MEMORANDUM

To: Board of County Commissioners
From: Cheri Coryea, Acting County Administrator
Date: April 11, 2019
Subject: 1st Quarter 2019 Grant Amendments and Donations/Gifts

The Board adopted Resolution 10-099 granting the County Administrator the authority to approve, sign and submit grant applications for County programs and projects. If the grant award is received, such awards and agreements are presented to the County Commission for initial acceptance along with any matching funds required.

Unless prohibited by federal, state law, or agency regulations, the County Administrator may sign amendments to grant awards and all subgrant award/agreements to those grants already accepted by the Board, with certain exceptions such as: requirements for additional matching funds, the amendment of an ordinance or resolution, an agreement with a third party not previously approved, or any action inconsistent with County policy. These exceptions require Board approval.

The Board adopted Resolution 11-058 granting the County Administrator the authority to accept gifts of real, personal, and intangible personal property. Unless prohibited by federal, state law, or agency regulations the County Administrator may sign for donations/gifts valued at less than ten thousand dollars. Donations/gifts amounting to more than ten thousand dollars require board approval.

Attached is a listing of the grant amendments, subgrant awards, interlocal agreements, and donations/gifts that were approved by the Administrator during the period January-March 2019.

Electronic copies of this memo and the actual grant documents are available on the "S Drive" under BCC Administration in a folder labeled "Grant Amendments" and are also provided to Board Records for the formal record. The policies and procedures are available on the iNET under the "Policies and Procedures" tab. Grant Processing Procedures: numbered E.2 and 502.000. Acceptance of Gifts and Donations: numbered F.2 and 602.003

