payment in accordance with the Section 0700 - General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.

4.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

4.2.1 No progress payment shall be made until CONTRACTOR delivers to the CITY **certified copies of the performance bond and payment bond establishing that the bonds have been recorded with the county clerk**, complete original partial releases of all liens, bond claims, and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien, bond claim, or claim could be filed for work completed to date.

4.2.2 No progress payment shall be made until **CONTRACTOR** delivers to **CITY** complete original partial releases and waivers of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating receipt of partial payment due each for work performed since last progress payment. The partial release shall be accompanied by an affidavit stating that, so far as **CONTRACTOR** has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date. The form of the partial release and waiver of lien and affidavit specified herein shall be approved by the CITY.

4.3 The CONTRACTOR agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in Section 0700 - General Conditions, Article 14, Payments to Contractor and Completion.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

4.4 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

4.5 The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the City complete original final releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to City to defend and indemnify City and any other property owner, person or entity City may be required to indemnify against any lien or claim.

ARTICLE 5. INSURANCE/INDEMNIFICATION.

5.1 Insurance. The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

5.2 Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

5.3 To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

5.4 This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including “technical data.”

6.2 CONTRACTOR has visited the representative sites and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work, including the City’s Grant Agreement with DEO I0094..

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

6.5 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, and reports identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.6 The CONTRACTOR has given the CITY’S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY’S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.7 The CONTRACTOR warrants the following:

6.7.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

6.7.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to declare contractor in default, and/or annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

6.7.3 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

6.7.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Document 00200, Section 7.5, of the Instructions to Bidders.

ARTICLE 7. CONTRACT DOCUMENTS.

7.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

7.1.1 Change Orders.

7.1.2 Exhibits to this Contract.

7.1.3 Supplementary Conditions.

7.1.4 General Conditions.

7.1.5 Any federal, state, county or city permits for the Project

7.1.6 Specifications bearing the title: **Contract Documents for _____**

_____.

7.1.7 Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed. Such documents shall include specifically ATTACHMENTS A through W of the:

City of Marathon Bid Package for

**FOR GRANTS MANAGEMENT SERVICES AND OTHER GRANT SUB-CONTRACTUAL NEEDS
UNDER CDBG-DR VHB DEO GRANT AGREEMENT I0094**

7.1.8 Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.

7.1.9 The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).

7.1.10 There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

7.1.11 The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the

CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

7.1.12 The General Conditions discuss the bond and surety requirements of the CITY. This Contract requires the CONTRACTOR to provide payment and performance bonds, unless stated otherwise in Section 255.05, Florida Statutes.. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

ARTICLE 8. MISCELLANEOUS.

8.1 Terms used in this Contract which are defined in Article 1 of the General Conditions, Section 700, will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders, Section 200, also apply to this Contract.

8.2 Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

9.5 Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, liquidated damages specified in Article 3.4, actual damages, and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply. A default by CONTRACTOR under any contract with the CITY will be a default under all contracts with the CITY. The CITY may apply the proceeds from any contract between CONTRACTOR and the CITY to satisfy amounts owed by the CONTRACTOR to the CITY under any other contract.

8.6 **Access to Public Records.** The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes.

8.6.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The Records are not intended or represented to be suitable for use, partial use, or reuse by the City or others on extensions of this project or on any other project. Any such use, reuse, or modifications made by the City to any of Consultant's Records will be at City's sole risk and without liability to Consultant, and City shall, to the extent allowable by Florida law, and subject to Section 768.28, Florida Statute, and all monetary limits listed therein, indemnify, defend and hold Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

8.6.2 The "CONTRACTOR" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records in accordance to records retention schedule GS1-SL. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

8.6.3 "Public Records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.

8.6.4 Should the CONTRACTOR assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

8.6.5 The CONTRACTOR consents to the City's enforcement of the CONTRACTOR's Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the CONTRACTOR shall pay all court costs and reasonable attorney's fees incurred by the City.

8.6.6 The CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the CONTRACTOR shall be grounds for immediate unilateral cancellation of this Agreement by the City.

8.6.7 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CL.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.

8.7 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final completion or Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

8.8 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

8.9 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

FOR CITY: George Garrett, City Manager
9805 Overseas Highway
Marathon, Florida 33050
ATTN: City Manager

WITH COPY TO: Steve Williams, City Attorney
9805 Overseas Highway
Marathon, Florida 33050 Phone: 305-289-4103

8.10 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be Monroe County, Florida.

8.11 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

8.12 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as **Exhibit "B"**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the ____ day of _____, 20 ____, and by _____ (Contractor), signing by and through its _____, duly authorized to execute same.

CONTRACTOR

WITNESS

By: _____ By: _____

By _____
(Signature and Title)
(Corporate Seal)

(Type Name/Title signed above)

____ day of _____, 20 ____.

CITY

ATTEST

CITY OF MARATHON, FLORIDA

City Clerk

Mayor

____ day of _____, 20 ____.

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF MARATHON ONLY:

By: _____
City Attorney

(In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.*

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of _____ and that _____, who signed the Bid with the City of Marathon, Monroe County, Florida for _____, is _____ of said Corporation with full authority to sign said **Bid** on behalf of the Corporation.

Signed and sealed this ____ day of _____, 20__.

(SEAL) _____
Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__.

My Commission Expires:

Notary Public

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, _____, certify that I am the _____ of
_____,
who signed the Bid with the City of Marathon, Monroe County, Florida, for the project titled
_____, and that the following persons
have the authority to sign **payment requests** on behalf of the Corporation:

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

Signed and sealed this ____ day of _____, 20__.

(SEAL) _____
Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this ____ day of _____,
20__.

My Commission Expires:

Notary Public

EXHIBIT "A"
BID

Bid Item No./Description	No. of Units/Lump Sum	Price Per Unit/Lump Sum	Extended Price
--------------------------	--------------------------	----------------------------	----------------

TOTAL BASE BID:	N/A	N/A	

TOTAL BASE BID: _____ (insert price using words) _____
(Dollars)



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 289-4130 Fax: (305) 743-3667
www.ci.marathon.fl.us

May 19, 2020

Department of Economic Opportunity
Attn: Mr. Ken Lawson, Executive Director
107 E. Maddison Street
Tallahassee, FL 32399

RECEIVED
2020 MAY 21 AM 11:45
OFFICE OF THE DIRECTOR
DEO

Re: CDBG-DR Home Buyout Program Contract

Dear Mr. Lawson:

Please be advised that the Marathon City Council approved the above referenced contract by Resolution number 2020-26 on May 12, 2020.

Please sign the original, make a copy for yourself and return the original to us.

If you should have any questions, please do not hesitate to contact me.

Sincerely,
Hillary Palmer
Deputy City Clerk
Phone: 305-289-4130
Email: palmerh@ci.marathon.fl.us

Mailing Address:
City of Marathon
Attn: City Clerk Dept.
9805 Overseas Hwy.
Marathon, FL 33050

Encl.

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA
RESOLUTION 2020-26**

APPROVAL OF A CONTRACT BETWEEN THE CITY OF MARATHON, FLORIDA AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY IN THE AMOUNT OF FIVE MILLION DOLLARS (\$5,000,000) FOR THE IMPLEMENTATION OF THE CDBG-DR HOME BUYOUT PROGRAM; PROVIDING SIGNATURE AUTHORITY, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Economic Opportunity has awarded the City a grant in the amount of \$5,000,000 for the purposes of implementing the CDBG-DR Home Buyout Program, and

WHEREAS, the grant has been awarded post Hurricane Irma as a part of the CDBG-DR Home Buyout Grant Program in order to reduce flood risk in future hurricane events, and

WHEREAS, it is the City's desire to accept the Grant Agreement, in furtherance of its desire to protect the citizens and resources of the Keys from future hurricane impacts,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:


Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby authorizes the approval of a Grant Agreement between the City of Marathon and the Department of Economic Opportunity attached hereto as Exhibit "A."

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 12th DAY OF MAY, 2020

THE CITY OF MARATHON, FLORIDA



Mayor Steve Cook

AYES: Bartus, Gonzalez, Senmartin, Zieg, Cook
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



City Attorney

EXHIBIT A

#205661 v1

State of Florida
Department of Economic Opportunity
Federally-Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO") and the city of Marathon, hereinafter referred to as the "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) 114-254, the "Further Continuing and Security Assistance Appropriations Act, 2017" and P.L. 115-31, the "Consolidated Appropriations Act, 2017, (hereinafter jointly referred to as the "Appropriation Acts"), and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant - Disaster Recovery DEOs", 81 Fed. Reg. 224 (November 21, 2016); 82 Fed. Reg. 11 (January 18, 2017); and 82 Fed. Reg. 150 (August 7, 2017) (hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the State of Florida Action Plan for Disaster Recovery (hereinafter referred to as the "Action Plan"). DEO is hereinafter referred to from time to time as "Grantee".

WHEREAS, CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget Detail, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and

contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. The Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570 and the State's Action Plan.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (effective date) and ends 24 months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of the Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion, and the Director of DEO's Office of Disaster Recovery approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6) titled "Audit Requirements" and Attachments J and K herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case 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 \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants 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 scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment K. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment J titled "Audit Requirements", the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports. The Subrecipient shall provide DEO with all reports and information set forth in Attachment G titled "Reports." Both the monthly and quarterly reports, as well as the administrative closeout reports must include the status and progress of the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed. DEO may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring

(a) The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as DEO determines is necessary for DEO to meet the requirements of 2 C.F.R. part 200.

(b) The Subrecipient must submit to monitoring of its activities by DEO as DEO determines necessary to ensure that the subaward is used for authorized purposes in compliance with Federal statutes, regulations and the terms and conditions of this agreement.

(c) This review must include: (1) reviewing financial and performance reports required by DEO, (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO as detected through audits, on-site reviews and other means and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 C.F.R. §200.521.

(d) Corrective Actions:

DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, DEO may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

(9) Duplication of Benefits. The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by the Federal Register Guidance. The Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

(a) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient further agrees to assume sole responsibility, training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. The subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. Nothing herein shall be construed as consent by the Subrecipient to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(c) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28, F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. The subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. 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 agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(11) Events of Default. If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by the Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or

perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) The Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by DEO;

(d) The Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop.

The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, DEO shall provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon twenty-four (24) hour written notice by DEO sent in conformity with Paragraph (16) Notice and Contact;

- (b) Begin any 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) Demand that the Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advising the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(13) Dispute Resolution. DEO shall decide disputes concerning the performance of the Agreement, document dispute decisions in writing and serve a copy of same on the Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to the Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination
- (b) A program assistance award calculation and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Disaster Recovery
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary
- (b) Resolution or
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street
Tallahassee, FL 32399

The Florida Office of Disaster Recovery operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

- (a) DEO may suspend or terminate this Agreement for cause upon twenty-four (24) hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for Termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, the Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date the Subrecipient has received the notification of

termination. The Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Subrecipient. DEO may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from the Subrecipient is determined.

- (e) Upon expiration or termination of this Agreement the Subrecipient shall transfer to DEO any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Upon expiration or termination of this Agreement, the Subrecipient shall follow the agreement closeout procedures set forth in rule 73C- 23.0051 (5), FAC
- (g) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:
 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.
- (h) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of DEO's Grant Manager for this Agreement is:

Joshua Bradt
107 East Madison Street - MSC 160
Tallahassee, Florida 32399-6508
(850) 717-8436
(850) 921-3117
joshua.bradt@deo.myflorida.com

- (c) The name and address of the Local Government Project Contact for this Agreement is:

George Garrett
9805 Overseas Highway
Marathon, FL 33050
Phone: 305-289-4111
Fax:
Email: garrettg@ci.marathon.fl.us

- (d) If 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 Paragraph (16) above.

(17) Contracts. If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.326 when procuring property and services under this Agreement (refer to Attachment D).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 C.F.R. 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

The Subrecipient must ensure all contracts and agreements clearly state the period of performance or date of completion and incorporate performance requirements.

The Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official

(19) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Scope of Work
 - Attachment B – Project Detail Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations

- Attachment I – Audit Requirements
 - Exhibit 1 to Attachment I – Funding Sources
- Attachment J – Audit Compliance Certification
- Attachment K – SERA Access Authorization Form
- Attachment L - 2 CFR Appendix II to Part 200
- Attachment M – Subrogation Agreement

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed \$5,000,000.00 subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D titled "Program and Special Conditions".

(d) The Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, Attachment L, to this Agreement, must approve the submission of each Request for Funds ("RF") on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) 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 Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (20)(i), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient.

(21) Repayments.

(a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., the Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid to the Subrecipient.

(c) The Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(22) 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 Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(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. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

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

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

(f) The Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed

on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 C.F.R. § 200.474.

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

(l) The Subrecipient hereby acknowledges that the Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. The Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) The Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(23) Lobbying Prohibition.

(a) No funds or other resources received from DEO 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 Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 Subrecipient shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (22), above. 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) 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 Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, the Subrecipient 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 Subrecipient shall refer the discovery or invention to DEO 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 Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, the Subrecipient 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 Subrecipient 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, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) The Subrecipient 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 Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish the Subrecipient's ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to

such request, the Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.nyflorida.com within one (1) business day from receipt of the request.

(b) The Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If the Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) The Subrecipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents the Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If the Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to DEO. Failure to identify the legal basis for

each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) The Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Subrecipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this

Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at:

<http://www.uscis.gov/e-verify>

(c) If the Subrecipient does not have an E-Verify MOU in effect, the Subrecipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(28) Program Income.

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO and the Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) The Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither the Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

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DEO Agreement No.: I0094

(e) Unless justified by the Subrecipient and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not provide any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by the Agreement.


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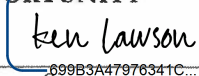
**State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page**

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF MARATHON

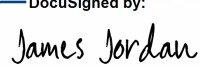
DEPARTMENT OF ECONOMIC OPPORTUNITY

By 
Signature
Steven COOK
Title Mayor
Date 5/13/20
Federal Tax ID # 450984873
DUNS # 148386910

By 
Signature
Ken Lawson
Title Executive Director
Date 6/4/2020

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

DocuSigned by:

By: 5757EE4917044C9
6/4/2020
Approved Date: _____

Attachment A – Scope of Work

1. Project Description

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Florida to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricane Irma for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery.

The city of Marathon has been selected to participate in the Voluntary Home Buyout (VHB) CDBG-DR program. These funds will be used to principally benefit low- and moderate-income persons. Funds will be used to acquire properties that are in Special Flood Hazard Area (SFHA), and in high risk-flood areas to help reduce the impact of future disasters, and to assist property owners relocate outside the threat of flooding with the focus on properties that do not have flood insurance.

There are two options under this grant: The first option is to use the CDBG-DR funding as a leverage to match funding projects that are also eligible for the Hazard Mitigation Grant Program (HMGP) provided by the Federal government. The second option is to work directly with DEO to acquire contiguous parcels of properties of residential areas that meet low- and moderate- income area requirements, and/or assist low-and moderate-income households.

Necessary assistance will be provided in the form of buyout and demolition of existing housing units. Housing units whose occupants qualify as low- to moderate- income (LMI) households will be acquired and demolished in compliance with the local building code and the U.S. Department of Housing and Urban Development's standards outlined in the Federal Register Notices.

Awards to eligible homeowners will be based on the overall level of damage in the proposed buyout area, as determined by condemnation, flood levels and/or status as beyond reasonable repair for each property, and the extent to which the proposed buyout program supports overall flood mitigation plans for the area and community.

2. Subrecipient Responsibilities

A. CDBG-DR Voluntary Home Buyout Policies and Procedures and Implementation

The city of Marathon will conduct the program design and implementation services necessary to mobilize and launch its production implementation systems to support the programs and projects to help people, properties and communities recover from storm related damage due to Hurricane Irma as follows:

1. Complete and submit to DEO within 45 days of agreement execution, a staffing plan for the city of Marathon CDBG-DR Program that includes:
 - a. Organizational chart; and,
 - b. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
 - c. Scope of work and procurement plan for all contracted staff, vendors, and contractors.

2. Develop and submit a copy of the following policies and procedures to the DEO Agreement Manager within 45 days of agreement execution:
 - a. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
 - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
 - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and DEO Policies
 - d. Policies and procedures that at a minimum, include information about the VHB application process, application requirements, underwriting criteria, compliance requirements, and reporting methodology
 - e. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring, and which items will be monitored, and procedure for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov).
 - f. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
3. Establish and administer a system of record and production and grants management reporting systems within 45 days of agreement execution.
4. Complete and submit a Project Detail Budget (Attachment B) for approval by DEO no later than 60 days after the execution of the subrecipient agreement.
5. Complete and submit an Activity Work Plan (Attachment C) for approval by DEO no later than 30 days after the execution of the subrecipient agreement.
6. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.
7. Comply with all terms and conditions of the subrecipient agreement, Voluntary Home Buyout Program Guidelines and Design, Action Plan, Action Plan Amendments, and Federal, State and local laws.
8. Attend fraud related training by HUD OIG to assist in the proper management of CDBG-DR grant funds when available.
9. Update all applicable VHB policies and procedures as needed and upon DEO request.

10. Complete procurement of all vendors for internal grants management and compliance and direct program and project production, including:
 - a. Selection of vendors, subrecipients, and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance and administration;
 - b. Selection of vendors, subrecipients, and/or staff that will be responsible for managing demolition and/or construction;
 - c. Selection of vendors, subrecipients, and/or staff that will be responsible for managing Land and Structure Buyout; and,
 - d. Selection of vendors, subrecipients, and/or staff that will be responsible for Appraisal, Environmental Review, title services, and legal services.
11. Meet or exceed federal underwriting standards. Subrecipients must establish underwriting criteria that, at a minimum, complies with CDBG underwriting criteria found at 24 CFR 570.209. Project costs must be demonstrated to be reasonable. All other sources of financing must be committed or otherwise unavailable to the applicant. Project costs must be need-based, and documentation must be sufficient to prove that CDBG funds will not supplant non-federal financial funding or support.
12. Include the following statement on all program materials and applications "Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729."
13. Ensure all projects seeking assistance under the current CDBG-DR funds for Hurricane Irma, and any future funds allocated for Hurricane Irma, provided by DEO, receive the required Environmental Clearance from DEO prior to the Subrecipient being able to commit CDBG-DR funds.
14. Evaluate each grant applicant for the potential for duplication of benefits and decline any grant amount that would constitute such a duplication.
15. Develop and submit a monthly revised detailed budget measuring the actual cost versus projected cost by the 10th day of the following month.
16. Develop and submit a monthly revised detailed timeline for implementation consistent with the milestones outlined in the VHB program guidelines and report actual progress against the projected progress.
17. Develop and submit both a monthly and quarterly report to DEO by the 10th day of the following month or quarter, that outlines the progress made to date, the projected activities to be completed in the upcoming month or quarter, and any risks or issues identified for the delivery of the project. The reports must include metrics that demonstrate the implementation costs to date with projected spending, and any other information DEO determines is necessary.

