

NEIGHBORHOOD STABILIZATION PROGRAM-3
SUBRECIPIENT AGREEMENT BETWEEN COLUMBIA COUNTY AND
CARC – ADVOCATES FOR CITIZENS WITH DISABILITIES, INC.

THIS SUBRECIPIENT AGREEMENT TO THE NEIGHBORHOOD STABILIZATION PROGRAM is entered into the ~~15th~~ day of October, 2015, by and between **COLUMBIA COUNTY, FLORIDA**, a body politic of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein "County"), and **CARC – ADVOCATES FOR CITIZENS WITH DISABILITIES, INC.**, a Florida Not-for-profit corporation, whose mailing address is 512 SW Sisters Welcome Road, Lake City, Florida 32025, (herein "CARC").

RECITALS

WHEREAS, the State of Florida Department of Community Affairs entered into a grant agreement with the US Department of Housing and Urban Development under the Neighborhood Stabilization Program-3 and has provided a subgrant of these funds to the COUNTY upon the terms and conditions included in FFY2011 NSP Agreement (12DB-Q5-03-22-01-F 04) dated October 2011; and

WHEREAS, the COUNTY has completed the acquisition and rehabilitation of 9 rental homes under this Subgrant agreement and now desires to transfer the ownership of the homes to CARC, as a subrecipient, for the specific purpose of CARC's long term operation and management of said rental properties acquired under the NSP Program for the benefit of qualified residents of Columbia County.

WHEREAS, CARC wishes to assume ownership of these homes with the condition that they continue to be managed under the terms of the FFY2011 NSP Agreement and all applicable Federal and State regulations and the knowledge that failure to comply with these regulations will result in the properties reverting back to County ownership;

NOW, THEREFORE, it is agreed between the aforementioned parties that:

I. SCOPE OF SERVICES

1. CARC will be responsible for operating and maintaining the homes listed on Exhibit "A" for families earning below 50% AMI and the homes listed on Exhibit "B" for families earning between 50% to 120% AMI in a manner satisfactory to the COUNTY and consistent with the County's Admissions and Continued Occupancy Policy, as may be revised from time to time, and all Federal and State regulations. Any changes to the use will require written approval by the County.

2. CARC hereby agrees to assume responsibility for all aspects of property management and maintenance of the properties. CARC shall assume all duties to Tenants now occupying the homes listed on the attached Exhibits "A" and "B", including assumption of all duties to hold and apply security deposits paid by those Tenants in accordance with the requirements of Florida Statutes section 83.49. All deposits shall be transferred by the COUNTY to CARC in accordance with Florida Statutes section 83.49(7). It is not anticipated by the parties that the properties or any one of them shall require rehabilitation or reconstruction during the term of this Agreement.

3. CARC certifies that the activities carried out for the properties under this agreement will meet the NSP programs National Objectives to benefit low and moderate income persons including the "set aside" Nation Objective to assist individuals at or below 50% Area Median Income (AMI).

4. The COUNTY will monitor the performance of CARC through bi-annual review of all financial records relating to CARC's performance hereunder as well as quarterly review of Program Income statements provided by CARC to the COUNTY, and shall compare same against the goals and performance standards stated above. Substandard performance as determined by the COUNTY will constitute noncompliance with this agreement. If Action to correct such substandard performance is not taken by CARC within thirty (30) days after being notified in writing by the COUNTY, contract suspension or termination procedures will be initiated and the ownership of the properties will revert back to the COUNTY.

II. TIME OF PERFORMANCE

Obligations of the CARC shall start on the date the properties are deeded to the CARC by the COUNTY and shall continue until or if such substandard performance described in Article I above occurs. The terms of this agreement shall expire at midnight on October 1, 2029.

III. SPECIAL CONDITIONS

Any homes acquired under the NSP Grant and transferred to CARC pursuant to this agreement are required to maintain affordability, as defined by NSP regulations, for a minimum of 15 years from October 1, 2014.

CARC shall, at a minimum, perform annual inspections of all properties and income verification of all tenants. CARC shall honor any existing Leases between the COUNTY and the tenants. All leases will not exceed one year and may be renewed at the discretion of the CARC. CARC shall maintain tenant records which shall be open for inspection by

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the COUNTY at any time. All records maintained by CARC related to the properties and the NSP program shall be considered public record in accordance with and subject to Florida Statutes Chapter 119. CARC shall provide the COUNTY with any and all records requested, notwithstanding any limitations provided by Chapter 119, upon request by the COUNTY.