cc: Board Records, Clerk of the Circuit Court
Deputy County Administrator, John Osborne
Acting Deputy County Administrator, Karen Stewart
Department Directors
<table>
<thead>
<tr>
<th>Date</th>
<th>Donor</th>
<th>Original Grant or Gift/Donation Name and Amount</th>
<th>Amendment Sub-Grant or Interlocal Agreement</th>
<th>Purpose</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/15/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2019/2020 through 2023/2024 $15,000.00</td>
<td>Funding Agreement - Sun Coast Loaded Cannon Distilled Spirits - Project Galleon</td>
<td>Economic Development Incentives based on job creation</td>
<td>REO</td>
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<tr>
<td>1/15/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2018/2019 Community Development Block Grant (CDBG) $75,000.00</td>
<td>Subrecipient Funding Agreement for Public Services - AMFM Enterprise, Inc. - Allean’s Loving Care Companion Homemaker and Personal Caregiver Services Program</td>
<td>Provide free companion homemaker and personal caregiver services to the elderly and to disabled, low/moderate income residents</td>
<td>REO</td>
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<tr>
<td>1/22/2019</td>
<td>Manatee County Government</td>
<td>Livable Manatee $14,936.00</td>
<td>William Manfull - US Equity, LLC</td>
<td>Affordable Housing Impact Fee Assistance for 2923 12th St Ct E, Bradenton 34208</td>
<td>REO</td>
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<tr>
<td>2/13/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2018/2019 Emergency Solutions Grant (ESG) $137,803.00</td>
<td>Subrecipient Funding Agreement for Public Services - Community Coalition on Homelessness/Turning Points - Emergency Solutions Grant Program</td>
<td>Provide emergency financial rental assistance for the prevention of homelessness</td>
<td>REO</td>
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<tr>
<td>2/20/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2015/2016 Community Development Block Grant (CDBG)</td>
<td>Amendment #3 Memorandum of Understanding - 26th Street East Sidewalks Project</td>
<td>Public Works Department - Time for Performance has been revised - Measure progress in implementation of services</td>
<td>REO</td>
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<tr>
<td>2/20/2019</td>
<td>Manatee County Government</td>
<td>Program Year 2018/2019 through 2020/2021 $76,000.00</td>
<td>Amendment #2 to the Agreement for Economic Development Incentives - Safran Electrical &amp; Power USA, LLC</td>
<td>Economic Development Incentives based on job creation</td>
<td>REO</td>
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<tr>
<td>2/25/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2019/2020 through 2023/2024 Community Development Block Grant (CDBG) $31,000.00 - EDI and $27,326.00 - M-TIFI</td>
<td>Funding Agreement - PD Myco Trailers LLC - Project CREEK</td>
<td>Economic Development Incentive (EDI) Grant Program and Multimodal Transportation Impact Fee Incentive (M-TIFI)</td>
<td>REO</td>
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<tr>
<td>2/28/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2018/2019 Community Development Block Grant (CDBG) $98,780.00</td>
<td>Subrecipient Construction Funding Agreement - Manatee County Housing Authority - NOSO Rehabilitation Project</td>
<td>Rehabilitation of two MCHA duplex units at 5743 &amp; 5745 8th Street Ct, Bradenton 34203</td>
<td>REO</td>
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<tr>
<td>2/28/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2018/2019 Community Development Block Grant (CDBG)</td>
<td>Land Use Restriction Agreement and Deed Restrictions - Manatee County Housing Authority - NOSO Rehabilitation Project</td>
<td>Rehabilitation of two MCHA duplex units at 5743 &amp; 5745 8th Street Ct, Bradenton 34203</td>
<td>REO</td>
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<tr>
<td>2/28/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2018/2019 Community Development Block Grant (CDBG) $20,000.00</td>
<td>Subrecipient Construction Funding Agreement - Educational Consultants Consortium, Inc. - Anna E. Gayle Resource Center Roofing Project</td>
<td>Provide youth and community activities to income qualified residents; Roof Replacement at 2112 3rd Ave E, Palmetto 34221</td>
<td>REO</td>
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<tr>
<td>2/28/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2018/2019 Community Development Block Grant (CDBG)</td>
<td>Land Use Restriction Agreement and Deed Restrictions - Educational Consultants Consortium, Inc. - Anna E. Gayle Resource Center Roofing Project</td>
<td>Provide youth and community activities to income qualified residents; Roof Replacement at 2112 3rd Ave E, Palmetto 34221</td>
<td>REO</td>
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<td>2/28/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2018/2019 Community Development Block Grant (CDBG) $76,000.00</td>
<td>Subrecipient Funding Agreement for Public Services - Gulfcoast Legal Services, Inc. - Housing Preservation Program</td>
<td>Provide low-to moderate-income residents fair housing education and legal services on fair housing or other housing related issues</td>
<td>REO</td>
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<tr>
<td>3/1/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2018/2019 Community Development Block Grant (CDBG) $39,750.00</td>
<td>Subrecipient Funding Agreement - Manatee Technical College - School District of Manatee County - MTC Workforce Education Program</td>
<td>Provide Workforce Education to income qualified residents</td>
<td>REO</td>
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<tr>
<td>3/1/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2018/2019 SHIP increased from $64,326.00 to $64,713.60</td>
<td>Amendment #1 Rehabilitation Loan Agreement - Iona C. Jones - Provision of a SHIP Rehabilitation Project</td>
<td>Mortgage modification; Construction cost increase</td>
<td>REO</td>
</tr>
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<tr>
<td>3/1/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2018/2019 Community Development Block Grant (CDBG) $325.00</td>
<td>Amendment #3 Subrecipient Funding Agreement - Community Coalition on Homelessness/Turning Points - Emergency Solutions Grant (ESG) Program</td>
<td>Provide emergency financial rental assistance; Move $325.00 from case management to financial assistance; Deadline for expenditures extended</td>
<td>REO</td>
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<tr>
<td>3/8/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2018/2019 Community Development Block Grant (CDBG)</td>
<td>Manatee County Washington Park Project</td>
<td>Provide recreational facilities for the surrounding low- to moderate-income communities near intersection of 8th Ave E &amp; 30th St E, Palmetto 34221</td>
<td>REO</td>
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<tr>
<td>3/2/2019</td>
<td>Manatee County Government</td>
<td>Program Year 2018/2019 Unified Homelessness Grant</td>
<td>Certification of Local Government Approval for ESG applying Nonprofit Organizations - Emergency Shelter Only</td>
<td>Suncoast partnership to end homelessness</td>
<td>REO</td>
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<tr>
<td>3/19/2019</td>
<td>Manatee County Government</td>
<td>Program year 2018/2019 $69,326.25</td>
<td>Rehabilitation Loan Agreement - Jack Hutcheson</td>
<td>Rehabilitation of dwelling at 4451 17th St W, Bradenton 34207</td>
<td>REO</td>
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<td>3/21/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2018/2019 Community Development Block Grant (CDBG) $</td>
<td>Manatee County Washington Park Project</td>
<td>Provide recreational facilities for the surrounding low- to moderate-income communities near intersection of 8th Ave E &amp; 30th St E, Palmetto 34221</td>
<td>REO</td>
</tr>
<tr>
<td>3/21/2019</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2017/2018 $40,000.00</td>
<td>Amendment #1 Subrecipient Funding Agreement for Public Services - Early Learning Coalition of Manatee County, Inc. - Simple Source for Child Care Education Program</td>
<td>Provide Adult Education Classes to prepare for GED exam, training course for child care worker credential, and STEAM-Ed for income-qualified children, residents, or child care workers; Forms revised to clarify scope of program and move funding between line items; Time for Performance extended</td>
<td>REO</td>
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<tr>
<td>1/15/2019</td>
<td>FL Dept of Health</td>
<td>EMS Trust Fund Grant</td>
<td></td>
<td>Purchase of Power Pro Ambulance Cot and CP Documentation Software</td>
<td>EMS-Paul Dicco</td>
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<tr>
<td>1/22/2019</td>
<td>Lorna McGrath</td>
<td>Wheelchair, rollator, cane, incontinence supplies</td>
<td></td>
<td>DME Lending Closet</td>
<td>CP - James Crutchfield</td>
</tr>
<tr>
<td>1/29/2019</td>
<td>Marry Suchy</td>
<td>Various medical supplies and equipment</td>
<td></td>
<td>DME Lending Closet</td>
<td>CP - James Crutchfield</td>
</tr>
<tr>
<td>1/29/2019</td>
<td>Laura Yahres</td>
<td>Walker, toilet chair, shower chair, incontinence supplies, nebulizers, tubing, pedal machine.</td>
<td></td>
<td>DME Lending Closet</td>
<td>CP - James Crutchfield</td>
</tr>
<tr>
<td>1/30/2019</td>
<td>John Coakley</td>
<td>Various medical supplies and hospital bed.</td>
<td></td>
<td>DME Lending Closet</td>
<td>CP - James Crutchfield</td>
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<tr>
<td>2/11/2019</td>
<td>Linda &amp; Howard Speil</td>
<td>(2) shower chairs, bed wedge, bed rail, disposable underpads, raised toilet seat</td>
<td></td>
<td>DME Lending Closet</td>
<td>CP - James Crutchfield</td>
</tr>
<tr>
<td>2/11/2019</td>
<td>David Haun</td>
<td>Wheelchair, walker, commode</td>
<td></td>
<td>DME Lending Closet</td>
<td>CP - James Crutchfield</td>
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COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT FUNDING AGREEMENT
FOR PUBLIC SERVICES
BETWEEN
MANATEE COUNTY AND AMFM ENTERPRISE, INC.
FOR
ALLEAN’S LOVING CARE COMPANION HOMEMAKER AND PERSONAL CAREGIVER SERVICES PROGRAM