18. Obtain approval from DEO and FEMA before conveying ownership.
19. Provide scope of land use in accordance with DEO's direction, prior to closing.
20. Enforce the proper land use according to *83 Fed. Reg. 5863* in perpetuity for a use that is compatible with open space, recreational, or floodplain and wetlands management practices.
21. Enforce and monitor all deed restrictions.
22. Approve the conveying of property and the proper use of land.
23. Utilize a certified appraiser for each property that is eligible to be acquired.
24. Utilize a certified damage inspector to assess damages of each property to assure that damages were caused by Hurricane Irma.
25. The Subrecipient shall adhere to the following deadlines for the project. If the Subrecipient is unable to meet a deadline, the subrecipient shall request an extension of such deadline from DEO in writing no later than thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the Term of this agreement except by a formal amendment executed in accordance with section (4) Modification of Agreement.

<u>Activity</u>	<u>Deadline</u>
Program Design and Implementation, as outlined in Section 2., B.	9/15/2020
Completion of Homeowner buyout and Incentives, as outlined in Section 2., C.	6/15/2021
Completion of Demolition and Closeout as outlined in Section 2., D.	6/15/2022

B. Deliverable I: Program Design and Implementation

Task 1: Perform Intake for VHB applicants, which shall include the following components:

- Intake application processing
- Phone calls and/or in-person meetings with applicants
- Assist applicants with proper documentation
- Review and analyze submitted documentation
- Analyze for priority, if applicable

Task 2: Perform VHB Eligibility analysis which shall include the following components:

- Perform application authorizations
- Confirming ownership
- Confirming primary residence
- Identify priority status
- Perform damage assessment

- Identify tieback to disaster
- Income Certifications
- National Objectives Determination

Task 3: Perform Duplication of Benefits (DOB) analysis, which shall include the following components:

- Perform FEMA data analysis
- Perform SBA data analysis
- Perform NFIP data analysis
- Perform Private Insurance data analysis
- Perform Non-profits data analysis
- Perform other assistance analysis
- Analyze spent funds
- Verify funds were spent for their intended purpose
- Complete DOB review
- Complete DOB final worksheet

Task 4: Perform the Review and Approval of VHB applicants, which shall include the following components:

- Review applicant files for completeness
- Determine pre-disaster fair market value
- Determine final applicant eligibility/ award amount
- Issue grant award to eligible applicant
- Applicant appeal process

Task 5: Complete the Environmental Review Record (ERR), which shall include the following components:

- Analyze applicant housing to determine proper ERR
- Inspection of property
- Complete tier 1 review
- Complete tier 2 review
- Complete and analyze lead-based paint testing
- Complete and analyze asbestos testing

Task 6: Perform Final Scope and Feasibility assessments, which shall include the following components:

- Revise scope for State Historic Preservation Office (SHPO) requirements
- Revise scope for lead-based paint mitigation
- Revise scope for asbestos mitigation
- Analyze for cost reasonableness and feasibility of the project
- Complete and review final inspection reports

Task 7: Complete the necessary Procurement and Closing activities which shall include the following components:

- Prepare statement of work for contractor bid
- Prepare and advertise procurement documents
- Review and respond to procurement questions
- Revise bid documents if necessary
- Review submissions and select contractor
- Conduct debarment check and contractor licensing
- Award bid
- Review and modify agreement and award amounts
- Closing coordination
- Prepare and receive escrow
- Execute agreement with contractor

C. Deliverable II: Homeowner Buyout and Incentives

Task 1 Complete the Homeowner Buyout and Incentive Program activities which shall include the following components:

- Property Appraisals
- Legal Services
- Conduct Title and lien searches
- Uniform Relocation Act (URA) compliance, when applicable
- Recording fees
- Perform homeowner buyout
- Perform homeowner incentives, if applicable
- Execute closing documents

D. Deliverable III: Demolition and Closeout

Task 1: Complete Demolition activities which shall include the following components:

- Notice to Proceed (NTP)
- Contractor obtains all permits
- Conduct inspections
- Conduct final walkthrough
- Process payments

Task 2: Complete grant agreement Closeout Packages which shall include the following components:

- Complete final inspection report
- Review project files prior to final closeout
- Compile closeout documentation

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3. DELIVERABLES:

The Subrecipient agrees to provide the following services as specified:

Deliverable I	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Project Design and Implementation Subrecipient shall complete an eligible deliverable task as detailed in Attachment A, Section 2., B. Above.</p>	<p>The Subrecipient shall be reimbursed upon completion of a minimum of one deliverable task per housing unit as detailed in Attachment A, Section 2, B., evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO along with the submission of both a monthly report and a quarterly report detailing the work completed in Deliverable I. The completion of the monthly and quarterly reports alone does not meet the minimum level of service required for payment.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable II	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Homcowner Buyout and Incentives Subrecipient shall complete an Eligible deliverable task as detailed in Attachment A, Section 2., C. above</p>	<p>The Subrecipient shall be reimbursed upon completion of a minimum of one project deliverable task as detailed in Attachment A, Section 2. C; evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO and along with the submission of both a monthly and quarterly report detailing the work completed in Deliverable II. The completion of the monthly and quarterly reports alone does not meet the minimum level of service required for payment.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable III	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Demolition and Closeout Subrecipient shall complete an Eligible deliverable task as detailed in Attachment A, Section 2., D. above</p>	<p>The Subrecipient shall be reimbursed upon completion of a minimum of one project deliverable task as detailed in Attachment A, Section 2. D; evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>

	<p>approval from DEO and along with the submission of both a monthly and quarterly report detailing the work completed in Deliverable III. The completion of the monthly and quarterly reports alone does not meet the minimum level of service required for payment.</p> <p>The Subrecipient shall be reimbursed upon completion of a minimum of 100 percent of the demolition activities for each project; evidenced by the final inspection of the site after the activities have been completed, signed by the contractor, certified by the housing specialist or building inspector for the project</p>	
<p>TOTAL AWARD NOT TO EXCEED \$5,000,000.00</p>		

4. DEO Responsibilities:

DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of the Subrecipient's pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.

DEO will administer and oversee the jurisdiction in which the program applies. DEO will be responsible for the following:

1. Provide the Voluntary Home Buyout Program Guidelines and Design, Action Plan, and Action Plan Amendments to the Subrecipient.
2. Provide updates of policies and procedures to the Subrecipient.
3. Approve the outreach campaign established by the Subrecipient that will target homeowners impacted by Hurricane Irma.
4. Approve the application process, application requirements, compliance requirements, and reporting methodology provided by the Subrecipient.
5. Review the detailed budget and measure actual cost versus projected cost on a monthly basis.
6. Review the progress made to date, the projected activities to be completed in the upcoming month, and any risks or issues identified for the delivery of the project as reported in the subrecipients required monthly and quarterly report.

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Attachment B – Project Budget Detail (Example)

Subrecipient: _____ Contract Number: _____ Modification Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-DR Amount	Other Funds	Source*	Total Funds
1. Land & Structure Buyout													
	Appraisal												
	Environmental Review												
	Legal Services												
	Title Services												
	Inspection												
	Permitting												
2. Demolition													
3. Audit & Closeout													
4. Administration													
	Application Development												
	Policies & Procedures Development												
	Develop Underwriting Criteria												
	Implement Public Outreach												

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Attachment C – Activity Work Plan (Example)

Subrecipient _____ Activity: _____ Project Budget: _____
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"

Attachment D – Program and Special Conditions

Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
 - b. Comply with 24 C.F.R. part 58 and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under

section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Section 3 Participation Report (Construction Prime Contractor); Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).
12. The CDBG-DR portion of the cost of post-administrative closeout audits.

13. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
14. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
15. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
16. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
17. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
18. Any payment by the Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
19. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
20. 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.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to the Subrecipient through this agreement constitute a subaward of the DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance (82 FR 5591 & 82 FR 36812 and 81 FR 83254). Notwithstanding the foregoing, (1) the Subrecipient does not assume the any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.

This review must include: (1) reviewing financial and performance reports required by the DEO; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

3. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. The Subrecipient must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at [insert 24 CFR 570.609 or 24 CFR 570.489(l) as appropriate]. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

V. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-DR program or shall be retained after Subrecipient appropriately compensates DEO

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act,

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which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606. In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

VIII. Nondiscrimination

1. 24 CFR part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);

Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

Affirmative Action

(iii) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to the DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(iv) Women- and Minority-Owned Businesses (W/MBF)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this Agreement.

(v) Notifications

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

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

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

IX. Labor and Employment

1. Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall promptly be made available to DEO for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

- A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- C. The Subrecipient will require its contractors to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Subrecipient will require its contractors to include a materially similar Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will require its contractors to not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Subrecipient will require its contractors to certify any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 (Numerical goals for meeting the greatest extent feasible requirement).

(3) Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one-year period beginning in FY 1995;

- (ii) 20 percent of the aggregate number of new hires for the one-year period beginning in 1996; and
- (iii) 30 percent of the aggregate number of new hires for the one-year period beginning in FY 1997 and continuing thereafter.
 - (c) Contracts. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:
 - (1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
 - (2) At least three
 - (3) percent of the total dollar amount of all other Section 3 covered contracts.

XI. Conduct

1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in the DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

Lobbying Certification

The Subrecipient hereby certifies that:

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

contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- (iv) 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 required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

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

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated the DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

Air and Water

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

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

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Lead-Based Paint

The Subrecipient shall follow DEO approved procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that City of Marathon shall comply with all of the provisions and Federal regulations listed in this attachment.

By:  Date: 02 Jun 20

Name: Steven W. Cook

Title: Mayor/Council mbr.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and

c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

The Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work on the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-DR-funded contracts of \$100,000 or more.

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____ shall comply with all of the provisions and Federal regulations listed in this attachment.

By: _____ Date: _____

Name: _____

Title: _____

Attachment G – Reports

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

1. A **Monthly Progress Report** must be submitted to DEO on forms to be provided by DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report**, must be submitted to DEO on forms to be provided by DEO no later than the tenth day of every April, July, October, and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Rcf.05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to DEO) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system 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.

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7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables; Project Narrative, Project Budget Detail and Activity Work Plan.***

8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and 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. The Subrecipient 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 Funds (RFF). 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 2 C.F.R. part 200 (and particularly 2 C.F.R. 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Subrecipient 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 objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, 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 Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient 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 a Federal award if he or she has a real or apparent conflict of interest. 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 a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Subrecipient 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 contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements) and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 CFR 200, as revised.

1. In the event that the Subrecipient expends \$750,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200 Subpart F (Audit Requirements), as revised.
3. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).
4. Although 2 CFR 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that

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expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 CFR 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
 - A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com
 - B. The Federal Audit Clearinghouse designated in 2 CFR 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>
2. Copies of audit reports for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 CFR 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:
 - A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us
4. Any reports, management letter or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit

organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six (6) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO) or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency: U.S. Department of Housing and Urban Development

Federal Funds Obligated to Subrecipient: \$5,000,000.00

Catalog of Federal Domestic Assistance Title: Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii

Catalog of Federal Domestic Assistance Number: 14.228

Project Description: The purpose of Rebuild Florida’s CDBG-DR Voluntary Home Buyout Program is to acquire properties that are in a Special Flood Hazard Area (SFHA), and in high-risk flood areas to help reduce the impact of future disasters, and to assist property owners to relocate outside the threat of flooding.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:
N/A

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 C.F.R. § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</p>	
By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

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**Attachment K – Subrecipient Enterprise Resource Application
(SERA) Form**

Current SERA Form will be provided under separate cover.

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C.](#)

3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Attachment M

State of Florida Department of Economic Opportunity

Federally-Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this 13 day of May, 2020 by and between City of Marathon (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist

and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-DR Program or the Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

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Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.


Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

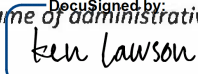
SUBRECIPIENT

[insert Subrecipient name]

By: 
Name: Steven Cook
Title: Mayor

DEO:

[insert name of administrative entity]

By: 
Name: Ken Lawson
Title: Executive Director

City of Marathon, Florida
CDBG – DR
Voluntary Home Buy-out Program

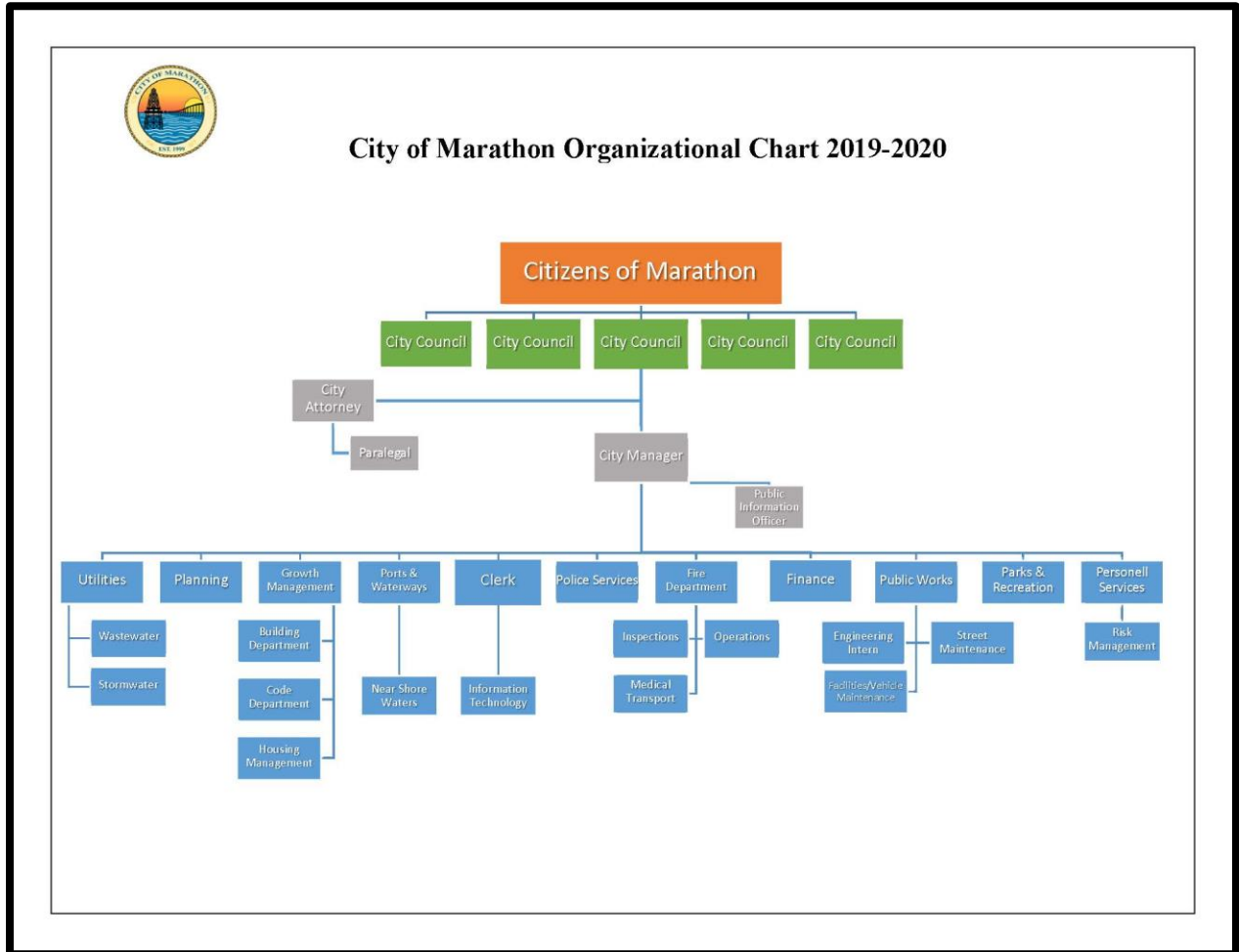
DEO Agreement No. 10094

2. - Subrecipient Responsibilities

2. Subrecipient Responsibilities

Item 2. A. 1. a.

City of Marathon - Organizational Chart



Item 2. A. 1. b.

Project Organization

- City Council (5 Members)
- Chuck Lindsey – City Manager / Steve Williams – City Attorney
- George Garrett – City Project Manager
- Jennifer Johnson – City Finance Director
- Brian Shea – Senior Planner
- TBD - FEMA Coordinator
- TBD – Grants Coordinator
- Lorie Mullins – Administration
- Consulting Services
 - Grant Administration
 - Applicant Certification
 - Duplication of Benefits review
 - Inspection Services – FEMA / Florida Building Code
 - Legal
 - Title Work
 - Real Estate Transfers
 - Conservation Easements
 - Survey Work
 - Environmental Review
 - Demolition

See Attachments A. through F. for Job Descriptions

Item 2. A. 1. c.

Scope of Work & Procurement Plan

The City will plan to interact with Applicants throughout the project acting as part of the project administration, including providing public outreach concerning the project, seeking potential new Applicants, and making phone calls to current Applicants. The will may provide support in Applicant certification and in the review for Duplication of Benefits. The city will act as the known local resource for Applicant information and questions about the project.

The City will bid consulting services in the areas noted above and following. This is a process that will typically require approximately seventy-five (75) days – Forty-five (45) days to place and receive a Request For Bids and thirty (30) days to review, approve, and contract with successful bidders. This process is shortened and can take as long as ninety (90) days

- Grant Administration
 - The City is seeking professional services for grant administration. The successful bidder will be familiar with the Florida Keys, have a solid reputation in grant administration, and a detailed knowledge of both the

CDBG-DR and Voluntary Home Buyout Programs. In addition to grants management, the successful bidder will be qualified under both state and federal HUD guidelines to review and qualify Applicants and to carry out a review for Duplication of Benefits

- Inspection Services – FEMA / Florida Building Code
 - The City is seeking professional services for damage assessment to residential structural integrity and potential cost of repair. The Successful bidder will be intimately familiar with the cost of construction, cost of structural repair, and the value of structures and property in the Florida Keys. The successful bidder will have certifications in construction estimating.
- Survey Work
 - The City is seeking professional land surveying services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such information will be utilized to determine the precise boundaries of Applicant properties and to provide such information to the City's legal staff and consultants.
- Environmental Review
 - The City is seeking professional environmental services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such services will include carrying out Phase 1 assessments, the potential locations of historical resources or tribal lands, and assessment of habitat where present.
- Legal
 - The City is seeking professional legal services for title work, real estate transactions, and development of conservation easements in the Florida Keys. An intimate knowledge of Florida Keys Real Estate markets will be beneficial.
- Demolition
 - The City is seeking professional structure demolition services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. The successful bidder will demonstrate the availability of necessary equipment, professional staffing, and the ability to appropriately dispose of demolition material.

The City anticipates making bid document available in early October and be complete with the review, approval, and contracting of successful bidders by the end of the physical year, December 2020.

CITY MANAGER

City of Marathon
Job Description



Job Title: City Manager

Department: Administration
Reports to: City Council
Supervises: City Staff
Position: Full-Time, FLSA Exempt

Date: July 6, 2015

Summary:

Serves as the Chief Executive Officer for the municipal government of the City of Marathon. Responsible for implementing the policy and other directions of the City Council. Directs the day-to-day operation of the City government (including supervision of staff, planning, budget, formulation and implementation and capital improvement efforts) and is responsible for its efficient and effective operation. Serves at the pleasure of the City Council.