At the time of the transfer of ownership of the properties to CARC, the COUNTY will transfer any remaining balances of Program Income and Maintenance Reserves to CARC to be used only for the maintenance of the properties. CARC shall maintain a separate account for these funds as a maintenance reserve. All rent income shall be considered Program Income under the NSP-3 regulations. CARC may charge up to 12% of the collected rents as administrative fees. The remaining Program Income, or 88%, shall be placed in the maintenance reserve account. If CARC self performs maintenance on the properties, CARC may charge its actual labor costs of performing the work to the Maintenance Reserves.

CARC shall maintain property/casualty insurance in an amount not less than the replacement value of the properties and liability coverage in an amount not less than \$1 million per occurrence/\$2 million aggregate for all properties during the term of this Agreement. CARC shall maintain during the term of this contract adequate Workers Compensation insurance for all its employees working under this Agreement. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance maintained under this Agreement shall specifically include the County as an "additional insured" for the vicarious liability resulting from the conduct of CARC and others employed by CARC in the performance of this Agreement. Compliance with the foregoing requirements shall not relieve CARC of its liability and obligations under this Agreement.

CARC shall maintain all properties in a safe and livable condition as required by applicable law, building codes, and ordinances.

IV. NOTICES

Notices required by this agreement shall be in writing and delivered via mail (postage prepaid) or commercial courier. Any notice sent as aforesaid shall be effective on the date of receipt. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities listed below unless modified by subsequent written notice.

COUNTY

COUNTY MANAGER

CARC

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PO Box 1529

Lake City, Florida 32056-1529

(386)758-4100

V. GENERAL CONDITIONS

A. General Compliance

CARC agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the US Housing and Urban development regulations concerning Community Development Block Grants(CDBG)) including Subpart K, except that the CARC does not assume the COUNTY's environmental responsibilities described in 24 CFR 570.604 and the CARC does not assume the COUNTY's responsibility for initiating the review process under the provisions of 24 CFR Part 52. CARC agrees to comply with all other applicable federal state and local laws, ordinances, regulations and policies governing the operation and maintenance of the assets acquired and rehabilitated with NSP funds provided under this contract.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. CARC shall at all times remain an "independent contractor" with respect to the services provided under this Agreement. CARC represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

C. Hold Harmless

CARC hereby agrees it shall hold harmless, defend and indemnify the COUNTY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of CARC's performance or nonperformance of the services or subject matter called for in this agreement. This paragraph shall survive the termination of this Agreement and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists unless otherwise prohibited by law.

Notwithstanding anything else in this Agreement to the contrary, nothing in this Agreement shall be construed to waive or otherwise effect the protections of sovereign immunity and/or Section 768.28 Florida Statutes, otherwise enjoyed by the COUNTY.

D. County Recognition

CARC shall insure recognition of the role of the COUNTY in providing services through this agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, CARC will include a reference to the support provided herein in all publications referencing the rehabilitated properties made available under this Agreement.

E. Amendments

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

F. Suspension or Termination

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

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

In accordance with 24 CFR 85.44, this Agreement may also be terminated for

convenience by the CARC or the COUNTY, in whole or part, by setting forth the reasons for such termination and the effective date of the termination. Upon termination, all properties shall revert back to ownership by the COUNTY.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

The CARC shall administer its program on the properties in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations" as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

CARC shall maintain all records required by the Federal Regulations specified in 24 CFR 570.506 that pertain to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records required to determine the eligibility of activities;
- b. Records required to document the use or disposition of real property acquired or improved with CDBG assistance;
- c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- d. Financial records as required by 24 CFR 570.502 and 24 CFR 84-21-28;
- e. Other records necessary to document compliance with Subpart K of 24 CFR Part 570; and
- f. Other records as may be required by COUNTY from time to time.