This Community Block Grant Subrecipient Funding Agreement for Public Services ("Agreement") is made and entered into as of this 15th day of January, 2019, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as “County” or “Grantee” or “Recipient”), and AMFM Enterprise, Inc., a not-for-profit corporation existing under the laws of the State of Florida (hereinafter referred to as “Subrecipient”).

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at-risk residents of Manatee County, Florida, to promote the general health, safety and welfare; and

WHEREAS, the Subrecipient is a not for profit corporation organized under the laws of the State of Florida for the purpose of providing social support services to disadvantaged or at-risk residents of Manatee County, Florida; and

WHEREAS, the County is the recipient of Community Development Block Grant B-18-UC-12-0018 (hereinafter “the Grant”) and the Catalog of Federal Domestic Assistance (CFDA) number for these funds is 14.218; and

WHEREAS, the County desires to use a portion of the Grant for the improvement of the social and economic welfare of its citizens through the provision of projects and services to benefit low and moderate-income clients; and

WHEREAS, the County, as Grantee, by Resolution No. R-18-114 has identified Subrecipient’s Program and approved funding for the implementation of the goals as required by the Grant; and

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Subrecipient to provide funding for the “Program” of services, as further defined herein, to be provided by the Subrecipient to residents of Manatee County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:
1. **Projects and Services; Relationship:** Subrecipient shall perform or provide or cause to be performed or provided the projects and services described in Exhibit A (the "Program") in accordance with this Agreement and the provisions of all exhibits and attachments included as a part of this Agreement. In the performance of this Agreement, Subrecipient shall be considered a grantee and shall have no status as an agent or employee of Grantee. The Grantee shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Subrecipient in connection with the Program or for debts or claims accruing to such parties. Subrecipient shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

2. **Payments by Grantee:** Grantee shall provide payments to Subrecipient in an amount not to exceed Seventy-Five Thousand and 00/100 Dollars ($75,000.00), as provided in Exhibit B. Grantee shall have no obligation to pay Subrecipient any sum of money in excess of the funds received from the Grant for making payments under this Agreement. If the Grantee is required to repay any funds paid under this Agreement, Subrecipient shall repay the funds to or reimburse Grantee if Grantee has repaid such funds.