Essential Duties and Responsibilities:

Follows the leadership of the Council and directs the staff in implementing Council programs and priorities. Develops goals, objectives, spending plans and programs designed to implement Council direction. Coordinates staff activities and prioritizes programs within Council set parameters.

Regularly interacts with the individual Council Members, discussing city business and bringing important matters to their attention. Provides advice and counsel as appropriate.

Oversees the day-to-day operations of the City including all paid and volunteer staff. Makes the decisions necessary to promote the smooth functioning of government. Ensure that the all City functions within his/her purview comply with all applicable local, state, and federal law and regulations. Develops long and short-term strategies to improve City programs designed to meet the need of the City's residents, businesses and staff.

Ensures that the City has a strong financial foundation in place (including accounting, budgeting, financial reporting, funds investment, grants and purchasing). Oversees the preparation of the annual budget and five year capital improvement plan. Ensures that departments comply with the Council adopted budget.

Oversees all City contracts and ensures that all terms and conditions are met. Further ensures that all expenditures are properly documented.

Oversees all grant applications. Monitors implementation. Ensures all grant rules and requirements are properly followed and that all necessary documentation is maintained.

Develops and maintains performance measurement system to review and evaluate the staff performance, thus holding staff members accountable for their performance.

Institutes, documents, and monitors standard operating procedures, City policies and practices to ensure the proper and consistent functioning of governmental operations.

Identifies, selects and retains a professional management team.

Oversees the City's personnel system including hiring, training, supervision, evaluation, promotion and discipline of City staff.

Serves as, or designates as necessary, the City's lead person in union and other negotiations. Develops estimates of the fiscal impact on the City of proposals. Brings negotiated proposals to the City Council for final approval.

Oversees the development of standard operating procedures and manuals, City policies and other practices.

Develops mechanics to respond promptly to citizen needs, requests and complaints

Keeps abreast of new trends, technologies and policies in municipal management.

Manages the collection and maintenance of statistical information necessary to support efficient and effective departmental operations.

Attends City of Marathon council and other appropriate meetings making presentations and provides input as necessary. Represents the City in dealing with residents, other governmental entities and outside agencies as appropriate.

Performs other related work as required.

Supervisory Responsibilities:

Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Prepares specific department policies.

Qualification Requirements:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

A Bachelor's/Master's Degree in Public Administration or Business Administration or related field; five (5) years responsible professional management experience, including three (3) years experience as a City Manager or Assistant City Manager.

Language Skills:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to respond to common inquiries or complaints from employees, customers, regulatory agencies, other governmental units, or members of the business community. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Mathematical Skills:

Ability to add, subtract, multiply and divide, using whole numbers, common fractions, and decimals. Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, and

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Public Relations:

Public relations will be an integral part of each employee's job. Employees will be courteous, helpful and conduct themselves in a manner which is appropriate for an employee in public service.

Other Skills and Abilities:

Possess or the ability to obtain a driver's license. Ability to meet the public in person or over the telephone in a courteous and professional manner; work harmoniously with numerous personalities; have a high level of initiative and be able to work with minimal supervision; be able to fit into a public/professional office environment; self-motivated; ability to effectively manage multiple projects, meet challenges and deadlines, maintain focus and appropriate conduct under pressure; familiarity of municipal government desirable; must be willing to work extra hours as required. Ability to maintain confidentiality is mandatory.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit for moderate periods; use hands to manipulate objects, tools, or controls; and talk or hear. The employee frequently is required to reach with hands and arms, stoop, kneel, crouch, or crawl, and travel up and down stairs.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

This job description is not intended to be a contract for employment and the employer reserves the right to make any necessary revisions to the job description at any time.

CITY ATTORNEY

City Attorney

The City of Marathon, located in Monroe County is seeking a City Attorney to serve as the chief legal advisor to elected and appointed officials, City boards, and employees in the scope of their official duties. The City Attorney is appointed by a majority vote of the full Council and serves at the pleasure of the Council. The City is creating an in-house legal department, responsible for all management aspects of the legal department such as hiring a paralegal.

The City Attorney position requires being present at City Hall a minimum of 40 hours per week (in office) plus attendance at other meetings to provide legal services in addition to attending City Council and other board meetings and be available at all times for advice and counsel.

Job functions:

- The duties listed are intended to serve as an example of the typical functions performed. They are not exclusive or all-inclusive and will vary with assignments. The attorney will also perform such other duties as assigned. Serves as the chief legal adviser to, and represents, elected or appointed officials, boards and commissions, and employees in the course and scope of their official duties or employment, respectively.
- Attends meetings of the City Council, Code Enforcement Board, Planning Commission, and renders legal advice on matters on the agenda and provides parliamentary guidance concerning the conduct of each of the meetings of the City Council and Boards.
- Renders oral and written legal opinions to the Mayor and Council, City Manager, and Department Directors and other City staff as requested.
- Advises City staff on daily legal issues; reviews correspondence on behalf of City staff; and provides legal input regarding City Code interpretation.
- Reviews and approves proposed ordinances, resolutions, and agreements for consideration by the Mayor and Council.
- Provides land use advice to the City Council Planning Commission and Planning staff. Conducts quasi-judicial proceedings and general legal advice on land use issues before the City Council.
- Reviews the legality and/or sufficiency of contracts, bonds, bids, leases, insurance, and claims. Preferred Governmental Insurance Trust (PGIT) currently provides the City's Worker's Compensation, Auto and General Liability Insurance coverage and PGIT provides legal representation with respect to claims covered under those policies. The City Attorney provides legal services in defending the City when cases are not covered under the liability insurance or when the exposure exceeds insurance coverage or when necessary for a specialized need or larger case.
- Reviews and comments on contract form(s) between the City and independent contractors.
- Prepares imposition/satisfaction of liens and foreclosures related to Code Enforcement violations.

- Prepares pleadings in response to appellate matters, foreclosures, bankruptcy, writs of garnishment and probate actions to collect monies due and owing to the City.
- Prepares and files all pleadings and legal documents with the Circuit Court, which are necessary for forfeiture of property seized in association with code violations.
- Represents the City in lawsuits and administrative hearings and code violations.
- Provides general advice to Human Resources staff and advice responding to Equal Employment Opportunity Commission claims.
- Researches, interprets, and applies laws, court decisions, and other legal authority in the preparation of opinions and briefs.
- Analyzes legislation including proposed state and federal legislation affecting the City.
- Answers communications from the public relative to municipal ordinances and legal matters affecting the City.
- Keeps the City Council and City Staff informed on legislation or judicial opinions that have the potential to affect the City.
- Performs other duties as assigned.

Education, training, experience:

- Must have a Juris Doctor degree from an accredited law school.
- Minimum five (5) years of comprehensive experience in the practice of criminal and civil matters, to include a minimum of three (3) years of experience in the practice of municipal law and administrative practice in the State of Florida preferably as an assistant or city/county attorney.
- Membership in good standing in the Florida Bar with eligibility to practice law in the State of Florida at the time of application.
- Knowledge of areas designated critical state concern by the State of Florida.
- City, County and Local Government Board Certification is preferred.
- City of Marathon residence preferred.

BENEFITS AND COMPENSATION:

Salary \$100,000 - \$150,000

Benefits include:

Health Insurance

Vacation and Sick Leave

Participation in ICMA 401A

Continued Legal Education for Florida Bar requirements

PLANNING DIRECTOR

City of Marathon
Job Description



Job Title: Planning Director

Department: Planning

Reports to: City Manager

Date: October 28, 2016

Supervises: Senior Planner, Planner, FEMA Coordinator, Planning Admin. Asst.

Position: Full-Time, FLSA Exempt

Summary:

This is an advanced professional, administrative and supervisory position managing the City's Planning division. Projects supervised may include comprehensive planning, development review, geographic information, impact fee, information distribution, neighborhood improvement, and strategic assessment or others as directed by the City Manager.

Essential Duties and Responsibilities:

Plans, assigns and coordinates the activities of professional planners, technical specialists and support staff involved in the planning, coordinating, implementing and maintaining of a comprehensive planning program, development review program, geographic information system, impact fee system, information distribution program, neighborhood improvement program and strategic assessment program.

Supervises and/or participates in assigned program, system or section activities.

Designs and executes methodology for major research projects including sampling procedures.

Attend meetings and conferences concerned with designated areas of responsibility.

Assist in preparation of budget for assigned program, system or section.

Reviews and edits reports written by planning staff and planning professionals.

Participate in planning or system policy development, resource planning and employee professional growth and development.

Prepares planning information materials and presents them to the general public, governmental agencies and civic organizations; prepares staff reports and presents them at board meetings and public hearings.

Establishes and maintains effective working relationships with the general public, co-workers, elected and appointed officials and members of diverse cultural and linguistic backgrounds regardless of race, religion, age, sex, disability or political affiliation.

Screens citizen complaints and problems and addresses these issues whenever possible.

Received: _____ Approved: _____
Employee: _____ Dept Head _____ Personnel _____ City Manager _____

Recommend changes in administrative policies and procedures to the City Manager.

Perform related work as required.

Supervisory Responsibilities:

Carry out supervisory responsibilities in accordance with the organization's policies and applicable laws. Prepare specific department policies.

Qualification Requirements:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

A degree in urban or regional planning, or related field; advanced degree preferred. Six (6) years professional planning experience in area of assignment; including three (3) years experience in a supervisory capacity; or any equivalent combination of relevant training and experience. AICP and considerable knowledge of public administration with particular references to county and municipal administration preferred.

Language Skills:

The ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Write reports, business correspondence and procedure manuals. Respond to common inquiries or complaints from employees, customers, regulatory agencies, other governmental units, or members of the business community. Effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Mathematical Skills:

The ability to add, subtract, multiply, divide, using whole numbers, common fractions, and decimals. Calculate figures and amounts such as discounts, interest, commissions, proportions, and percentages.

Reasoning Ability:

Solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Public Relations:

Public relations will be an integral part of each employee's job. Employees will be courteous, helpful and conduct themselves in a manner which is appropriate for an employee in public service.

Other Skills and Abilities:

Possess or the ability to obtain a Florida driver's license. Ability to meet the public in person or over

the telephone in a courteous and professional manner; work harmoniously with numerous personalities; have a high level of initiative and be able to work with minimal supervision; be able to fit into a public/professional office environment; self-motivated; ability to effectively manage multiple projects, meet challenges and deadlines, maintain focus and appropriate conduct under pressure; familiarity of municipal government desirable; must be willing to work extra hours as required. The ability to maintain confidentiality is mandatory.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit for moderate periods; use hands to manipulate objects, tools, or controls; and talk or hear. The employee frequently is required to reach with hands and arms, stoop, kneel, crouch, or crawl, and travel up and down stairs.

The employee must occasionally lift and/or move up to 25 pounds.

Specific vision abilities required by this job include close vision.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

FINANCE DIRECTOR

City of Marathon
Job Description



Job Title: Finance Director

Department: Administration
Reports to: City Manager
Supervises: N/A
Position: FLSA Exempt

Date: March 4, 2015

Summary: This position is responsible for the delivery of effective and efficient accounting and financial systems, policies and processes that meet the current and future requirements of the City.

Essential Duties and Responsibilities:

Revenue Collection: Coordinate with local, state and federal agencies charged with collection and disbursement of all City revenues, including taxes, assessments, fees, charges and other impositions.

Administer the fees, charges, and miscellaneous revenues pertaining to utilities, private enterprises and individuals as they interface with City programs.

Apply enforcement actions to induce payment in accordance with City policies and procedures.

Prepare monthly financial reports showing revenues and expenses to date in comparison with budget predictions.

Capital Program Administration

Coordinate with the City Manager and other City staff or consultants as directed by the City Manager on the capital needs of the City.

Assist the City in obtaining financing if necessary and maintain proper fund accounting procedures.

Administer and assist the City Manager in implementing capital program financing.

Investment Administration

Prepare investment policies and procedures pursuant to Florida law and the City Charter.

Invest City funds pursuant to approved policies.

Produce timely investment reports stating the effectiveness of the chosen investment policy.

Accounting System

Establish and maintain Accounting System in compliance with Governmental Accounting Standards Board, the Uniform Accounting System prescribed by the Florida Department of Banking, Finance for Government Accounting and the Rules of the Auditor General and any other applicable state and federal regulations.

Prepare Public Depositor's Report and distribute to State Treasurer.

Work with the City's IT Department to recommend accounting software appropriate for the City's accounting needs.

Accounts Payable/Accounts Receivable

Administer the purchase order system and any system maintained for the payment of vendors under contract with the City including payment of invoices of City vendors.

Coordinate sales, use and ad valorem tax collection, including franchise fees, utility taxes, simplified communications service tax and all other City receivables and fees.

General Fixed Asset Accounting

Account for assets constructed by or donated to the City for maintenance.

Maintain inventory of City property in accordance with the Rules of the Auditor General.

Budget

Prepare the City's annual operating and capital budgets for the City Manager.

Liaison with all City departments for annual budget categories.

Provide materials for and attend all budget meetings, hearings and workshops.

Submit all required documentation to the Department of Revenue and provide all necessary reports for public advertisements and public hearings.

Comprehensive Annual Financial Report and Audit

Prepare the City's Comprehensive Annual Financial Report for Units of Local Government and distribute to the State Comptroller.

Assist the City's auditors by providing requested information to the auditors including meeting with auditors to ensure that the auditors are provided all necessary documents to prepare the City's annual audit.

Miscellaneous

- Attendance at all City Council Meetings
 - Attendance at all City Staff Meetings
 - Attendance at any meeting at the request of the City Manager.
 - Ability to make daily runs to City Hall.
 - Ability to make daily deposits at the City's banking institutions.
-
- **Qualification Requirements:** Hold an active certified public accountants license (CPA) with the State of Florida for the last 5 years.
 - 5 years of experience in upper management of a governmental finance department.
 - Experience in preparing municipal budgets
 - Experience with Truth In Millage (TRIM) compliance
 - Experience in preparing a Comprehensive Annual Financial Report (CAFR)
 - Experience with Federal and State single audit requirements.
 - Working knowledge of grant accounting administration.
 - Experience with obtaining Government Finance Officers Association(GFOA) awards
 - Working knowledge of governmental accounting and GASB pronouncements.
 - Experience in obtaining and maintaining covenants of capital project financing. Including experience with bridge loans and the state revolving loan program.
 - Working knowledge of construction accounting, specifically reviewing contractor's requests for payments, including retainage, stored materials and change orders.
 - Experience with the State of Florida lien laws and payment and performance bonds.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily with minimal supervision and a high degree of initiative and authority. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the

Language Skills:

Ability to read, analyze and interpret common technical journals, financial reports, written reports and communications and legal documents. Ability to compose written correspondence, reports, and memoranda. Ability to respond to common inquiries or complaints from customers, regulatory agencies, other governmental units, or members of the business community. Ability to effectively present information to top management, subordinate personnel, public groups, and the city council, boards and commissions.

Mathematical Skills:

Ability to add, subtract, multiply, and divide, using whole numbers, common fractions, and decimals. Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, and percentages.

Administrative Skills and/or Knowledge:

Knowledge of principles and practices of municipal government administration; knowledge of effective administrative techniques; knowledge, and ability to establish and maintain effective working relationships with elected officials, employees, department heads, City Manager, and representatives of other governmental units. Proficient level computer use skills.

Possession of a valid State of Florida driver's license.

Reasoning Ability:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret a variety of technical instructions and deal with concrete and abstract variables.

Public Relations:

Public relations will be an integral part of each employee's job. Employees will be courteous, helpful and conduct themselves in a manner which is appropriate for an employee in public service.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle or feel objects or controls for office equipment and word processors; and talk and

hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stand, walk, and stoop.

Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Corrected vision is necessary for driving.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level is usually normal for office area activities. Temperature level is normal for office activities.

SENIOR PLANNER

City of Marathon
Job Description



Job Title: Senior Planner

Department: Planning
Reports to: Planning Director
Supervises: N/A
Position: Full-Time, FLSA Exempt

Date: May 5, 2004

Summary:

Performs professional level duties providing staff services in the area of community planning, zoning, land management, historic preservation, and information resources including reviewing proposed developments to ensure compliance with the Land Development Regulations and Comprehensive Plan Policies; and implementing, evaluating and initiating amendments to City of Marathon's Comprehensive Plan through various planning processes and projects.

Essential Duties and Responsibilities:

Member of Planning Team provides personal planning services to the community.

Administration of development codes including land development regulations and subdivision regulations.

Coordinate plan review with other city divisions, consultants and developers; cooperate with long-range planning to maintain the city's comprehensive plan.

Oversee the maintenance of planning-level GIS layers including zoning, land use and comprehensive plan; and prepare exhibits, reports and recommendations on land use and zoning issues for the Planning Commission and occasionally the City Council.

Assists in preparation of the Marathon Comprehensive Plan, other city plans, and Land Development Regulations.

Cooperates in county, state and federal planning efforts affecting the Marathon area.

Directs the regular and special collection of demographic data; conducts surveys and research projects.

Assists public in answering questions regarding code compliance, violations, resolving disputes, Transfer of Development Rights (TDR's) and other agency rules and issues.

Attends Code Enforcement and Planning Commission meetings as an "Expert Witness" in regards to any code violations.

Assists in the management of city owned lands and tidelands including their use, development, lease,

Received: _____ Approved: _____
Employee: _____ Dept Head _____ Personnel _____ City Manager _____

acquisition, disposal, appraisal, and platting.

Performs other related duties as assigned.

Supervisory Responsibilities:

This position may have responsibility or authority, limited to the direction of the Planning Technician and temporary workers.

Qualification Requirements:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

Requires an accredited B.S. degree with major course work in urban planning or related field and six years' experience in professional planning work or equivalent field; excellent communication skills; ability to summarize and communicate in written and oral forms; be highly organized and detail-oriented; knowledge of state and federal programs and resources such as census, economic development, environmental, historic preservation, floodplain management, housing, and transportation; and experience with GIS and other computer applications and software including databases, spreadsheets and word processing. Advanced degree and AICP certification or Missouri Planner-In-Charge certification preferred.

Language Skills:

Ability to write clear accurate reports, business correspondence and procedure manuals. Ability to prepare concise, easily understood oral and written reports from information gathered, analyzed and interpreted from general business periodicals, professional journals, technical procedures, and government regulations. Ability to effectively present information and respond to questions from managers, other employees and the general public in a pleasant, courteous, and diplomatic manner.

Mathematical Skills:

Ability to work with mathematical concepts such as probability and statistical inference and fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Other Skills and Abilities:

Knowledge of the principles and practices of land use planning, land management, zoning, and building enforcement. Intermediate level computer use skills. Establish and maintain effective working relationships with city personnel and the public. Coordination with other city departments is an integral part of this job.

Possession of or the ability to obtain a valid State of Florida driver's license.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit for moderate periods; use hands to manipulate objects, tools, or controls; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 25 pounds.