2. Retention

CARC shall retain all financial records pertinent to the Agreement for a period in accordance with Florida's public records retention laws, or for a period of six years following October 1, 2029, whichever is longer, and such records shall be considered public records in accordance with and subject to Chapter 119, Florida Statutes. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration period for records retention, then such records shall be retained until completion of the actions and the resolution of all issues.

3. Client Data

CARC shall maintain client data demonstrating client eligibility for services provided for a period of no less than 15 years. Such data shall include, but not limited to, client name, address, income level or other basis for determining eligibility and a description of the services provided. Such information shall be made available to the COUNTY or its designee for review upon request and copies provided to the County on an annual basis.

4. Disclosure

CARC understands that Client information collected under this contract is private and the use or disclosure of such information when not directly connected with the administration of the COUNTY or CARC responsibilities with respect to the services provided under this contract is prohibited by State and Federal law, unless written consent is first obtained from such person receiving service and, in the case of a minor, that responsible parent or guardian.

CARC understands that all non-protected data pertaining to County contracts is subject to the provisions of Chapter 119, Florida Statutes and agrees to allow access to such public records in accordance with Section 119.0701 Florida Statutes. Failure by CARC to to grant such public access to non-protected information shall be grounds for immediate cancellation of this Agreement by the COUNTY.

5. Closeout

The CARC's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but is not limited to: making final payments, disposing of program assets and

determining of the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that CARC has control over NSP assets, including Program Income. In no event shall this occur prior to the end of the fifteen (15) year term.

6. Audit and Inspections

All CARC records with respect to any matters covered by this agreement shall be made available to the COUNTY, appropriate State agency and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours as often as is deemed necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in an audit report must be fully cleared by CARC within 30 days after receipt of the audit report. Failure by the CARC to comply with the above audit requirements constituted a violation of this contract. CARC hereby agrees to have an annual audit conducted in accordance with the COUNTY and State policies to include all contract related activities and such audit forwarded to the COUNTY upon completion.

7. Reports

CARC shall report to the COUNTY annually all Program Income (as defined at 24 CFR 570.500 (a)) generated by activities carried out on the subject properties, indicating that all Program Income from the properties was reused on the properties as outlined in this agreement. The use of Program Income by CARC shall comply with the requirements of the NSP and CDBG programs. CARC shall provide the COUNTY annually, at a minimum, a report summarizing maintenance on the properties. CARC shall submit reports to the County in the form, content and frequency as required by the COUNTY, State and HUD.

C. Compliance

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

D. Use and Reversion of Assets

The real property transferred to CARC's control that was acquired and improved by the COUNTY, in whole or part, shall be used to meet one of the NSP National Objectives pursuant to 24 CFR 570.208 until the expiration of this Agreement. If

CARC fails to use the real property transferred under this Agreement in a manner that meets NSP National Objective for a period of not less than the fifteen (15) year requirement stated above. CARC shall be in violation of this agreement and the Program Income, Maintenance Reserves, and real property shall revert back to COUNTY ownership. CARC may retain all Program Income, Maintenance Reserves, and real property transferred under this Agreement after the expiration of the term of this Agreement, which coincides with the 15-year requirement set forth above, provided that the property was operated and maintained in compliance with this Agreement.

VI. CONDITIONS

A. Uniform Relocation Assistance and Real Property Acquisition Policies

The CARC agrees to comply with any and all provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies, as amended (URA) governing the relocation assistance to displaced persons that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG assisted project.

B. Civil Rights

CARC agrees that it will not discriminate against any of its tenants, rental applicants, employees or employment applicants because of their race, color, religion, sex or national origin and to abide by all federal and state laws regarding nondiscrimination. CARC will comply with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968 as amended) in selecting tenants for these properties.

The CARC agrees to comply with any and all local, State and Federal civil rights ordinances including 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 as amended, The Americans with Disabilities Act of 1990 as amended, the Age Discrimination Act of 1975 as amended, and Executive Orders 11063 and 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

CARC agrees to comply with the nondiscrimination in employment and contracting opportunity laws, regulations and Executive Orders referenced in 24 CFR 570-607 as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still available.

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to any subsequent sale, lease or other transfer of the properties, CARC shall cause or require a covenant running with the property to be inserted in the deed or lease of such transfer prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon. CARC, in undertaking its obligations to carry out the program assisted herein, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

CARC Agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination against individuals with disabilities or handicaps in any federally assisted program.