3. **Time for Performance:** Subrecipient shall provide the Program of services provided for in this Agreement from October 1, 2018 through September 30, 2019.

4. **General Conditions and Additional CDBG Requirements:** Subrecipient’s performance of this Agreement shall comply with the applicable general conditions provided in Exhibit D and the additional Community Development Block Grant requirements outlined in Exhibit E. Grantee has attempted to identify all applicable Grant requirements and will continue to provide technical support to Subrecipient to assist Subrecipient’s compliance with the Grant requirements. In the event there is a conflict between any provision of this Agreement, including the general conditions, and any Grant requirement, Subrecipient shall comply with the Grant requirement. Nothing provided herein shall relieve Subrecipient from its obligation to meet any of the Grant requirements and of the obligation to become informed and knowledgeable of such requirements.

5. **Indemnity:** Subrecipient shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Subrecipient or its employees, or of the subcontractors or its employees, if any. Subrecipient shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Subrecipient shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Subrecipient, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of Subrecipient’s performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Subrecipient at the above
listed address. Upon receipt of notice, Subrecipient, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Subrecipient attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

6. **Insurance**  Without limiting any of the other obligations or liabilities of the Subrecipient, the Subrecipient shall, at the Subrecipient's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type as set forth in Exhibit F (attach subrecipient’s certificate of insurance). Subrecipient shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include:

   A. Commercial General Liability in an amount not less than $1,000,000 per occurrence and in the aggregate; and

   B. Professional Liability Coverage in an amount not less than $1,000,000 per occurrence.

Until such time as the insurance is no longer required, the Subrecipient shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Subrecipient shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. County shall be under no obligation to pay agency for any services provided or for any costs associated with Subrecipient's Program for any period of time not covered by the insured required under this Agreement.

Subrecipient shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Subrecipient shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's representative.

7. **Representatives:** Grantee’s representative shall be the Director of County’s Redevelopment and Economic Opportunity Department or such other employee as may be designated in writing by the County Administrator, who is authorized to administer this Agreement and designate such additional employees as may be required to monitor Subrecipient’s performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. County’s representative shall have such other authority as may be provided for in Exhibit D. Disputes over any provision not satisfactorily resolved with County’s representative shall be referred to the County Administrator or his designee. Within thirty (30) days from the date of execution of this Agreement by both parties, Subrecipient shall
provide the County with a list of representatives authorized to act on behalf of Subrecipient. The list of authorized representatives shall be approved by the Subrecipient’s Board of Directors.

8. **Suspension or Termination:** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with 24 CFR 570.503, Grantee may suspend or terminate this Agreement in whole or in part if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referenced herein, and Grantee may declare the Subrecipient ineligible for any further participation in Grantee’s contracts, in addition to other remedies provided by law. In the event Grantee has probable cause to believe Subrecipient is not in compliance with any applicable rules, regulations, or provisions of this Agreement, Grantee may withhold payment of any funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance. In the event Subrecipient fails to perform within the times provided in Exhibit C, or otherwise fails to comply with this Agreement, and correction is not made within twenty-one (21) days of written notice from Grantee’s representative to Subrecipient to cure such failure or default, Grantee may terminate this Agreement. All funds disbursed under this Agreement shall be returned to Grantee by Subrecipient within thirty (30) days of termination.

Upon expiration or termination of this Agreement for any reason, the Subrecipient shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Subrecipient’s final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

9. **Duration; Obligations Subject to Receipt of Grant Funds:**

A. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on October 1, 2018 and ending on September 30, 2019. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Subrecipient in accordance with all requirements and terms of this Agreement.

B. This Agreement may be renewed by written amendment for one additional term of one (1) year, for a maximum total of two (2) years.
C. The obligation of the County to pay the amounts provided for in Exhibit B is subject to and conditioned upon the continued receipt of funds pursuant to the Grant.