Specific vision abilities required for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Corrected vision is necessary for driving.

Public Relations:

Public relations will be an integral part of each employee's job. Employees will be courteous, helpful and conduct themselves in a manner which is appropriate for an employee in public service.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Some work is conducted at public meetings and on a one to one personal basis at property locations throughout the community.

The noise level in the work environment is usually medium.

FEMA COORDINATOR

City of Marathon
Job Description



Job Title: Building-FEMA CRS Coordinator

Department: Planning

Reports to: Planning Director

Date: October 20, 2015

Position: Full-Time, FLSA Exempt

Summary:

Under direction of the Planning Director, the employee performs administrative and professional work as the City of Marathon Certified Floodplain Manager (CFM) and Community Rating System (CRS) Coordinator in the daily implementation of activities related to the National Flood Insurance Program (NFIP).

The employee will carry out the requirements of the 100 Year Floodplain Ordinance promulgated in the City's Land Development Regulations, (LDRs). The employee shall also develop an application to the FEMA Community Rating System (CRS program for rating and subsequent inclusion in the CRS program).

Under the requirements of the NFIP, the 100 Year Floodplain Ordinance, and with the guidance of the CRS Coordinator's Manual, the employee shall:

- Carry out the regulations of the 100 Year Floodplain Ordinance in all aspects of development review, permitting, construction, through Certificate of Occupancy (C.O.).
- Carry out the City's commitment to the NFIP CRS program.
- Work in an independent manner, without close supervision, and is expected to make independent decisions and judgments on Floodplain Management and CRS issues.

Essential Duties and Responsibilities:

- Monitors and coordinates department FEMA related projects and organizes tracking and follow-up to assure timeliness of reporting.
- Administers, and coordinates activities of city staff for plan review with the City's Flood Plain Ordinance, Pilot Inspection Program, compliance, data collection and entry for FEMA website, public education, pre and post disaster mitigation planning in coordination with the fire chief and building official.
- City's representative for the Local Mitigation Strategy Plan managed by Monroe County, quarterly and bi-annual reporting, and all facets of public and individual assistance programs.
- Coordinate with local, state, and federal staff whenever required at a local level to facilitate grants, essential duties and responsibilities.
- Helps administer contracts for debris and monitoring services related to disaster events.
- Works closely with the incident commander and/or fire chief; assists in training other staff for the purpose of using FEMA/NIMS forms to qualify for re-imbursment from FEMA whenever eligible.
- Attends meetings and conferences concerned with designated areas of responsibility. Acquires and maintains certification as deemed needed for this position.

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- Establishes and maintains effective working relationships with the general public, co-workers, elected and appointed officials and members of diverse cultural and linguistic backgrounds.
- Maintain all records required of the City under the CRS.
- Updates the FEMA database of repetitive loss structures, maintains Flood Insurance Rate Map (FIRM) files, oversees and updates Special Flood Hazard Area Maps; and does all City of Marathon FEMA mitigation grant proposal submissions, reporting, record keeping, reimbursement requests, and representation for Marathon mitigation projects and FEMA floodplain issues.
- This position is under the direction of the Planning Director for the Floodplain Management and Community Rating System matters.

Supervisory Responsibilities:

Carries out supervisory responsibilities in accordance with the organization's policies, chart, and applicable laws.

Qualification Requirements:

Moderate to high computers skills required.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

Completion of a Bachelor or Associates degree preferred. Work experience may be substituted for educational requirements. Work experience must include documented word processing skills, organizational skills, and excellent written and verbal communication skills. In addition, a high level of community interest, understanding of marketing and development processes, and familiarity of federal and municipal government is necessary.

Language Skills:

- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- The ability to write reports, business correspondence, and procedure manuals; read site plans, surveys, and construction plans.
- The ability to respond to common inquiries or complaints from employees, customers, regulatory agencies, other governmental units, or members of the business community.
- The ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Mathematical Skills:

Ability to add, subtract, multiply and divide, using whole numbers, common fractions, and decimals. Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, and percentages.

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Public Relations:

Public relations will be an integral part of each employee's job. Employees will be courteous, helpful and conduct themselves in a manner which is appropriate for an employee in public service.

Other Skills and Abilities:

Possess or the ability to obtain a Florida driver's license. Ability to meet the public in person or over the telephone in a courteous and professional manner; work harmoniously with numerous personalities; have a high level of initiative and be able to work with minimal supervision; be able to fit into a public/professional office environment; self-motivated; ability to effectively manage multiple projects, meet challenges and deadlines, maintain focus and appropriate conduct under pressure; familiarity of municipal government desirable; must be willing to work extra hours as required. Ability to maintain confidentiality is mandatory. Knowledgeable or have the ability to become knowledgeable of the terminology used in construction trades. Ability to gain a thorough knowledge of the Marathon City Code and the Florida Building Code. Ability to deal with the public in a pleasant and courteous manner, often in stressful situations; and establish and maintain effective working relationships with city personnel and the public.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit for moderate periods; use hands to manipulate objects, tools, or controls; and talk or hear. The employee frequently is required to reach with hands and arms, stoop, kneel, crouch, or crawl, and travel up and down stairs.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee may be in outside weather conditions. Temperature level is normal for climate controlled office activities. Weather conditions will vary at outdoor job site visitations and/or inspections.

The noise level in the work environment is usually moderate.

GRANTS COORDINATOR

City of Marathon
Job Description



Job Title: Grants Coordinator

Department:

Reports to:

Date: April 20, 2012

Position: Full Time

Summary:

This position is responsible for writing, assisting others with writing, expediting and the procurement of grants for the City of Marathon.

Essential Duties and Responsibilities:

Administer the following types of grants, but not limited to:

- Florida Recreation Development Assistance Grant
- Land & Water Conservation Grant
- Tourist Development Council Grant
- Florida Communities Trust Grant
- F.E.M.A. Grant
- Environmental Protection Agency Grant
- Florida Department of Transportation Enhancement Grant

This position requires the ability to read site plans, permit applications, blue prints, engineer specifications, surveys and cad drawings.

Position requires the operation of standard office equipment including personal computer. The ability to use GIS and specialized software is a plus. Proficiency in Excel is required.

Attendance at committee meetings after regular working hours is required approximately once per month.

Performs other related duties as assigned.

Qualification Requirements:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

Completion of a business degree or experience in a related field is a plus. Work experience may be substituted for educational requirements in some cases. Minimum two (2) years experience in procurement, documentation and administration of grants required. Work experience must include documented word processing skills, organizational and inspection skills, and excellent written and

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verbal communication skills. In addition, a high level of community interest, understanding of planning and development processes, and familiarity of federal, state and municipal government is necessary.

Language Skills:

Position requires the ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations; write reports, business correspondence, and procedure manuals, respond to common inquiries or complaints from employees, customers, regulatory agencies, other governmental units, or members of the business community. Need to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Mathematical Skills:

Position requires the ability to add, subtract, multiply and divide, using whole numbers, common fractions, and decimals, calculate figures and amounts.

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Public Relations:

Public relations will be an integral part of each employee's job. Employees will be courteous, helpful and conduct themselves in a manner which is appropriate for an employee in public service.

Other Skills and Abilities:

Possess or the ability to obtain a Florida driver's license. Must be able to communicate in a courteous and professional manner; work harmoniously with numerous personalities; have a high level of initiative and be able to work with minimal supervision; be able to fit into a public/professional office environment; self-motivated; ability to effectively manage multiple projects, meet challenges and deadlines, maintain focus and appropriate conduct under pressure; familiarity of municipal government desirable; must be willing to work extra hours as required. Ability to maintain confidentiality is mandatory.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit for moderate periods; use hands to manipulate objects, tools, or controls; and talk or hear. The employee frequently is required to reach with hands and arms, stoop, kneel, crouch, or crawl, and travel up and down stairs.

The employee must occasionally lift and/or move up to 40 pounds. Specific vision abilities required by this job include close vision.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee may be in outside weather conditions. Temperature level is normal for office activities though weather conditions will be experienced for outdoor job site visitations.

The noise level in the work environment is usually moderate.

PLANNING ADMINISTRATION

City of Marathon
Job Description



Job Title: Administrative Assistant II

Department: Planning
Reports to: Planning Director
Supervises: N/A
Position: Full-Time

Date: March 25, 2014

Summary:

This position is responsible for a variety of general office work and professional level duties providing office support services to the Planning offices.

Essential Duties and Responsibilities:

Receives all incoming calls to the department and directs calls to the proper person or takes messages as appropriate; distributes messages and mail.

Makes travel arrangements for the department and completes travel expense reports prior to forwarding them to the finance department.

Coordinates meeting locations and room reservations and assures that it is prepared appropriately for meetings.

Arranges and confirms meeting and appointment schedules for the department.

Screens department related citizen complaints and problems and addresses these issues whenever possible.

Performs secretarial and related work in a confidential capacity, including receiving and screening telephone calls, e-mail, correspondence, and visitors for the department and maintaining a directory of municipal and political contacts.

Orders office equipment and supplies, processes accounts payable and receivable.

Receives and classifies receipts for the department.

Assists in the processing of various department forms, contracts and/or permits.

Performs copying, faxing, distributing to departments, agencies and websites and filing of department documents.

Operates standard office equipment including personal computer, copier, fax and ten-key

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calculator.

Performs other related duties as assigned.

Supervisory Responsibilities:

Not applicable.

Qualification Requirements:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

A high school diploma or general education degree (GED) and three year experience in an office setting or an equivalent combination of education and related experience. Work experience must include documented word processing skills, organizational skills, and excellent written, verbal and computer communication skills.

Language Skills:

Ability to read and comprehend simple instructions, short correspondence and memoranda. Ability to write professional correspondence. Ability to effectively present information in one-on-one and small group situations to customers and other employees of the organization.

Mathematical Skills:

Ability to add, subtract, multiply, and divide, using whole numbers, common fractions, and decimals. Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

Reasoning Ability:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret a variety of technical instructions and deal with concrete and abstract variables.

Other Skills and Abilities:

Possess or the ability to obtain a Florida driver's license.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel objects, tools or controls; reach with hands and arms; and talk or hear. The employee frequently is required to sit; climb or balance; and stoop, kneel, crouch, or

crawl and travel up and down stairs.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, color vision, peripheral vision and depth perception.

Public Relations:

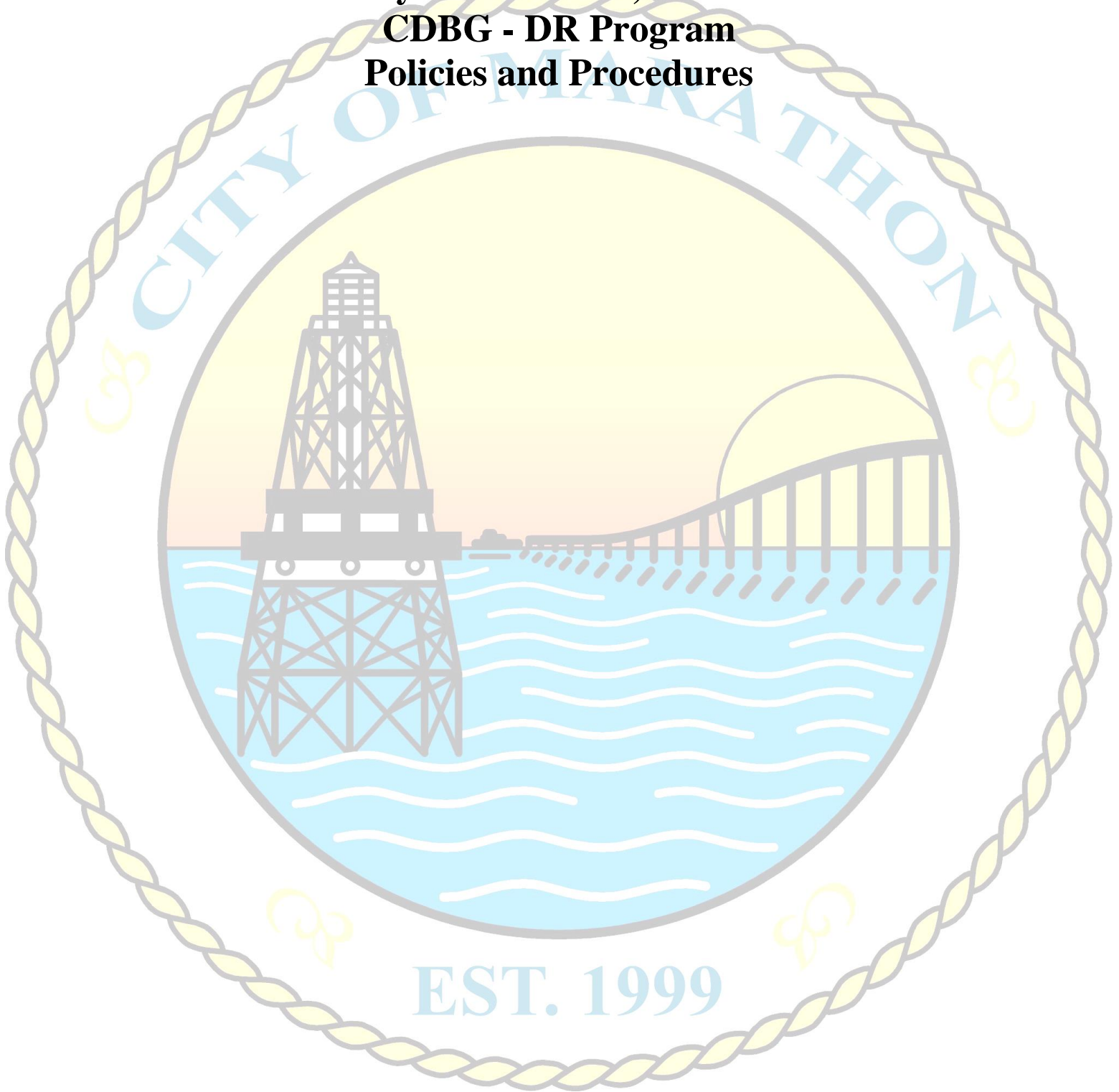
Public relations will be an integral part of each employee's job. Employees will be courteous, helpful and conduct themselves in a manner which is appropriate for an employee in public service. Must have ability to remain calm in stressful situations.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate

**City of Marathon, Florida
CDBG - DR Program
Policies and Procedures**



October 1, 2020
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EST. 1999

1. INTRODUCTION

The City of Marathon, Florida like the rest of the Florida Keys and the State of Florida is subject to the impacts of tropical storm events – tropical storms to Category 5 hurricanes.

In the past slightly over twenty (20) years, Marathon, Florida has been impacted by three hurricanes, Georges (1998), Wilma (2005), and Irma (2017). The city has also felt the brunt of several tropical storms, notably Isaak (2012). Inevitably, these types of events and impacts will continue and by all indications, may increase in frequency and severity.

This document was generated as a result of a CDBG-DR Voluntary Home Buyout (VHB) Subrecipient Agreement between the State of Florida, Department of Economic Opportunity and the City of Marathon, Florida. It is intended to assist the City in impacted residential as a result of Irma and limit personal and local government liability in the future, particularly in the most vulnerable areas of the City to major wind and storm surge events.

The Policies and Procedures Manual is intended to provide clear areas of responsibility to ensure consistent application of the procedures outlined in the manual. It is anticipated that circumstances will arise that will require deviations from the processes outlined in this manual. In those instances, the reason for the deviations need to be clearly documented and included in the subgrantees file. In some cases, these circumstances will require amending the Policies and Procedures Manual to include new or revised policies or procedures to accommodate these situations.

This document provides a framework for ALL CDBG-DR programs, perhaps with occasional or project specific modifications, but it intended to provide the policy and procedural framework for management of 2020 CDBG-DR VHB DEO Grant Agreement 10094.

Contingent upon CDBG-DR regulatory updates, subrecipient agreement requirements and revisions, the absence of all and any relevant crosscutting State and Federal regulation from the manual, and DEO Voluntary Home Buyout Program updates, the City of Marathon will remain flexible and receptive to updates and revisions to the City of Marathon, Florida CDBG – DR Program Policies and Procedures Manual, to facilitate and ensure compliance

2. FINANCIAL MANAGEMENT SYSTEM

The following parts detail financial management systems that will be utilized to maximize compliance and efficiency.

BUCKS Financial System

In compliance with the Common Rule, the City of Marathon, Florida utilizes the BUCKS Financial Management System. Based on delivering accurate and reliable financial data, BUCKS's core business logic is built on proven, functionally mature and industry-specific metrics. The City of Marathon, Florida's BUCKS Financial Management System delivers accurate, transparent, and efficient financial operations. BUCKS Financial applications make it easy to streamline and simplify all of the Department of Human-Community Services accounting operations throughout all

programs. With its versatile features and options, BUCKS connects financial data to the BUCKS General Ledger, a true multi-fund accounting system with automated Due To/Due From processing. The BUCKS system records Grant Awards, Obligations, Un-Obligated Balances, Assets, Liabilities, Expenditures and Program Income, plus a flexible Chart of Accounts is adaptable to program and projects' needs.

Additionally, BUCKS updates all balances in real-time with each transaction, connecting users to the most current, accurate information. BUCKS' Project and Grant Accounting provides an optional method for multi-year tracking of budgets, expenditures and revenues for user-defined projects.

This customizable system allows City of Marathon, Florida City of Marathon, Florida to provide the following:

- Accurate, current, and complete disclosure of financial results;
- Records that identify adequately the source and application of grant funds;
- Comparison of actual outlays with amounts budgeted for the grant;

Part (B). City Disaster Recovery

The City's finance system City of Marathon, Florida to submit financial and performance data to DEO & HUD regarding activities funded under CDBG-DR grants. The City's finance system provides the means for updating and reconciling grant award amounts, drawdown information, and current balances.

The City's Finance system provides users with the ability to create vouchers which are then reconciled with the drawn amounts to ensure accuracy of financial balances. After the vouchers are processed the City updates the status of the vouchers, enabling users to track the status of their draw-downs.

The following are the basic components of CDBG-DR database to be utilized by City of Marathon, Florida City of Marathon, Florida:

- Grants, Sub-funds, and sub-grants
- Consolidated Plan/Action Plan
- Projects
- Activity Setup
- Activity Funding
- Draw-Downs
- Accomplishment Reporting
- Reports
- Security and Data Access

3. ADVANCED FUNDING

The City of Marathon, Florida will not request advanced funding. All draw downs requests will be completed on a reimbursement basis.

4. PROGRAM INCOME

Program Income are earnings realized from Entitlement supported activities and may include such items as loan repayments, rent received, proceeds from sale of property, and lien repayments.

The City of Marathon, Florida will comply with HUD requirements found in 24 CFR 570.489. Program income received from loan proceeds/sales on grants are reprogrammed. The amount of the draw down is reduced by the amount of program income. Interest earned on HUD funded Revolving Loan Funds is returned to the HUD via wire transfer. Generally, the other programs do not receive program income. In the event that other program income is received it will be reported and returned to the appropriate funding agency.