C. Affirmative Action

CARC will use its best efforts to afford small businesses, minority business enterprises and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this Agreement, the terms "small business" shall mean a business that meets the criteria set forth in section 3(s) of the Small Business Act as amended (15 USC 632) and "minority and women's business enterprise" means a business at least fifty one percent (51%) owned and controlled by minority group members or women. CARC may rely on written representations by businesses regarding their status as a minority and female business enterprise in lieu of an independent investigation.

CARC shall furnish and cause each of its own subcontractors to furnish all information and reports and permit access to its books, records and accounts by the COUNTY, State or HUD or its agents or other authorized Federal officials for the purpose of investigation to ascertain compliance with the rules, regulations and provisions herein stated.

CARC will in all solicitations or advertisements for employees state that is an Equal Opportunity or Affirmative Action employer and will include the appropriate provisions in every subcontract or purchase order related to this Agreement, specifically or by reference, so that such provision will be binding upon each of CARC's contractors.

D. Prohibited Activity

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

CARC shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY.

E. Conflict of Interest

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

1. CARC shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal Funds;
2. No employee, officer or agent of CARC shall participate in the selection or in the award, or administration of a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
3. No covered person who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain financial interest in any contract or have a financial interest in any contract, subcontract or agreement with respect to CDBG-assisted activity, or with the respect to the proceeds from CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For the purpose of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the COUNTY or CARC.

VII. SEVERABILITY

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

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VIII. CONTROLLING LAW

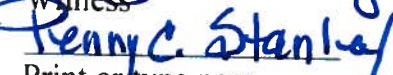
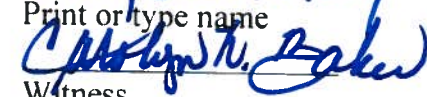
This Agreement shall be construed in accordance with the Laws of the State of Florida, unless preempted by Federal Law.

IX. ENTIRE AGREEMENT

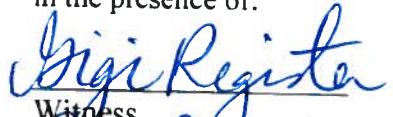
This Agreement constitutes the entire Agreement between the COUNTY and CARC for the use of the real property and assets received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the Grantee and CARC with respect to this Agreement.

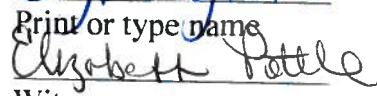
IN WITNESS WHEREOF the parties have caused this instrument to be signed by their respective duly authorized officers or representatives as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

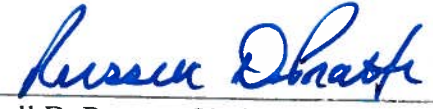

Witness

Penny C. Stanley
Print or type name

Witness
CAROLYN N. BAKER
Print or type name

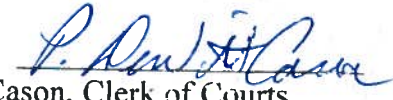
Signed, sealed and delivered
DISABILITIES, INC
in the presence of:


Witness

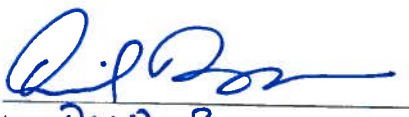
Gigi Register
Print or type name

Witness
Elizabeth Pottle

COLUMBIA COUNTY, FLORIDA

By: 
Russell DePratter, Chairman

ATTEST: 
P. DeWitt Cason, Clerk of Courts

CARC - ADVOCATES FOR CITIZENS WITH

By: 
Print: David Brenner
Title: President & Chair

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09/02/15

09/03/15

Print or type name

Exhibit A

Homes “set aside” for families earning below 50% AMI:

185 SE Greg Place	06983-000
335 SE Craig Avenue	06856-000
127 SE Cameron Terrace	06775-000
192 SE Carob Glen	07570-027
571 SE Olustee Avenue	07553-000

Exhibit B

Homes for families earning between 50% to 120% AMI:

230 SE Lindale Glen, 07486-117

306 SE Lindale Glen, 07486-113

3167 SW Sisters Welcome Road 02952-106

639 SE Country Club Road 07217-000