10. Notices: All notices or written communications required or permitted herein shall be deemed to have been given when received if hand-delivered, or when deposited in the U.S. mail, postage paid, and addressed as follows:

If mailed to Subrecipient: Alberta McIntosh, CEO
AMFM Enterprise, Inc.
616 10th Street East
Bradenton, FL 34203

If by hand-delivery to Subrecipient: Alberta McIntosh, CEO
AMFM Enterprise, Inc.
616 10th Street East
Bradenton, FL 34203

If mailed to Grantee: Director
Manatee County Redevelopment and Economic Opportunity Department
P.O. Box 1000
Bradenton, Florida 34206

If by hand-delivery to Grantee: Director
Manatee County Administration Building
Redevelopment and Economic Opportunity Department
1112 Manatee Avenue West, 3rd Floor
Bradenton, Florida 34205

Notice of termination or withholding payment shall be served by certified or registered mail, return receipt requested, or by hand-delivery. Either party may provide written notice to the other party of a change of address for delivery of notices, which will take effect upon receipt.

11. Assignability: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee.

12. Amendments: This Agreement, along with all exhibits and attachments which are hereby incorporated as a part of this Agreement, may not be modified, amended, or extended orally. This Agreement may be amended only by written agreement executed by the governing boards of both parties, except that Grantee representative may approve adjustments between line item amounts provided in Exhibit B and the schedule provided in Exhibit C that do not change the Program, exceed the amount funded by the Grantee, or extend the ultimate completion date.
13. **Severability:** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs here, but shall be confined solely to the paragraph involved in such decision.

14. **Headings:** All articles and descriptive headings of paragraphs in this Agreement and its exhibits and attachments are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

15. **Authority to Execute:** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement, and that the execution of this Agreement has been authorized by the parties’ authorized representative.

16. **Catastrophic Events:** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

17. **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Subrecipient and any providers of promotional, advertising or other services, or goods, purchased by the Subrecipient. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, Subrecipient, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

18. **Construction:** This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

19. **Waivers:** Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

20. **Governing Law; Venue:** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.
21. **Remedies:** Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

22. **Attorney’s Fees and Costs:** Each party hereto shall be solely responsible for paying its attorney’s fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation rising under this Agreement.

23. **Effective Date:** This Agreement shall take effect as of the date set forth above.

[signature page to follow]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES:

Sign Name: Tynesha McIntosh
Print Name: Tynesha McIntosh

Sign Name: Raquel Bush
Print Name: Dorothy Booker

SUBRECIPIENT:

By: Alberta Mcintosh
Print Name: Alberta McIntosh, CEO

DUNS #: 606179385
Email: alberta.amfment@yahoo.com

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: Geraldine C. Lopez, Director, Redevelopment and Economic Opportunity Department (per Resolution R-18-114)

Date of Execution: 1/15/19
EXHIBIT A

SUBRECIPIENT'S PROGRAM

Subrecipient will provide free companion homemaker and personal caregiver services to the elderly and to disabled, low/moderate income, eligible individuals in Manatee County.

1. For the purposes of this Agreement, the companion homemaker and personal caregiver services will be defined as providing one-on-one contact with individual clients in their homes. Services shall include, but not be limited to, light housekeeping, preparing meals, errands, shopping for meal preparation, individual hygiene services (bathing, etc.), transportation to and from medical appointments, and nutritional/exercise education.

2. A unit of service will be defined as one hour of service provided to client.

3. Subrecipient shall ensure that an unbiased environment is maintained throughout the term of this agreement.

4. OUTCOME MEASUREMENTS:
   a. Subrecipient will monitor and measure the following outcomes and report them quarterly.
      i. Clients will be evaluated by either staff or a family member according to the questionnaire (approved by the County) that will be developed by AMFM Enterprise, Inc. prior to receiving services from Allean's Loving Care.
      ii. Once services begin, Clients will be re-evaluated each quarter, by the same person doing the initial evaluation, according to the questionnaire that is developed by AMFM Enterprise Inc.
      iii. Of the 15 elderly clients served, 10 will show an overall 30% gain in the evaluation factors by the 9th month of services.

5. Subrecipient shall provide Program throughout Manatee County, Florida. Service hours may vary based on site location and Subrecipient determination.