5. SALARIES AND WAGES

The City of Marathon, Florida utilizes the ADP payroll system for the recording and reimbursement of administrative and program support staff. The ADP payroll system requires staff to certify payroll bi-weekly. The system shows the grants and programs worked on. Based on the time punches by employees, reports are created representing the exact hours pertaining to specific projects completed by staff. The payroll expense based on actual hours worked on each grant is charged bi-weekly. The following procedures are used for processing time sheets/payroll:

- All employees will be responsible for completing a time sheet on a bi-weekly basis.
- Leave will be recorded based on approved leave slips.
- Time will be distributed to grants based on activity.
- Time for programmatic activity will be documented on a supplemental timesheet.
- The supervisor will approve the time sheet.
- The Supervisor will record the time in the ADP Payroll System
- The HR Director will verify the accuracy of the timesheet.
- The Finance Director will approve the payroll.
- The Finance Department will submit a monthly payroll cost report.
- The Finance Director will determine the cost allocations based on the time sheets.

6. INDIRECT COSTS

The City of Marathon, Florida has an approved indirect cost plan. Indirect costs may be charged to grants that can absorb the additional administrative cost.

7. INTERNAL CONTROLS

The detailed procedures are designed to include internal controls required to provide for adequate safeguarding of assets and accurate financial reporting. The concepts, elements, and objectives of internal controls include the following:

Concepts:

The establishment and maintenance of a system of internal control is the responsibility of

management and should be under continuous monitoring and supervision.

Accounting control provides reasonable, but not absolute, assurance that the objectives of the system will be met.

Underlying effective internal control are the competence and integrity of personnel. Independence is their assigned function, and their understanding of defined procedures.

Elements:

The detailed procedures are designed to include internal controls required to provide for adequate safeguarding of assets and accurate financial reporting. The concepts, elements, and objectives of internal controls include the following:

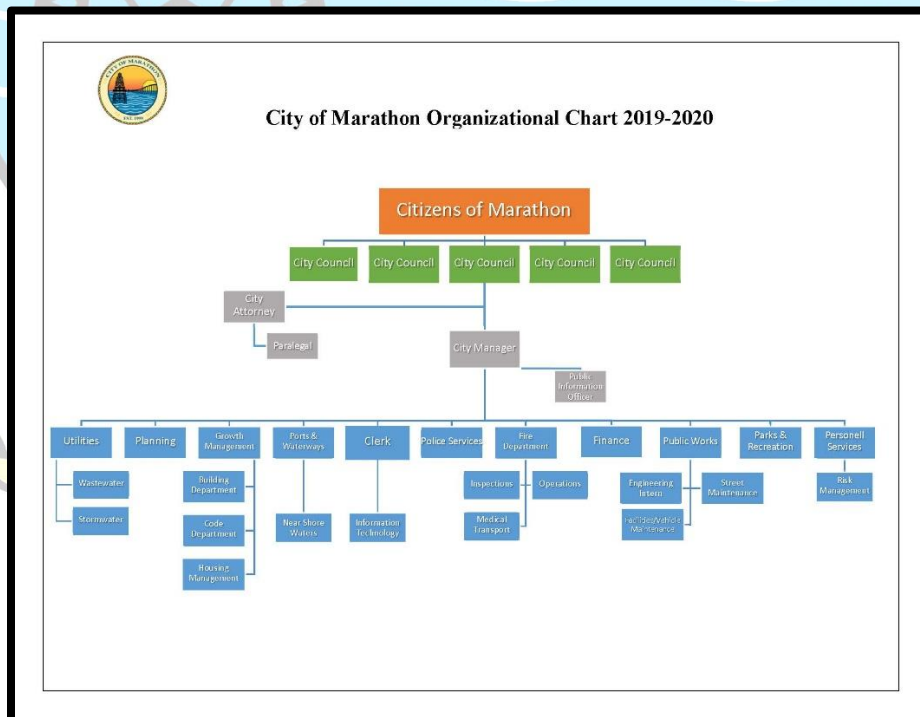
Objectives:

Adequate controls over cash receipts, cash disbursement and purchases, payroll, account reconciliation, and record keeping.

Organizational Chart

The City of Marathon, Florida is the Grantee for the receipt of grant funds. Grants are administered by the City of Marathon Finance Department. As the Grantee, the City of Marathon, Florida is responsible for the expenditure of funds in compliance with regulations and waivers, and any other local, State, or Federal requirements.

The City of Marathon, Florida provides the following chart displaying the organizational structure (subject to change by the Marathon City council) to be employed by the City for all programs.



Ethics & Job Performance

The City of Marathon adheres to a strict policy of personal, professional, and governmental code of ethics. Provided in the Code of Regulations, Chapter 2, Section 2-42, "Code of Ethics," and Chapter 112, PART III, "Code Of Ethics For Public Officers And Employees."

Adopted by reference. Not Attached herein

Staffing

The City of Marathon will oversee all activities and expenditures of awarded grants. Staff will be trained to execute project deliverables and ensure program compliance. The City of Marathon, Florida will also maintain a close relationship with Granter representatives and consult them throughout the grant program when guidance is required.

Lines of Authority

In establishment of its programs, the City of Marathon, Florida focused on creating a cohesive, cross-functional organizational structure that incorporates both horizontal and vertical lines of communication. In doing so, the City of Marathon, Florida will meet its organizational goals to:

Create clear approval controls that provide reasonable assurance that appropriate individuals approve recorded transactions in accordance with management's general or specific criteria;

- Establish controls over the design and use of documents that provide reasonable assurance that transactions and events are properly documented, recorded, and auditable;
- Establish controls over the design and use of documents that provide reasonable assurance that transactions and events are properly documented, recorded, and auditable;
- Assign segregation of duties to effectively reduce the opportunity for program participants to perpetrate or conceal errors or irregularities in the normal course of duties;
- Institute guidelines and policy that make clear all personnel are responsible for communicating upward the program participant's operating problems and noncompliance with laws and regulations; and
- Develop internal control standards that support the Department's ability to prepare financial statements that are fairly presented in conformity with generally accepted or other relevant and appropriate accounting principles and regulatory requirements

While each of the Divisional Components has specific and unique responsibilities they are required to overlap and perform-peer-to-peer review to identify errors or omissions in Program compliance.

Program Administration Sequence

Once the Action Plan is approved by HUD, the staff assigned to CDBG-DR will follow specific lines of responsibility and authority to facilitate the program.

Grant and Budget Establishment

All grant awards, obligations, unobligated balances, assets, liabilities, expenditures, and program income are tracked within the City's finance system.

Once the CDBG-DR Action Plan is approved by DEO HUD, a Grant Set up Form is completed by the Finance Director and approved by the Finance Director and City Manager. The GSUF includes an approved Commission Resolution as well as all information relative to the grant: type, name, amount, award date, awarding agency, grant period, matching requirements, description, special conditions/restrictions, and drawdown information. The set up form lists all the organizational and object codes for each grant. Organizational and object codes follow the approved grant budget. Once the GSUF is approved, an account is set up in the City's Financial Management System in both the grant module and the project module. The account information entered into City's financial system follows the GSUF.

The staff of the Finance Department will be responsible for entering all required information into the database. This internal grant record includes grant awards, obligations, un-obligated balances, assets, liabilities, expenditures and program income. Expenditures entered into the System will immediately be cross-referenced against all FEMA Grants to ensure no duplication of benefits. Expenditures are also detailed to identify their specific relation to eligible scope of work. If multiple funding sources are used for any particular project the System will allow for an allocation of project expense based on eligible work performed.

A full review of all documents, as well as eligibility and fiscal review, is completed by the Project Manager and the Finance Director. Once the Project Manager and the Finance Director approve the information it is sent to administrative staff for contract cover sheet assembly and processing. If an issue is identified as a problem, it is brought to the attention of the Project Manager immediately. The Project Manager sets up a meeting to review the documents and resolves all issues.

Throughout the Project Life-Cycle the Project Manager and the Finance Director are responsible for receiving and tracking Project Status Reports and invoices for each contract. The Project Manager reviews the Project Status Reports submitted by the consultant. The Accountant matches the invoice to the correct contract and purchase order and reviews the fiscal expenditure for contract compliance. Following review, the Project Manager and the Finance Director sign the invoice authorizing payment. If no negative findings are identified, the Finance Director signs the invoice and forwards it to the City Manager for signature and then returns to the Finance Director for processing. The expenditure is then entered into City's accounting system by the Finance Department. The expense is liquidated against the purchase order and approved and entered into the City's finance system and a check is issued.

The finance system will not allow for payments/encumbrances that exceed the purchase order/contract amount or the grant award.

Financial Management

Uniform Administration – Cost Principles & Audit

The City of Marathon, Florida herein adopts Chapter 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award as a general policy and procedure for the management of federal grants.

Financial Management

All drawdowns from DEO and HUD or other funding agencies are prepared by the Finance Director based on actual expenditures shown in the finance system. The Finance Director reviews the draws against the City's finance system. Once approved, the Finance Department then enters the request into the City's database. The Finance Director then approves the draws in the database and sends an expected funds alert to the Treasurer's office based on the draw-down request. This alert tells the Treasurer's office of an incoming wire and for what project the funds are associated with.

All funding of activities, draw-downs and close outs in the City's CDBG-DR Database are reconciled with the City's finance system by the Finance Director and the City Manager. Year to date budget reports are run quarterly by the Finance Director on each grant and the draw-downs in CDBG-DR database are based on actual expenditures.

Quarterly, a full Program Reconciliation is performed by the Finance Department to balance all expenditures in the City's respective Finance software. As with the quarterly review, the Project Manager reviews the Quarterly Report before submission to the Finance Director and City Manager for approval.

Contract Close-Out

A contract will be considered "out of compliance" for late or incomplete reports, unresolved programmatic issues, monitoring findings, and/or audit findings. The contract shall remain "out of compliance" until all issues have been satisfactorily resolved. The Project Manager and the Finance Director notifies the Project Manager when a contract is complete and can be closed out in the City's finance system and CDBG-DR and other internal data-bases. The close out form is required or an updated accomplishment narrative if the National Objective has not been met at that time. Once all expenditures have been processed and all revenue has been received, grant close out begins.

The Project Manager requests the close out. The City's Finance office then verifies all expenditures and revenues have been received and the grant can be closed. Notification is promptly delivered to DEO by the Director requesting the grant be closed.

Procurement

Purchases:

City Departments adhere to the City of Marathon, Florida City of Marathon, Florida Purchasing procedures. The City of Marathon, Florida herein adopts Chapter 2 CFR 200.317 to 200.326, a part of 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award" as a general policy and procedure for the management of federal grants. Adopted by reference and available at the City offices.

Any item over \$5,000 will require approval from the City Manager. Any amount between \$5,000 and \$35,000 may be approved by the City Manager. Any amount over \$35,000 will require approval by the City Council.

Contracts

All contracts are competitively bid through an RFP process. An advertisement requesting proposals is published in a newspaper of general circulation as well as a minority newspaper. All proposals are rated by a committee and the lowest proposal is selected. If there is a case where the lowest bid is not selected, written justification will be provided. All sole source contracts will be approved by the awarding agency prior to approving Contractors awards.

Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in following paragraphs of this section apply. Generally, the City utilizes Demand Star for its bid process.

- In order for sealed bidding to be feasible, the following conditions should be present:
- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and lifecycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- Any or all bids may be rejected if there is a sound documented reason.

Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the

maximum extent practical;

- Proposals must be solicited from an adequate number of qualified sources;
- The City of Marathon, Florida must follow the written method for conducting technical evaluations of the proposals received and for selecting recipients
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

Competitive proposal procedures may be used for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort

All contracts will be developed in compliance with appropriate local, state and federal standards for procurement and contracting and will include clauses for Davis- Bacon labor standards and Duplication of Benefits. In particular, the City will carry out a Cost and Price Analysis of services requested pursuant to 2 CFR 200.323, "Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards" which requires the City to perform a cost or price analysis for every procurements action. This process will typically be carried out by City staff. However, in the event that staff does not have the expertise necessary to complete such an analysis, the City will seek experience and expertise from other professional sources. In general, the City would seek cost break-downs for the services requested such that a thorough analysis is possible. Equally, the City will endeavor to make its requested Scope of Services clear and detailed enough a precise cost analysis of services proposed in an RFP is possible. Once an RFP is accepted and services contracted, any change orders are subject to the same price and cost analysis prior to acceptance.

Contracts must be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

Payment Processing

The Contractors to the City submits their requests for reimbursement based on the budgets attached to the contract. Funds are released on a reimbursement basis only and source documentation is required. Source documentation may include, but is not limited to, time and attendance records, payrolls, invoices, canceled checks, paid bills, purchase orders, and other sufficient documentation to justify the expenditures. In addition to source documentation, all requests for payment must include a status/progress report. The Finance Director matches the invoice to the correct contract and purchase order and reviews the fiscal expenditure draw for contract compliance.

Following the review, both programmatic and fiscal, the Program Manager and the Accountant sign the invoice authorizing payment and submits it to the Director. If deficiencies are found, the Contractors is notified immediately. Payment is contingent on 1) expenditures being in accordance with the contract; and 2) satisfactory monitoring with no other outstanding issues. If no negative

findings are identified, the Director signs the invoice and forwards it for processing.

Conflict of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest 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 herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

SECTION 8: DOCUMENT CONTROL AND REPORTING

All documents used by staff will be standardized, properly documented, recorded, and auditable. Records, applications, and support documents related to the grant shall be retained for the greater of seven years from close-out of DR grant award, final audit acceptance, or the period required by other applicable laws and regulations. Files will consist of source documentation, including contracts and sub grant awards and will be maintained in hard copy files. The City of Marathon, Florida's BUCKS system will also retain all source documentation and accounting records for the same period.

A quarterly performance report will be submitted to HUD no later than 30 days following the end of each quarter after grant award and continuing until all funds have been expended and all accomplishments have been reported. Each quarterly report will include information about the uses of funds during the applicable quarter including (but not limited to) the project name, activity, location, and national objective; funds budgeted, obligated, drawn down and expended; the funding source and total amount of any non-CDBG-DR funds to be expended on each activity; beginning and completion dates of activities; achieved performance outcomes; status of quarterly spending estimates and completion targets for each project; and the race and ethnic status of persons assisted under direct-benefit activities. Quarterly reports to DEO will be submitted using the City's financial systems system and within 3 days the City will post the submitted report to its official website.

The City will maintain on its website critical information on project scope, budget and delivery status. The website will provide access to CDBG-DR plans and project reports. All critical information will be updated at least quarterly. Action Plans, Amendments, Performance Reports including all activities as described in the CDBG-DR Action Plan, and Quarterly Reports will be available on this site

SECTION 9: OVERALL BENEFIT OF LOW/MOD INCOME PEOPLE

The overall benefit waiver in the Federal Register Notice dated March 3, 2013 provides that 50% of total CDBG-DR funds awarded must benefit low and moderate income persons.

SECTION 10: PROGRAM ADMINISTRATION COSTS LIMITATION

In accordance with 24 CFR 570.200, 24 CFR 570.205 and 24 CFR 570.206 no more than 5% of total CDBG-DR grant awards will be used for program administrative costs.

Under the CDBG-DR Voluntary Home Buyout Program, the City recognizes that it may only charge of “Activity Delivery Costs.”

SECTION 11: PUBLIC SERVICE CAP

In accordance with 24 CFR 570.201 no more than 15% of the total amount of CDBG-DR funds awarded will be used for Public Services. As noted immediately above, the City recognizes that under the CDBG-DR Voluntary Home Buyout Program, it may only charge of “Activity Delivery Costs.”

SECTION 12: QUALITY ASSURANCE / QUALITY CONTROL

The City of Marathon provides the attached Quality Assurance / Quality Control Plan (Attachment 1). It is intended to be utilized for City project development and planning related documents. It can be modified to serve multiple project elements and functions, from administration to environmental review (ERR) to legal services.

SECTION 13: DETECTION/PREVENTION FRAUD, ABUSE OF FUNDS AND DUPLICATION BENEFITS

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) requires that recipients of federal disaster recovery funding make certain that no, “person, business concern or other entity” will receive duplicative assistance.

A Duplication of Benefits occurs when:

- A beneficiary receives assistance, and
- The assistance is from multiple sources (i.e. private insurance, FEMA, NFIP, non-profits, City, State, etc.), and
- The assistance amount exceeds the need for a particular recovery purpose.

To identify and assure that Disaster CDBG assistance does not duplicate other funds received for the same the same activity (i.e. does not replace other funds received), the City of Marathon, Florida will use the following process steps to prevent a DOB from occurring:

- Identify the total need for assistance prior to any assistance being provided.
- Identify all potentially duplicative assistance received or to be received.
- Deduct assistance determined to be duplicative.
- Determine maximum award.
- Determine program cap (if applicable).
- Determine final award.

The following is an example of the use of the six step process:

1. Applicant’s total need prior to any assistance \$100,000

2. All potentially available duplicative assistance	\$35,000
3. All potentially available duplicative assistance	\$35,000
4. Maximum eligible award (item 1 less item 3)	\$70,000
5. Program cap (if applicable)	\$50,000
6. Final award (lesser of items 4 and 5)	\$50,000

Since disaster recovery needs are calculated at one point in time, subsequent circumstances may occur that affect need. If, after the assistance has been calculated and/or a CDBG award has been made, an applicant can demonstrate a change in circumstances, the award calculation may be subsequently reevaluated to take the increased need into consideration. Such changes in circumstances may include: vandalism, contractor fraud, an increase in the cost of materials and labor, a change in local zoning law and building codes, or subsequent damage to a home or business that was partially repaired. However, the reevaluation must be done before the initial need for which assistance was granted has been fully met (e.g. before a damaged house is fully repaired).

Once funds are awarded, minus any determined DOB, the applicant is required to notify the City of Marathon of the receipt of any additional funds received for the same activity. In the event funds that additional funds are determined to be a DOB, funds will be withheld from future pay requests. In the event that all funds have been expended and a DOB is identified, the applicant will be required to repay the funds for return to the U.S. Treasury.

In order to ensure the proper disbursement of grant funds, the City of Marathon, Florida shall remain in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as Office of Management and Budget Circulars A-87, A-133 and 24 Code of Federal Regulations Part 85 (Uniform Administrative Requirements). The City of Marathon, Florida will particularly emphasize mitigation of fraud, abuse and mismanagement related to accounting, procurement and accountability which may also be investigated. The City of Marathon, Florida will monitor the compliance of applicants as DEO and HUD will monitor the City of Marathon.

The City will utilize its in-house team to make sure that all applications are complete, including a review of ownership with the Monroe City of Marathon, Florida Property appraiser's data. The City will then utilize its Legal Team to verify ownership and title. The City will utilize its Inspection Services Team to validate extent of damage resulting from Hurricane Irma. The City will utilize its Real Estate Appraisal Team to validate value. Note, the City will utilize values from the Monroe City of Marathon, Florida Property Appraiser's (MCPA) office. However, MCPA values are typically approximately twenty percent (20%) below value. The City will also utilize contractors with professional qualifications and certifications to audit the City's review of services procured under its respective CDBG-DR grant agreements, in particular CDBG-DR VHB.