6. Subrecipient shall ensure the provision of an adequate facility for the administration of program services to participants. The facility must allow for accessibility and accommodation of participants, including individuals of the special needs population. Subrecipient shall insure the provision of a full-time office, operative during regular business hours and the availability of services for special needs population at any location deemed most appropriate for the participants.

7. Subrecipient shall provide a reasonable accommodation to participants who may encounter language and/or communication barriers (i.e., language interpreters, assistance to the hearing impaired, etc.).
EXHIBIT B

PAYMENTS

1. County shall pay a maximum of Seventy-Five Thousand and 00/100 Dollars ($75,000.00) to the Subrecipient for the Allean's Loving Care Program. Subrecipient shall accept that amount toward the cost of providing homemaker and companion services, and nutritional and exercise education in the homes of elderly clients.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Fees</td>
<td>$75,000.00</td>
</tr>
</tbody>
</table>

2. Subrecipient shall be paid monthly by the County in the amount of $35.00 for each unit of service. A unit of service is defined as one hour of service provided to a client as defined in Exhibit A of this Agreement. Units of service shall be rounded to the nearest quarter hour.

3. Subrecipient shall provide a request for payment by the 15th of the month which shall include:

   a. A completed Request for Payment form (Attachment B1).

   b. A summary detailing the support documentation of the payment request.

   c. An invoice on agency letterhead summarizing the payment request.

4. An estimated Final Payment Request will be due during the first week in September of each year. The required documentation of those expenses does not have to be provided to the County at such time. Within fifteen (15) calendar days of the end of the program year, the Subrecipient shall render all actual final expenses and required documentation of said expenses. County shall not be responsible for the payment of any charges, claims, or demands of the Subrecipient not received within said fifteen (15) day period.

5. County shall have no obligation to pay Subrecipient any sum in excess of the Funds received for making payments under this Agreement. If County is required to repay any Funds paid under this Agreement, Subrecipient shall repay the Funds or reimburse County if County has repaid the Funds.

6. As services under this Agreement are performed under a unit cost basis, documentation for payment, cost-reimbursement or indirect costs are not applicable.

7. The County may disapprove requests for payment which are not consistent with the terms of this Agreement.
Attachment B1

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
COMMUNITY DEVELOPMENT BLOCK GRANT
REQUEST FOR PAYMENT

SUBRECIPIENT: AMFM Enterprise, Inc.

PROJECT/PROGRAM NAME: Allean's Loving Care

PAYMENT REQUEST FOR MONTH OF: ____________________________

SECTION 1: REQUEST FOR PAYMENT

<table>
<thead>
<tr>
<th>REQUEST THIS PERIOD</th>
<th>TOTAL FUNDING</th>
<th>REQUESTED YEAR-TO-DATE</th>
<th>BALANCE OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$ 75,000.00</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

SECTION 2: CLIENT SERVICES

<table>
<thead>
<tr>
<th>UNIT COST</th>
<th>UNIT CONTRACT TOTAL</th>
<th>Y-T-D TOTAL PRIOR</th>
<th>TOTAL THIS PERIOD</th>
<th>TOTAL Y-T-D</th>
<th>% OF PLAN ACHIEVED</th>
<th>% OF TIME ELAPSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>$35.00</td>
<td>2142 hrs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: SUPPORTING DOCUMENTATION

Attach:
1. Invoice on agency letterhead for the payment request.
2. Summary of support documentation for the payment amount being requested.

PREPARED BY: ____________________________ DATE: ____________________________
I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: ____________________________ DATE: ____________________________

Please Make Check Payable to: ____________________________
Please Submit to: _______________________________________

DO NOT WRITE BELOW THIS LINE

CDBG CONTRACT MANAGER ____________________________ DATE ____________________________
EXHIBIT C

TIME FOR PERFORMANCE

1. Progress in implementation of services under this Agreement shall be measured against the following levels of accomplishments:

   a. Subrecipient will use the grant to provide companion homemaker and personal caregiver services will be defined as providing one-on-one contact with individual clients in their homes. Services shall include, but not be limited to, light housekeeping, preparing meals, errands, shopping for meal preparation, individual hygiene services (bathing, etc.), and, transportation to and from medical appointments, and nutrition/exercise education, over the period of October 1, 2018 to September 30, 2019.

   b. It is anticipated that the Subrecipient will serve approximately 15 persons over the agreement period.