In addition to the steps, the City of Marathon will utilize its Quality Assurance / Quality Control Plan to detect and prevent fraud in this CDBG-DR Voluntary Home Buyout Program. We see the greatest potential for fraud in several areas of review (Project Dependent):

- Ownership
 - Including mortgage components
- Structural damage

- Building & Property Value
- Extent of damage
- Title

SECTION 14: FEDERAL DEBARMENT/SUSPENDED LIST

HUD regulations at 24 CFR Part 24 and 24 CFR Part 85.35, prohibit the use of HUD financial assistance to directly or indirectly employ, award contracts to, or otherwise engage the services of, or fund any contractor or Developer during any period of debarment, suspension, or placement in ineligibility status

As part of property-specific CDBG-DR grant or loan agreements, developers and other contractors are required to provide certification that neither the developer/contractor nor its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the covered transaction.

The System for Award Management (SAM) (<https://www.sam.gov/portal/SAM/#1>) is an electronic, web-based system that identifies those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

SECTION 15: MONITORING

For CDBG-DR Voluntary Home Buyout projects, the City will utilize its in-house team to make sure that all applications are complete, including a review of ownership with the Monroe County, Florida Property appraiser's data. The City will then utilize its Legal Team to verify ownership and title. The City will utilize its Inspection Services Team to validate extent of damage resulting from Hurricane Irma. The City will utilize its Real Estate Appraisal Team to validate value. Note, the City will preliminarily utilize values from the Monroe County Property Appraiser's (MCPA) office. However, MCPA values are typically approximately twenty percent (20%) below value.

The City will continuously monitor awardees. The City will determine the areas to be monitored, the number of monitoring visits, and their frequency. Any entity administering CDBG-DR funding will be monitored not less than once during the contract period. The monitoring will address program compliance with contract provisions, including national objectives, financial management, and the requirements of 24 CFR Part 58.

The City will oversee all activities and expenditures of the CDBG-DR funds. Existing City employees will be utilized, and additional personnel and contractors may be hired to aid in the administration of, and to carry out, recovery programs. Not only will these personnel remain involved in ensuring that there are layers of financial control, they also will provide technical assistance to the City, and will undertake administrative and monitoring activities to better assure compliance with applicable requirements, including, but not limited to, meeting the disaster threshold, eligibility, national objective compliance, fair housing, nondiscrimination, labor standards, environmental regulations, and procurement regulations at Part 85

Each activity funded will meet the disaster threshold and one of HUD's three national objectives,

with emphasis on achieving the primary national objective of benefiting low- and moderate-income persons and will be an eligible activity. The City will perform the monitoring in accordance with a CDBG-DR monitoring plan.

The City will further maintain a high level of transparency and accountability by using a combination of risk analysis of programs and activities, desk reviews, site visits, and checklists modeled after HUD's Disaster Recovery Monitoring Checklists and existing monitoring checklists used in monitoring regular program activities.

The City will determine appropriate monitoring of grants, taking into account prior CDBG-DR grant administration performance, audit findings, as well as factors such as the complexity of the project. The primary purpose of the City's monitoring strategy is to ensure that all projects comply with applicable federal regulations and are effectively meeting their stated goals. The frequency and areas monitored will be determined by a risk analysis. All projects will be monitored at least once on-site during the life of the activity.

The City will determine the areas to be monitored, the number of monitoring visits, and their frequency. The City will continue to follow all guidelines it uses to monitor projects funded under the regular CDBG program. The monitoring will address program compliance with contract provisions, including, but not limited to environmental reviews, fair housing, Section 3 compliance, compliance with the Davis-Bacon Act as well as other labor standard provisions, procurement regulations, fair housing and equal opportunity requirements, and compliance with the OMB A-87, program income, and other CDBG financial requirements

The City has an established a monitoring plan, as provided in outline below (Page 18), that governs the oversight of all Contractors and interdepartmental contract agreements including: Community Development Block Grant (CDBG); CDBG-DR Voluntary home Buyout and Infrastructure Repair). This monitoring plan will be implemented for the CDBG-DR Program with internal monitoring via the City's Financial software systems, project reports, and strong internal procedures. For these projects and others implemented by City departments (Public Works), the City staff fully understands and incorporates program requirements. The City's program also undergoes an annual performance audit, to ensure compliance with HUD regulations.

Monitoring Objectives

The City will be knowledgeable about the content and operation of the City's compliance and ethics guidelines. The City will exercise reasonable oversight for the implementation and effectiveness of any Contractors programs, through the following objectives:

Assuring that Contractors with operational responsibility are monitored through regular ongoing risk assessment; regularly performing and reviewing risk assessments; and recommending and assuring that appropriate steps are taken to design, implement, or modify compliance activities to reduce the compliance risks identified by risk assessments.

Assuring that compliance roles and responsibilities are clearly established across the sub-recipient's system and that due care is taken in delegating substantial authority.

Assuring that Contractors to the City's grants implement standards of conduct, policies, procedures and internal control systems reasonably capable of ensuring compliance and reducing misconduct within their organization.

- Exercising reasonable oversight over compliance activities, to include requesting and receiving information on the implementation and effectiveness of the compliance and ethics program from individuals with day-to-day operational responsibility.
- Assuring that the Contractor's compliance standards, procedures and expectations, are effectively communicated through technical assistance and other appropriate means.
- Assuring that reasonable steps have been taken to achieve compliance with regulations, policies, and procedures throughout the Contractor's organization through the use of reasonably designed auditing and monitoring systems as well as periodic evaluation of the compliance program's effectiveness.
- Assuring that Contractor's maintain an effective mechanism for employees to report or seek guidance regarding potential or actual wrongdoing, including mechanisms to allow for anonymous reporting, and appropriate safeguards to protect against potential retaliation.
- Assuring that compliance is promoted and enforced consistently throughout the sub-recipient agency.
- Reporting on the implementation and effectiveness of the compliance program.
- Taking such other actions, or making such other recommendations, as are necessary to promote an ethical organizational culture.

Team Members

Monitoring will be carried out primarily by the Project Manager and the Finance Director. The Director will oversee all monitoring activities.

Monitoring Activities

The monitoring activities will consist of comprehensive and thorough procedures to meet the monitoring objectives above. These procedures and monitoring activities will be documented through the project life cycle and will vary according to their need. The Project Manager and the Accountant will conduct reviews, monitoring, and internal audits of Contractors at the Finance Department and onsite at any Contractors' place of business. The City Manager and Finance Director will review all monitoring and compliance reports related to the Project Manager.

A comprehensive system has been developed by the City for Contractors to ensure compliance with program and budget requirements. This system will be used for the CDBG-DR Grant. In the event that the City has contractual agreements with Contractors those agreements will require compliance with programmatic statutes and regulations. The City is responsible for ensuring that Contractors comply with all DEO and HUD regulations and are achieving their performance objectives within the contractual schedule and budget and performance measurement system. With DEO, the City utilizes a coordinated project monitoring process, including coordinated fiscal and program on-site monitoring visits.

Main program files for CDBG-funded programs and projects are maintained within City's central file system, but the programs and projects are managed by program delivery staff within their respective departments. The City has primary responsibility for long-term compliance with program

and comprehensive planning requirements. In addition, City staff members oversee the fiscal monitoring of all activities funded through CDBG and CDBG-DR.

The CDBG-DR monitoring process will include these essential components:

MONITORING PLAN

1. INITIAL EVALUATION – An initial evaluation will be conducted for each Contractor and sub-grantee. This initial evaluation will take place during project development and once a contract has been executed. The initial evaluation will consist of a survey and a number of questions designed to assess the risk factors and the need for additional monitoring.

2. PRE-MONITORING – Pre-monitoring will primarily consist of technical assistance and on-site reviews of Contractors. The purpose of pre-monitoring is to more specifically review the policies and procedures of the Contractors in meeting their compliance objectives. It will also determine the adequacy of the on-going monitoring efforts and program objectives.

3. PROGRESS REPORTS — All Contractors are required to submit status reports to their Project

Manager. Reports are reviewed by Program Manager to ensure that Contractors are undertaking the activities contained within the Scope of Service and that they have achieved or are making diligent efforts to achieve the goals and objectives contained within the contract

4. MONITORING SCHEDULE-Project Managers maintain a master contract schedule to track the dates and results of monitoring for all Contractors. The schedule measures each contract against six risk factors.

- RISK FACTOR 1: Contractor is new to the program
- RISK FACTOR 2: Turnover of key staff
- RISK FACTOR 3: Prior compliance or performance problems
- RISK FACTOR 4: Contractor is carrying out a high-risk activity (e.g. economic development)
- RISK FACTOR 5: Multiple CDBG Contracts for the first time.
- RISK FACTOR 6: Reports not turned in on time

Any contract not included in the program monitoring schedule is subject to "bench monitoring." This process involves contract scope review and review of monthly report forms and monthly narratives submitted by the Contractors.

5. ON-SITE MONITORING -A notification letter is sent to the Contractors confirming the date and the scope of the monitoring and a description of the information that will be required at the visit. At the visit, the monitor reviews project files to verify: (1) that the activities undertaken by the Contractors are appropriate to satisfy the contractual

obligations; (2) the accuracy of the information contained within the monthly progress reports; and (3) that the Contractors is properly administering and implementing the program within federal guidelines. In addition, the monitor ensures that the Contractors is achieving or making diligent efforts to achieve the goals and objectives stated in the contracts scope of service.

6. FOLLOW-UP -as a follow-up to a monitoring visit, the monitor will send a determination of compliance letter notifying the Contractors of the monitoring results. The letter will detail the purpose of the visit, provide feedback, and address areas for improvement, if necessary. If the monitor identifies findings, a corrective action plan will be required. If the monitor has any concerns, specific recommendations will be provided to the Contractors. The Contractors will be required to provide to the City a written response describing how the Contractors will resolve any findings and correct any deficiency identified in the letter. Upon receipt of a sub-recipient's response to identified findings or concerns, the monitor will determine if a follow-up site visit is necessary to ensure that (1) corrective action was taken; and (2) the agency is now complying and performing in accordance with its contract. If the Project Manager/Accountant is not satisfied with the corrective action taken by the Contractors, the findings are sent to the Director for further action
7. CLOSE-OUT -This operation will generally follow the close-out procedures as required by HUD and the City. The Project Manager, Finance Staff, Finance Director, and the City Manager through the utilization of the Activity Close-Out Form will be responsible
8. LONG TERM COMPLIANCE -Projects that have long-term compliance requirements are monitored annually to ensure compliance with funding terms. The City's monitoring policy requires unit inspections and tenant rent and income certifications of Federally-assisted properties. All rental units subsidized with CDBG, CDBG-DR, and Lead Based Paint Hazard Control funds must be recertified to determine that the rent and/or income remains in compliance with the HUD rent and/or income limits for the project and that the units are occupied by income-eligible tenants. In addition, every Federally-assisted unit is inspected to determine compliance with HUD's Housing Quality Standards.

SECTION 16: TIMELINESS OF EXPENDITURES

The City uses regular monitoring and reporting to ensure that timeliness standards are met. The CDBG-DR Finance Department will provide quarterly spending estimates and completion targets for each project. The Project Manager will track expenditure and completion targets on a monthly basis. At the time of each quarterly report in the City's finance programs, the Project Manager will compare the actual expenditures and completion rates against the projected expenditures and completion rates within finance programs. The Project Manager will identify any discrepancies and report the findings to the responsible City staff. Where there are discrepancies, they will work with Contractors to create a plan to return to the anticipated schedule or revise the schedule, as necessary. Adjustments and revisions will be submitted to the Project Manager and Director for pre-approval before moving forward to the City Commission for final approval. Once approved, the adjustments and revisions

will be entered into DRGR. Where projects become stalled and will be unable to be completed timely, the Finance Director will reprogram funds to a different activity within the current Action Plan. All revision will be entered into the City's finance software by the Finance Department in the next quarter after the project/activity has been cancelled and funds have been identified.

SECTION 17: CONTRACTORS (CONTRACTORS) REQUIREMENTS

Contractors are required by the City to follow all applicable laws, standards and regulations related to the HUD CDBG-DR Program as well as all other State, Local and Federal laws. As described in Section 15: Monitoring, the City has established strict reporting and compliance measures for all Contractors.

Prior to executing the contract, the following need to be resolved to the City's satisfaction within 90 days after the contract award date:

"Readiness to proceed" issues regarding the current award; and

Outstanding issues on existing contracts regarding compliance with program requirements.

The City desires that each Contractors performs all projects in a timely manner meeting all reporting and compliance measures. The City requires Contractors to demonstrate capabilities and capacity to perform all duties required by contract with the City. The City provides technical assistance to ensure that Contractors have policies and procedures in place to meet the requirements of all State, local, and Federal laws. Additional reporting requirements(i.e., annual audits, contractual obligations, labor and minority business enterprise reports, as applicable) will be specified in the contract documents.

SECTION 18: AUDITS

Audit Requirements

Audits are required for non-Federal entities that expend more than \$500,000 or more in a year of Federal awards. The City undertakes an annual outside audit performed according to the standards of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations." An outside audit pursuant to OMB A-133 is required for all Contractors expending \$500,000 or more a year. This requirement is included in all Contractors agreements. Audits must be undertaken annually, with one exception.

OMB Circular A-122 "Cost Principles for Non-Profits"

This circular establishes principles for determining allowable costs under grants, contracts, and other agreements with nonprofit organizations.

Allowable Costs

To be allowable under Federal awards, costs incurred by the City or any Contractors of Federal dollars must meet the following general criteria:

- Be necessary and reasonable for proper and efficient performance and administration of Federal

awards.

- Be authorized under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be adequately documented.

The City and contract awardees are subject to the Single Audit Act. A Single Audit encompasses the review of compliance with program requirements and the proper expenditure of funds by an independent Certified Public Accountant. All findings and associated evidence will be reported directly from the independent Certified Public Accountant to the Office of Internal Audit and the Commission. A corrective Action Plan is then completed by the City and submitted to the independent Certified Public Accountant to accompany the Audit file of that year.

SECTION 19 FAIR HOUSING, EQUAL OPPORTUNITY EMPLOYMENT, & SECTION 3

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

A “section 3 resident” is:

- a public housing resident; or
- a low- or very low-income person residing in the City of Marathon, Florida where the Section 3 covered assistance is expended.

A Section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

The City is committed to the spirit and intent of these various laws, rules and regulations in the administration and operation of this program and will strive to ensure that all applicants receive fair access and treatment in the receipt and review of all applications in response to request for assistance and in the distribution of its funding resources for programs and services based on availability

SECTION 20: UNIFORM RELOCATION REQUIREMENTS

The City shall ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of CDBG activities pursuant to 24 CFR 570.606.

When contemplating any project or program, the City shall:

- Gather complete information identifying all tenants and owners who might be affected.
- Immediately inform any tenant or owner that they are entitled to information and counseling and they should not move unless specifically required to do so until they have received formal notices. Inform them that moving before that has occurred may cause them to give up rights.

Generally, a displaced person under the URA is an individual, family, partnership, association, corporation, or organization which moves from their home, business, or farm or move their personal property, as a direct result of acquisition, demolition, or rehabilitation for a federally funded project. Relocation of displaced persons shall be in conformance with Section 104(d) of the Housing and Community Development Act and the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended, with the exception of the waivers granted in the Federal Register Notice dated March 5, 2013.

SECTION 21: FEDERAL LABOR STANDARDS & DAVIS-BACON WAGE RAGE RATES

Federal labor standards provisions are applicable to construction work financed in whole or in part with CDBG-DR funds, except that construction work involving residential property with less than 8 units is exempt. Federal labor standards provisions involve 3 key requirements:

- Payment of not less than prevailing (Davis-Bacon) wage rates to all laborers and mechanics employed by contractors and subcontractors;
- Compensation for overtime hours (hours worked over 40 in a work week at the site of the

covered work) at no less than 1Yi the regular basic rate of pay;

- The certification and submission of weekly payroll reports for each week work is performed at the site of the covered work.

Both Federal and State Labor Standards and Prevailing Wages are included in all CDBG-DR bids and contracts distributed by the City. Contractors are required to submit weekly certified payrolls forms throughout the duration of work performed that document prevailing wages paid to all eligible employees. Certified payroll forms are reviewed by the Project Manager for compliance with both federal and state prevailing wage requirements. Original certified payroll documents are retained by the City.

SECTION 22: INSURANCE REQUIREMENTS

All Contractors/Vendors/Developments/Contractors, with the exclusion of internal City Departments, that will be receiving and/or administering CDBG-DR funds shall provide certificates of such insurance at the time of execution of contract:

- Worker's compensation and employer's liability insurance as required by City providing coverage for all claims.
- Comprehensive automobile and vehicle liability insurance covering claims based on personal injuries, including death, and/or damages to property arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with not less than \$1,000,000.00 single limits and \$2,000,000.00 aggregate limits.
- Commercial general liability insurance covering claims based on personal injuries, including death, or damage to property arising out of any act or omission of the Contractor/Vendor/Developer/Contractors or of any of its employees, agents, or subcontractors, with not less than \$1,000,000.00 single limits and \$2,000,000.00 aggregate limits.

These amounts are subject to general adjustment and modification for specific projects pursuant to the City Procurement policies. The City shall be named as an additional insured and the Contractor/Vendor/Developer/Contractors waives subrogation against the City as to said policies. The policies will provide that they will not be cancelled without 30 days prior notice to the City. The insurers will be authorized to do business in Florida. The Contractor/Vendor/Developer/Contractors shall require the same insurances from its Sub-contractors. Title Insurance Developers of CDBG-DR funded projects that include acquisition and development shall provide the City with title abstracts as requested. In addition, the Developer shall provide and maintain title insurance on the property to the City in an amount equal to 100% of the grant amount.

SECTION 23: ENVIRONMENTAL REVIEW

CDBG-DR requires that an environmental review be completed for every activity before funds (even

non-CDBG-DR funds associated with the activity) are committed or expended.

Such environmental reviews must comply with the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed at 24 CFR Part 58. An environmental review must be conducted considering federal laws, authorities, and regulations which address noise, air quality, historic floodplains, wetlands, water quality, solid waste disposal, man-made hazards, farmlands protection, wild and scenic rivers, coastal areas, endangered species and others.

In accordance with 24 CFR Part 58, recipients, owners, developers, sponsors or any other third party partners cannot take any physical actions on a site, begin construction, commit, expend, or enter into any legally binding agreements that constitute choice limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and the jurisdiction has received a Release of Funds approval.

Tier I Review: Target Area Assessment

The City conducted a tiered environmental review under 24 CFR 58.15 for the CDBG-DR Action Plans.

A tiered environmental review allows for a general assessment of the impacts of an activity on the environment prior to identification of a specific site. The Tier 1 review addresses and analyzes those environmental impacts related to the proposed activities that might occur on a typical site within the geographic area. The Tier 1 review also assesses project effects related to a longer list of environmental factors (e.g., compatibility with surrounding land uses, conformance with zoning plans, nuisances that affect site safety, displacement of people or businesses, solid waste management, etc.). All environment compliance requirements satisfactorily resolved in this first level of review, meaning findings of no significant impact or impact requiring mitigation, are excluded from any additional examination or consideration once the Tier 1 review is completed. The Tier 1 review identifies those compliance requirements that cannot be resolved until specific project locations become known. Site specific issues that cannot be resolved in a Tier 1 review may include: aboveground storage tanks that present a safety hazard to buildings and occupants of buildings; new residential units located in close proximity to a freeway that generates high levels of noise; soils that aren't suitable for multifamily structures; asbestos removal that may be necessary; or other potential impacts. The Tier 2 Site Specific Review will address such issues.

Tier II: Site Specific Project Review

A review for each individual property is required once sites are selected. The Tier 2 review focuses only on the environmental compliance requirements that could not be resolved in the Tier 1 Target Area Assessment. The City performs the Tier 2 review. When the City identifies specific properties or sites within the target area and is ready to obligate funds (e.g. to buy a property, finance repairs, demolish a structure, etc.) the City will use the written standards, checklists and narratives set forth in the Tier 1 review process to determine if there are any environmental issues associated with the site. This Site Specific Project Review documents in writing that compliance standards for the specific project are met, and that required mitigation measures, if any, will be incorporated into the project.

The Tier 2 review must be completed before funds (including non-CDBG-DR funds) are committed or expended on the project. The Tier 2 Site Specific Project Review will be maintained in the project

files.

SECTION 24: FEMA IDENTIFIED FLOOD ZONES & NATIONAL

The City will be including a review of FEMA Flood Hazard Zone maps during the environmental review process. Each construction/rehabilitation/repair project will be individually evaluated for flood risk.

As all properties within the City of Marathon are located within a FEMA Flood Zone, the City will ensure that any residential, commercial and/or infrastructure projects account for increased flood risk resulting from a variety of factors by elevating and/or otherwise flood proofing to one foot above the elevation recommended by the most recent available federal flood guidance.

The specific steps that these types of structures will need to take include:

- Elevating – the standard would require structures to elevate their bottom floor one foot higher than the most recent flood risk guidance provided by FEMA; and/or
- Flood-Proofing – In situations where elevation is not possible, the standard will require structures to prepare for flooding a foot higher than the most recent flood risk guidance provided by FEMA – for example, by relocating or sealing boilers or other utilities located below the standard of elevation.

Funding will not be approved for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance program.

SECTION 25: LEAD-BASED PAINT & LEAD HAZARD

Projects that involve the acquisition or renovation of a property built prior to 1978 must be tested for lead based paint. Interim controls and safe work practices are required during construction. In addition, housing assisted with federal funds is subject to the:

- Prohibition of lead-based paint
- Testing all painted surfaces with a HUD approved XRF of any areas that will be disturbed in the renovation of houses built before 1978.
- Elimination of immediate lead-based paint hazards in residential structures
- Notification of the lead hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978

Paid renovators and multi-family housing maintenance workers who work in pre-1978 housing and child-occupied facilities will be required to meet the training and certification requirements of both HUD – Lead Safe Housing Rule (LSHR) and EPA – Renovation, Repair and Painting Rule (RRP). Paid renovators include renovation contractors, painters and other specialty trades.

Lead Based Paint and Homeowner Repair Program

The City will require that ALL_eligible households requesting assistance through CDBG-DR undergo lead inspection and/or risk assessment for properties built prior to 1978, and where there are children residing in the home under the age of six (6). Inspections shall be conducted by a certified lead-based paint inspector, or a qualified Risk Assessor. The homeowner will be required to have the unit(s) abated if it is determined that lead or lead-based paint hazard conditions are present in the home. The City will not proceed with requests for assistance without a "Letter of Compliance" issued by a state-licensed lead inspector. Visual assessment alone will not be sufficient in meeting inspection requirements. The cost of lead inspections will be included as part of the rehabilitation cost and an inspection will be required when the Rehabilitation Specialist suspects or presumes the presence of lead has been determined for the property.

The City will allow exception to policy regarding lead-inspection and de-leading requirements when:

- Circumstances prove to be of an urgent nature. Emergency repairs needed to remove threats considered to be an imminent danger to human life, health or safety, or to protect the property from further structural damage are examples of these types of situations; or
- If the rehabilitation will not disturb any painted surface, the exception also applies.

The City will implement and operate its CDBG-DR program under the auspices of federal state and local laws, ordinances and systems that address lead poisoning prevention and/or abatement. The City will, as far as practicable, address the elimination of lead-based paint hazards in residential properties that receive federal rehabilitation assistance. Applicants must receive all required and appropriate notices and pamphlets regarding lead hazard information as well as notices concerning evaluation and lead hazard reduction activities. Acknowledgement forms, documenting all such notifications, shall be kept in each applicant's file.

Evaluation and hazard reduction requirements for homeowner rehabilitation will be determined among three categories based on the level of assistance and shall require paint testing on the painted surfaces to be disturbed or replaced during rehabilitation activities, or presume that all painted surfaces are coated with lead-based paint:

- Assistance of up to and including \$5,000 per unit;
- Assistance of more than \$5,000 per unit and up to \$25,000 per unit; and
- Assistance of more than \$25,000 per unit.
- (Subject to periodic adjustments)

This level of assistance is determined by taking the lower of:
Per unit rehabilitation hard costs (regardless of the source of funds); or Per unit Federal assistance (regardless of the use of funds)

Assistance of up to and including \$5,000 per unit. Projects where the level of rehabilitation assistance is less than or equal to \$5,000 per unit must meet the following requirements:

The goal is to "do no harm." Therefore, all work must be conducted using lead safe work practices. Workers must be trained in lead safe work practices.

Lead Hazard Evaluation. Paint testing must be conducted to identify lead-based paint on painted surfaces that will be disturbed or replaced. Alternatively, the City may presume that these surfaces contain lead-based paint.

Lead Hazard Reduction. The City must repair all paint that will be disturbed during rehabilitation, unless such paint is found not to be lead-based paint.

If lead-based paint is detected or presumed, safe work practices must be used during rehabilitation .

Clearance is required by a certified clearance examiner.

Notices that must be provided to owners and tenants: The Lead Hazard Information pamphlet; The Notice of Evaluation (if paint testing is performed) or Notice of Presumption (if paint testing is not performed); and

The Notice of Lead Hazard Reduction.

In short, for rehabilitation projects where the level of assistance is less than or equal to \$5,000 per unit, workers must be trained in safe work practices, notices must be provided to owners and tenants, and clearance must be achieved.

Assistance of more than \$5,000 per unit and up to \$25,000 per unit

Projects where the level of rehabilitation assistance is between \$5,000 and \$25,000 per unit must meet the following requirements:

The goal is to "identify and address lead hazards." A risk assessment is required to identify lead hazards and identified hazards must be addressed by interim controls.

Lead Hazard Evaluation. A risk assessment must be conducted by a qualified professional prior to rehabilitation to find lead-based paint hazards in assisted units, in common areas that service those units, and on exterior surfaces. The risk assessment must include paint testing of any surfaces to be disturbed by the rehabilitation.

Lead Hazard Reduction. If the risk assessment identifies lead-based paint hazards, interim controls must be implemented to address lead-based paint hazards.

- Interim controls must be performed by qualified professionals using safe work practices.
- Clearance, conducted by a qualified clearance examiner, is required when lead hazard reduction activities are complete.

Options. There are two options, as follows:

The City is permitted to presume that lead-based paint is present and that lead-based paint hazards exist. In such cases, evaluation is not required. The City must perform standard treatments in lieu of interim controls on all applicable painted surfaces and presumed lead-based paint hazards.

b.) The City is also permitted to conduct a lead hazard screen instead of a risk assessment. The lead

hazard screen has more stringent requirements and is only recommended in units in good condition. If the lead hazard screen indicates that there is no lead contamination, no lead hazard reduction is required. If the lead hazard screen indicates the presence of lead hazards, the City must then conduct a risk assessment. (Note: Passing a lead hazard screen, or a risk assessment, does not eliminate the requirement to perform interim controls on lead-based paint hazards created as a result of the rehabilitation work.) Notices that must be provided to owners and tenants:

- The Lead Hazard Information pamphlet;
- The Notice of Evaluation (if a risk assessment is performed) or Notice of Presumption (if a risk assessment is not performed); and
- The Notice of Lead Hazard Reduction.

In short, compliance with the Lead Safe Housing Rule for such rehabilitation projects will affect the project planning, timeline, scope of work, contracting and budget.

Assistance of more than \$25,000 per unit

Projects where the level of rehabilitation assistance is over \$25,000 per unit must meet the following requirements:

The goal is to "identify and eliminate lead hazards." A risk assessment is required to identify hazards and any identified hazards must be abated by a certified abatement professional.

Lead Hazard Evaluation. A risk assessment must be conducted prior to rehabilitation to find lead-based paint hazards in assisted units, in common areas that service those units, and on exterior surfaces. The risk assessment must include paint testing of any surfaces to be disturbed by the rehabilitation or the City may assume that lead-based paint hazards exist.

Lead Hazard Reduction. To address hazards identified:

Abatement must be conducted to reduce all identified lead-based paint hazards except those described below. Abatement must be conducted by a certified abatement contractor.

If lead-based paint hazards are detected during the risk assessment on the exterior surfaces that are not to be disturbed by rehabilitation, interim controls may be completed instead of abatement to reduce these hazards.

Clearance is required when lead hazard reduction activities are complete.

Options. There are two options, as follows:

The City is permitted to presume that lead-based paint hazards exist. In such cases, a risk assessment is not required. The City must abate all applicable painted surfaces that will be disturbed during rehabilitation and all presumed lead hazards.

The City is permitted to conduct a lead hazard screen instead of a risk assessment. The lead hazard screen has more stringent requirements and is only recommended in units in good condition. If the lead hazard screen indicates that there is no lead contamination, no lead hazard reduction is required. If the lead hazard screen indicates the presence of lead hazards, the City must then conduct a risk

assessment. (Note: Passing a lead hazard screen, or a risk assessment, does not eliminate the requirement to perform abatement on lead-based paint hazards created as a result of the rehabilitation work.)

Notices that must be provided to owners and tenants:

- The Lead Hazard Information pamphlet;
- The Notice of Evaluation (if a risk assessment is conducted) or Notice of Presumption (if a risk assessment is not conducted); and
- The Notice of Lead Hazard Reduction .

In short, compliance with the Lead Safe Housing Rule for such rehabilitation projects will affect the project planning, timeline, scope of work, contracting, and budget. In particular, it involves the engagement of a certified abatement contractor.

SECTION 26: VOLUNTARY HOME BUYOUT PROGRAM

Hurricane Irma struck the Florida Keys on Sept. 10, 2017 as a Category 4 storm . The City is still making

The State of Florida has allocated \$10 million to Monroe County through the Community Development Block Grant-Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program. The voluntary program was created to encourage risk reduction through the purchase of residential property in high flood-risk areas impacted by Hurricane Irma. This program allows the government to purchase properties at the pre-Hurricane Irma fair market value for both the land and the structure. Priority properties are located in low- and moderate-income areas. Any existing structures will be demolished, and the property will be used for permanent open space, conservation, recreation, or storm water management systems in perpetuity.

The City will plan to interact with Applicants throughout the project acting as part of the project administration, including providing public outreach concerning the project, seeking potential new Applicants, and making phone calls to current Applicants. The will may provide support in Applicant certification and in the review for Duplication of Benefits. The city will act as the known local resource for Applicant information and questions about the project.

The City of Marathon has already qualified to receive a CDBG-DR Voluntary Home Buyout Grant. In accordance with this Policies and Procedures document and aligned documents, the City has already obtained a list of potential Applicants for the Program. The City has a total of \$5,000,000 grant funding.

Procedurally, the City must follow the followings set of Tasks in order to contact potential applicants, screen them for eligibility, carry out environmental reviews and assessments, complete damage assessments, surveys, title work, legal review for acquisition, and ultimately acquisition. Finally, the City will demolish purchased structures and place then vacant properties in a conservation deed restriction.

The City will carry-out the project and future projects in rough accord with the following tasks:

Task 1: Perform Intake for VHB applicants, which shall include the following components:

- Intake application processing
- Phone calls and/or in-person meetings with applicants
- Assist applicants with proper documentation
- Review and analyze submitted documentation
- Analyze for priority, if applicable

Task 2: Perform VHB Eligibility analysis which shall include the following components:

- Perform application authorizations
- Confirming ownership
- Confirming primary residence
- Identify priority status
- Perform damage assessment
- Identify tieback to disaster
- Income Certifications
- National Objectives Determination

Task 3: Perform Duplication of Benefits (DOB) analysis, which shall include the following components:

- Perform FEMA data analysis
- Perform SBA data analysis
- Perform NFIP data analysis
- Perform Private Insurance data analysis
- Perform Non-profits data analysis
- Perform other assistance analysis
- Analyze spent funds
- Verify funds were spent for their intended purpose
- Complete DOB review
- Complete DOB final worksheet

Task 4: Perform the Review and Approval of VHB applicants, which shall include the following components:

- Review applicant files for completeness
- Determine pre-disaster fair market value
- Determine final applicant eligibility / award amount
- Issue grant award to eligible applicant
- Applicant appeal process

Task 5: Complete the Environmental Review Record (ERR), which shall include the following components:

- Analyze applicant housing to determine proper ERR
- Inspection of property
- Complete tier 1 review
- Complete tier 2 review
- Complete and analyze lead-based paint testing
- Complete and analyze asbestos testing

Task 6: Perform Final Scope and Feasibility assessments, which shall include the following components:

- Revise scope for State Historic Preservation Office (SHPO) requirements
- Revise scope for lead-based paint mitigation
- Revise scope for asbestos mitigation
- Analyze for cost reasonableness and feasibility of the project

- Complete and review final inspection reports

Task 7: Complete the necessary Procurement and Closing activities with following components:

- Prepare statement of work for contractor bid
- Prepare and advertise procurement documents
- Review and respond to procurement questions
- Revise bid documents if necessary
- Review submissions and select contractor
- Conduct debarment check and contractor licensing
- Award bid
- Review and modify agreement and award amounts
- Closing coordination
- Prepare and receive escrow
- Execute agreement with contractor

Task 8: Demolish residences

- Notice to Proceed
- Obtain Permits
- Conduct Inspections
- Final Walk-through
- Process payments

Task 9: Perform Close-out

- Complete Inspection Report
- Review project files prior to final closeout
- Compile close-out documentation

The City will bid consulting services in the areas noted above and following. This is a process that will typically require approximately seventy-five (75) days – Forty-five (45) days to place and receive a Request For Bids and thirty (30) days to review, approve, and contract with successful bidders. This process is shortened and can take as long as ninety (90) days

- Grant Administration
 - The City is seeking professional services for grant administration. The successful bidder will be familiar with the Florida Keys, have a solid reputation in grant administration, and a detailed knowledge of both the CDBG-DR and Voluntary Home Buyout Programs. In addition to grants management, the successful bidder will be qualified under both state and federal HUD guidelines to review and qualify Applicants and to carry out a review for Duplication of Benefits
- Inspection Services – FEMA / Florida Building Code
 - The City is seeking professional services for damage assessment to residential structural integrity and potential cost of repair. The Successful bidder will be intimately familiar with the cost of construction, cost of structural repair, and the value of structures and property in the Florida Keys. The successful bidder will have certifications in construction estimating.
- Survey Work

- The City is seeking professional land surveying services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such information will be utilized to determine the precise boundaries of Applicant properties and to provide such information to the City’s legal staff and consultants.
 - Real Estate Property Appraiser Work
 - The City is seeking professional residential appraisal services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such information will be utilized to determine the precise value of Applicant properties and to provide such information to the City’s legal staff and consultants.
 - Environmental Review
 - The City is seeking professional environmental services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such services will include carrying out Phase 1 assessments, the potential locations of historical resources or tribal lands, and assessment of habitat where present.
 - Legal
 - The City is seeking professional legal services for title work, real estate transactions, and development of conservation easements in the Florida Keys. An intimate knowledge of Florida Keys Real Estate markets will be beneficial.
 - Demolition
 - The City is seeking professional structure demolition services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. The successful bidder will demonstrate the availability of necessary equipment, professional staffing, and the ability to appropriately dispose of demolition material.

SECTION 27: ACQUISITION AND DEVELOPMENT OF HOME OWNERSHIP

Acquisition and development for homeownership is a CDBG-DR eligible activity under 24 C.F.R. § 570.204(c) and meets the national objective of low/moderate income housing. Recordkeeping guidance for CDBG activities are set forth in 24 C.F.R. § 570.506.

Income-Qualified Purchaser

Units may only be acquired by Income-Qualified Households earning less than or equal to 80% of Area Median Income {AMI}. The 80% AMI limits for City for 2016 are as follows:

FY2020 Income Limits for 80% of HUD Area Median City of Marathon, Florida							
1 person household	2 person household	3 person household	4 person household	5 person household	6 person household	7 person household	8 person household
\$56,400	\$64,450	\$72,500	\$80,550	\$87,000	\$93,450	\$99,900	\$106,350

Annual household income is the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent) and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes

and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 C.F.R. Part 813 (or any successor regulations).

Documenting Income Eligibility and City Approval

The staff must document income eligibility using source documents. Source documents include items such as wage statements, interest statements, and unemployment compensation statements. Eligibility determinations are based on anticipated income; last year's tax return does not reflect next year's earning (nor does it constitute adequate source documentation).

Calculations and copies of source documents must be forwarded to the City for approval of income eligibility of a purchaser prior to sale.

Long-Term Affordability/Continued Affordability

The City requires that assisted units remain affordable for at least a minimum period. The City's minimum affordability periods are based on what is required in the federal HOME

Investment Partnership Program, 24 CFR 92.252(a), (c), (e) and (f), and 92.254, and are as follows:

- Up to \$15,000 – 5 Years
- \$15,001 to \$40,000 – 10 Years
- Over \$40,000 – 15 years
- New Construction – 20 years

The City's primary use of these CDBG-DR funds is to develop homes in the CDBG-DR target neighborhoods for homeownership. These are neighborhoods which have experienced severe hardship as a result of the 2011 tornado. With available low interest rates, these homes, when sold, are expected to be affordable to a wide range of potential homebuyers, further redeveloping, revitalizing, and stabilizing these areas.

Under HUD rules, the City has three options for ensuring continued affordability of assisted houses:

- **Resale** of the home to the grantee or to another income-eligible buyer;
- **Recapture** all or part of the initial subsidy, via full repayment of the loan, forgiveness of a portion of the principal, or equity-sharing. With recapture, the subsidy funds can be used for another home. Such recaptured funds become Program Income to the CDBG-DR Program;
- **Presumed affordability** of homes in affected neighborhoods. Using analysis of market conditions, the grantee may show that houses will continue to be affordable to LMMI purchasers with conventional mortgage financing.

Initially, the City will use RECAPTURE as the means of ensuring continued affordability.

Affordability: Recapture

The City will enforce affordability restrictions on CDBG-DR properties through recapture. The City elects to use recapture, rather than resale, as the means of affordability restriction, because the recapture option is more suited to stabilizing a market where values are declining, and there are challenges to attracting purchasers to move into the neighborhood. Some of the factors that the City

considered in choosing to use recapture are the following:

- The homebuyer may sell the property to any willing buyer.
- The recapture option provides grantees and homebuyers with maximum flexibility.
- The homebuyer can resell the property on the open market to any willing buyer at whatever price the market will bear.
- Lenders are generally comfortable with the recapture option, since it does not restrict or affect the resale transaction until the lender's loan has been repaid.
- The grantee can tailor the level of the homebuyer's risk to market conditions.

With Recapture, the sale of the property during the affordability period triggers repayment of the direct HOME subsidy that the buyer received when he or she originally purchased the home, provided that this amount may not exceed the net proceeds from the sale of the property.

Direct subsidy: A direct subsidy consists of any financial assistance that reduces the purchase price from fair market value to an affordable price, or otherwise subsidizes the purchase (e. g., down payment or closing cost assistance, subordinate financing, price below market value).

Net proceeds: The net proceeds of a sale are the sales price minus closing costs and any superior loan repayments.

- A deed restriction or covenant running with the land should incorporate this requirement.
- The loan documents between the purchaser and the program administrator should also incorporate this requirement.

Disclosure Statement

Prospective purchasers must be given hard copies of preliminary disclosure documents that provide the following:

- An explanation of the CDBG-DR program in general terms and its benefits to buyers and the community.
- Applicant's household size and estimate of monthly income, with a statement that the income amount must be verified prior to the Applicant being approved for CDBG- DR assistance.
- A good faith estimate of the amount (or range of amounts) and terms of Homeowner Financial Assistance that Applicant may qualify for, based on an analysis of Applicant's financial and other data provided.

A general description of a CDBG-DR buyer's obligations for repayment of subsidies, and recapture controls on homes During the intake interview or subsequent face-to-face meeting, a representative of the City will review these disclosures with the Applicant and be available to answer questions about them. No purchase will be approved unless disclosures have been made as required.

Deed Restrictions: Principal Residence

In properties that are produced with CDBG-DR funds for homeownership, the City shall require that

purchasers maintain the home as their principal place of residence. In order to enforce these requirements, the City shall require that a deed restriction be placed upon all properties produced with CDBG-DR funds.

Proceeds from Sale of CDBG-DR-Developed Properties

Proceeds from the sale of the Project Property shall be returned to the City at the time of transfer of the property to the qualified purchaser. Proceeds from the sale of the property shall mean: (a) the sale price, plus (b) the sum of all CDBG-DR grants and forgivable loans to the property, plus (c) the sum of any energy rebates or grants to the property, minus:

- the development costs and developer's fee set forth in the individual project budget attached to the property-specific grant agreement, and
- Depending on the project, there may be no proceeds.

The City shall report to DEO all program income (as define in 24 CFR 570.500 (a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with the CDBG-DR funds made available under this Agreement as part of the City's Quarterly Report Progress Report. The City shall use Program income in accordance with the applicable requirements of 2 CFR 200, 24 CFR 500.504, and the terms of the City's Agreement (in this case DEO Agreement 10094).

Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to the City's Agreement (in this case, in DEO Agreement 10094) and duly executed prior to administrative closeout.

SECTION 28: REMOVAL OF BLIGHT

The removal of blight is a CDBG-DR eligible activity under 24 C.F.R. § 570.201(d), and meets the national objective of low/moderate income housing. Recordkeeping guidance for CDBG activities are set forth in 24 C.F.R. § 570.506.

Geographic Area

Demolition and/or removal of demolition debris must take place within the tornado-impacted neighborhoods. For those properties that are within the tornado impact zone, but not within CDBG target areas, the City will be using the Urgent Need national objective.

Eligible Properties

Properties that are vacant, blighted, deteriorated beyond repair and necessary to the long-term recovery of the tornado impact zone, will be targeted for demolition. Properties will either be owned by the City and/or privately/publicly owned and court orders will be obtained that allows the City/Municipality to enter private property and demolish the dangerous and/or blighted structures.

General Program Administration

Respective responsibilities of the Contractor are as follows:

- Removal and abatement of all hazardous materials at each project site, in accordance with local, state and federal environmental requirements.
 - Removal and disposal of all demolition, construction debris from each project site in accordance with local, state and federal requirements.
 - Restoration of site, including the filling of foundations, installation of loam, seed and fencing as required by contract.
 - Fulfilling all contract terms and submitting all required paper work to the City, including the following documents:
 - Payment and Performance Bonds o Proof of insurance
 - Certified payroll statements in accordance with State Division of Labor and Federal Davis Bacon wage rates
 - Permits
 - Proof of Utility Disconnects o Close-out packages
 - Hazardous waste manifests o Demolition dump slips
 - Submitting Section 3 reporting requirements to the City
 - Obtaining all necessary permits, ensuring and obtaining documentation of utility terminations, coordinating hazardous material removal with the City's environmental consultant, meeting all labor standard and OSHA requirements.
 - Respective responsibilities of the Environmental Consultant are as follows:
 - Fulfilling all contract terms including submitting testing results, reports, air monitoring results to the City.
 - All pre-demolition hazardous testing and reporting and submitting copies to the City.
 - All monitoring and oversight of contractor's removal of hazardous material and asbestos contaminated waste and advising the City if there are concerns regarding contractor performance regarding these areas.
- Respective responsibilities of the City are as follows
 - Selecting projects and ensuring that projects meet CDBG national objectives and eligibility requirements and appropriately documenting files.
 - Assuming all responsibility for the environmental review process in accordance with policies and procedures in Section 23 and compliance with environmental requirements in accordance with Policies and Procedures in Sections 23 and 24.
 - Ensuring no Duplication of Benefits occurs in accordance with Duplication of Benefits.
 - Ensuring Contractor(s) and Environmental Consultant(s) are not on the Federal Debarment list in accordance with Policies and Procedures in Section 14.
 - Reviewing certified payroll statements to ensure compliance with both State and Federal prevailing wage rates in accordance with Policies and Procedures in Section 21.
 - Maintaining all file records for projects and ensuring all appropriate documentation is in the file.
 - Appropriately bidding the jobs in accordance with applicable local, state and federal requirements.
 - Drafting, approval, execution and monitoring of contracts.

SECTION 29: HOUSING REPAIR

This policy has been developed as a reference guide for the administration and processing of applicants for the CDBG-DR Homeowner Rehabilitation Grant Program (CDBG-DR HRGP). It has been designed to ensure, as much as practicable, a fair and consistent approach in soliciting, ~~and~~ evaluating and determining the eligibility of participating households. The policy further establishes a formal operating format that is intended to be consistent with Community Development Block Grant – Disaster Recovery (CDBG-DR) rules and regulations that govern this program as an eligible activity.

The CDBG-DR Homeowner Rehabilitation Grant Program assists qualified Jefferson City households whose primary residence was damaged by the 2011 tornados to complete repairs. The City recognizes that a lack of adequate resources for housing repairs was an impediment for many homeowners impacted by the 2011 tornados. An additional challenge is the age of the present housing stock, particularly in these largely low to moderate-income neighborhoods. Often, available funds from various sources (insurance proceeds, FEMA, SBA loans, etc.) were insufficient to cover the breadth of repairs needed to bring the property up to even the minimum housing quality standards (HQS). The City endeavors to help ameliorate these conditions by allocating a portion of its' CDBG-DR award to help improve the quality and safety of affected homes.

The City, through the Office of Human-Community Services & Economic Development, has created the CDBG-DR using standards set by the Department of Housing and Urban Development. The CDBG-DR program offers grants to assist eligible low and moderate- income households within Jefferson City. It is designed to help those Jefferson City homeowners directly impacted by the 2011 tornados make needed repairs to their homes.

To be considered for the CDBG-DR HRGP, households must first meet preliminary requirements as outlined:

The property must be located within the disaster-impacted neighborhoods.

The home must have been the owner's principal residence on the date of the disaster.

Total household income cannot be more than 80% of Area Median Income, adjusted for the number of persons residing in the home.

All property taxes, fees, fines or municipal liens must be current with Jefferson City.

The property must meet all state and local codes, ordinances and zoning requirements upon completion of project.

MOST IMPORTANTLY, THERE MUST BE DISASTER RELATED DAMAGE TO THE PROPERTY AND AN UNMET NEED WITHOUT ANY DUPLICATION OF BENEFITS. APPLICANTS WILL BE REQUIRED TO SUBMIT AND CERTIFY EVIDENCE OF ANY AND ALL ASSISTANCE RECEIVED (OR LACK THEREOF) AT TIME OF APPLICATION INCLUDING, BUT NOT LIMITED TO, ANY FEMA ASSISTANCE, SBA LOANS, INSURANCE PROCEEDS, ETC.

Eligible Repairs

The City's Rehabilitation Specialist shall inspect the housing unit to develop a priority list of health and safety hazards and required repairs. All health and safety issues must be cured with the

rehabilitation loan and/or other funds available to the homeowner as a condition of this grant program.

Any replacement items shall be of similar size, quality, and shape unless noted otherwise. Medium grade and/or construction grade materials shall be utilized only. If the owner chooses an item which increases the cost due to, but not limited to materials, quality, energy

conservation, etc., the difference between the specified cost and the owner's request shall be the responsibility of the owner

The CDBG-DR HRGP will provide funds to perform rehabilitation activities and provide materials to achieve minimum compliance with all federal, state and local laws. The maximum grant or loan amount to be awarded to an eligible homeowner will be capped at \$70,000. All substitutions or changes in materials must be submitted in writing and receive approval from the City.

Ineligible Repairs

The general physical guidelines for the rehabilitation of existing residential properties will be developed to provide minimum design and construction criteria. Therefore, the City has determined the following as ineligible for repair:

- Additional bathrooms
- Landscaping
- All items of a luxury nature

Eligible Costs

In administering the CDBG-DR HRGP program, the City acknowledges that there are expenses necessary in helping qualified homeowners meet established housing rehabilitation standards and will endeavor to ensure that all costs are customary and reasonable in providing this service. The list below conveys many of the eligible costs allowed under the HOME and CDBG programs. Reasonableness of eligible rehabilitation costs will be determined by the Rehabilitation Specialist and approved by the City's Director of Human-Community Services and Economic Development.

Allowable Contractors

The City will not directly or indirectly employ, award contracts, or engage the services of any contractor or Contractors during any period of debarment, suspension or placement on ineligibility status. Program staff will review federal and state lists of debarred, suspended and ineligible contractors before any CDBG-DR funds are committed.

Contractors chosen, directly or indirectly, must meet all state licensure requirements and have all necessary insurance coverage for the types of work to be performed on behalf of the homeowner. The information provided by such contractors will be kept on file.

The minimum requirements for contractors are as follows:

- Florida Contractor's license or trade license; or
- Registration as an Florida Home Improvement Contractor; Additionally, all contractors must have proof of:
 - Workman's compensation insurance at statutorily required limits; and
 - Property and liability insurance; and
- C. Demonstrated experience in the appropriate trade(s).

The certificate of insurance shall include property damage and liability insurance with appropriate limits and amounts that indemnify Jefferson City, the property owner, and any sub-contractor against

claims for injury and damage which may occur or result from work performed pursuant to a contract agreement. The certificate of insurance shall further list the homeowner as an additional loss payee.

Eligible Applicants

The program is available to owner-occupants of the Jefferson City only and is reserved for homeowners who maintained the property as their primary place of residence on the date of the disaster. Proof of homeownership is required and shall be evidence by a copy of a deed indicating the name(s) of the applicant(s), length of ownership, and the property having a physical location within the designated areas.

Dwellings that are investor-owned and unoccupied by the owner will not be eligible to participate in this program.

Ownership and Residency

Ownership status in the property is supported by documentation of physical evidence that the owner(s) of record actually reside in the property under consideration for assistance.

Documentation that meets these criteria will consist of the following:

- Copy of Deed;
- Leasehold Agreement;
- Trust Agreement;
- Copy of most recent mortgage billing statement; and
- Copy of most recent utility billing statements to including service for cable or phone.

Further, sufficient source documentation showing that the home was the owner's principal place of residence on the date of disaster will be required.

Income

HUD establishes income guidelines for CDBG-DR program participation. HUD calculates these income levels annually and sets forth the maximum limit at 80% of Area Median Income (AMI), adjusted for family household size. Consequently, these amounts may change without notice during the program year. Jefferson City staff should refer to the HUD web site at: www.hud.gov for updates. The table below outlines the maximum household income for 2020 (or current year):

Note: The FY 2020 Income Limits are available through HUD or the City's Planning Department.

THE CITY WILL USE THE 24 C.F.R PART 5 ("SECTION 8") DEFINITION OF ANNUAL INCOME IN DETERMINING THE ELIGIBILITY OF PROGRAM PARTICIPANTS.

Income Eligibility

The City limits participation in this program for existing homeowners earning no more than 80% of Area Median Income, as defined by the Department of Housing and Urban Development (HUD). Household income may not exceed the income limits in effect at the time of application. Income is defined as the income earned from all household members age 18 years and above.

Adult members, 18 to 23 years of age, who are attending school away from home on a full-time basis, require that the first \$480.00 in earned income be included in the calculation of household income. Income includes earnings from employment, unemployment, government benefits, investments, other cash-generating activities, and etc. Refer to the Technical Guide for Determining Income and

Allowances ("The Purple Book") for a complete list of acceptable types of income and whose income to count.

- Income from employment for full-time employees will be calculated from the applicant's most recent pay stub covering a 90-day pay period, and projected forward at the same level of earnings for the next 12 consecutive months;
- For part-time hourly employees, Disaster Recovery staff will calculate the year-to-date income from the most recent pay stub and divide the earnings by the number of weeks covered through the year, in order to find the average amount of weekly earnings. The weekly earnings will then be multiplied by 52 and divided by 12 to calculate monthly gross income. If the year-to-date income covers less than three months in the current year, staff may include the average year-to-date earnings from the prior calendar year in addition to the current year.
- Income from overtime, commissions, ongoing stipends, shift differential pay, and other sources will be averaged (using year-to-date earnings) and included in the applicant's gross monthly income. Exceptions may be considered for applicant's receiving one-time, non-recurring bonuses or relocation benefits;
- Interest income from investments such as savings, money market, certificates of deposit, dividend income from mutual fund accounts and other income-generating assets will be included in the applicant's household income;
- Current monthly income payments from retirement accounts (including social security and pensions), alimony, and other steady, ongoing sources will be included in the applicant's gross monthly household income calculation; and
- All forms of income from non-applicant spouses and other adult household members will be included in the gross monthly income calculation, regardless of the taxability of such income;
- Income from seasonal and part-time jobs such as coaching, lecturing test proctoring, etc., will be included in the definition of household income, when the work can reasonably be expected to continue into the future.

Self Employed Borrowers

- For self-employed borrowers, the following documents may be required:
- A year-to-date profit and loss statement prepared and signed by a Certified Public Accountant, with information covered through the last quarter;
- A year-to-date-balance sheet, prepared to reflect the financial position of the business at a specific point in time; and/or
- A signed letter of explanation regarding the applicant's anticipated gross annual income from earnings covering the next 12 months.

Verification of income must be completed before assistance is provided.

Income will need to be re-certified if more than six (6) months has elapsed beyond the initial time funding was approved.

Property Standards

dwelling units that require rehabilitation must meet all applicable state and local building codes, zoning ordinance requirements and federal HQS. The City will require home rehabilitation to meet or exceed current Florida State Building Code, and the State Sanitary Code that stipulates the

minimum standards for human habitation.

The City encourages the incorporation of "Green" building improvements when economically feasible to provide long-term affordability, increased sustainability through lower fuel costs, and attractiveness of housing and neighborhoods. Rehabilitated residential units are also encouraged to meet "Energy Star" certification, which provides added benefits to homeowners through improved standards for energy efficiency that ultimately lead to greater long-term affordability. Properties found to be in gross states of disrepair will not be

considered economically viable for funding under the CDBG-DR HRGP. Program applicants seeking financial assistance for rehabilitation work beyond the economic means and scope of work of the program must consider private financing sources for loan arrangements that may be able to address that level of need. The amount of assistance is limited to a one-time occurrence per property and is subject to availability.

SECTION 30: INFRASTRUCTURE

City's CDBG-DR Action Plans allocate funds Infrastructure Projects. HUD has approved these Action Plans and entered into a grant agreement with the City. Infrastructure Projects are a CDBG-DR eligible activity under 24 C.F.R. § 570.201(c) and meets the national objective of low/moderate income area benefit.

This guidebook sets forth the requirements that apply to the City's Infrastructure Program.

General Program Information

The City may be simultaneously implementing several separate Infrastructure Projects within the City.

These are a combination of projects that are a direct result of the disaster and that are part of the long-term recovery of the neighborhood that will leave the community sustainably positioned to meet the needs of the post-disaster population and will assist in furthering prospects for growth.

Project Manager

The City will have a full-time Project Managers who will operate out of the Public Works and Utilities Departments and report on DR projects to the Finance Department and the City Manager. The Project Manager will be responsible for coordinating the planning, development, design, construction, monitoring, reporting and completion of all infrastructure CDBG-DR projects.

SECTION 31: PUBLIC FACILITIES

Construction of public facilities will consist of building dual purpose community storm shelters in the areas impacted by the April 2011 tornado. City is located in "tornado alley" and has experienced five (5) tornados since 1956. These tornados have ranged in capacity from EF-3 to EF-5.

Applications will be received from communities requesting this form of assistance and required to document the need for the facility.

The April 27, 2011 tornado caused millions of dollars of damage in City and killed 21 persons. On January 23, 2012, another major tornado struck City and killed two (2) persons.

The dual purpose community storm shelters will be built to FEMA standards in order to withstand high winds and provide a safe haven for the citizens in the impacted areas.

Public facilities will require a licensed architect, which will be procured by Request for Proposals (RFP) to design the facilities in accordance with FEMA standards, as well assist in bidding the project and construction management.

SECTION 32: MARKETING & OUTREACH

The City is committed to ensuring that its programs and services are available and accessible to all income eligible households. The City will operate this program within the context of fairness in order to promote awareness of available programs and services. The City affirmatively strives to encourage and further fair housing initiatives, whether acting on its own, or with and/or through, other public and private-sector organizations.

The CDBG-DR will be marketed through a variety of print and broadcast media outlets. Program availability and information will be conveyed through direct mailings, informational meetings, press releases, newspaper ads, public notices to local agencies serving low and moderate-income households, religious establishments and on the City's official website.

Selection Process

The City will receive, review and process applications on a first-come, first-served basis. However, to ensure program funds address housing rehabilitation with more critical needs, applications involving emergencies, the elderly, and those seeking to address accommodations for those with disabilities will take priority over applications received that are not of an urgent nature. City staff reserves the right to assign priority status to any emergency application as necessary.



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