2. County’s contract representative may accept variances in the level of service and shall be responsible for advising Subrecipient if it appears that Subrecipient is not in substantial compliance with this Agreement or if at any time Subrecipient has failed any requirement placed on County related to the funds.

3. Subrecipient will complete and submit Monthly Progress Reports (Attachment C1) to the County by the 15th of each month. These progress reports will be in the format required by the County that will include a comparison of the actual number of clients served versus the proposed number of clients served for the preceding month. The report also identifies any obstacles encountered and the efforts made to overcome identified obstacles.

4. Subrecipient will complete and submit Quarterly Demographic Reports (Attachment C2) to the County. The Reports will be in the format required by the County and will report the necessary data as required in “Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs”, published in the Federal Register on March 7, 2006. The County is beginning to track clients that reside in one of the R/ECAPS, as reflected in the demographic report. Please refer to the map toward the end of the agreement for the R/ECAPs and their census tracts.

5. Subrecipient will complete and submit Quarterly Outcomes Report (Attachment C3) to the County. The Subrecipient shall track and report program outcome results, as identified in Exhibit A, item 4, for the clients served during the quarter.
Attachment C1

MANATEE COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT
Monthly Progress Report

Report for Month of: ____________, 20__

The following questions should be answered to the best of your ability and in the order listed. Each question should be used as headings for your answers.

1. List the original number of people/households served or benchmarks for this program, and describe the extent to which they were achieved for each activity (found in the Agreement) during this reporting period.

2. Do you feel the program is on track to meet the scope of services contracted with the County? Please describe.

3. Describe any obstacles or challenges met in conducting your program.

4. What have you done to attempt to overcome any obstacles/challenges?

5. Describe any apparent gaps in service you have encountered in implementing your program, if any.

6. Describe the efforts being made to make potential clients aware of your program. (Please attach any printed materials relating to the program, such as press releases or news articles, etc.)
Attachment C2

MANATEE COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT
Quarterly Demographic Report

Subrecipient ________________________________
Program _________________________________

Date ________________________________
Contact Perscn _________________________ Phone ________________________________

Certification by Board Chair: I certify that to the best of my knowledge and belief this report is correct, complete, and accurately reflects the current status of this approved CDBG project.

Name __________________________________ Title ________________________________
Signature __________________________________ Date ____________________________

Quarterly Demographic Report Due Dates

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter</td>
<td>10/1 - 12/30</td>
</tr>
<tr>
<td>2nd Quarter</td>
<td>1/1 - 3/31</td>
</tr>
<tr>
<td>3rd Quarter</td>
<td>4/1 - 6/30</td>
</tr>
<tr>
<td>4th Quarter</td>
<td>7/1 - 9/30</td>
</tr>
</tbody>
</table>

Reviewed By ___________________________ Date ____________________________
(County Staff)

Reporting Date__________________________
## PROGRAM INFORMATION SUMMARY REPORT

Total persons/households served year-to-date _____  Annual goal _____

<table>
<thead>
<tr>
<th># of new clients</th>
<th>Total # of clients</th>
</tr>
</thead>
<tbody>
<tr>
<td>this period</td>
<td>year-to-date</td>
</tr>
</tbody>
</table>

1. Total

### Racial & Ethnicity Data

<table>
<thead>
<tr>
<th>Hispanic</th>
<th>Non-Hispanic</th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African American</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian or Other Pacific Islander</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African American &amp; White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

American Indian/Alaskan Native & Black/African American

Other Multi-Racial

2. Total

### Income Data

<table>
<thead>
<tr>
<th># of new clients</th>
<th>Total # of clients</th>
</tr>
</thead>
<tbody>
<tr>
<td>this period</td>
<td>year-to-date</td>
</tr>
</tbody>
</table>

Extremely Low Income (0-30% AMI)

Very Low Income (31-5% AMI)

Low Income (51-80% AMI)

3. Total

### Other Demographic Data

<table>
<thead>
<tr>
<th># of new clients</th>
<th>Total # of clients</th>
</tr>
</thead>
<tbody>
<tr>
<td>this period</td>
<td>year-to-date</td>
</tr>
</tbody>
</table>

Female Headed-Households

Disabled/Special Needs

R/ECAP Clients

Total

******Totals for lines 1, 2, and 3 must match.******
FINANCIAL INFORMATION SUMMARY REPORT

FINANCIAL:

Total amount of CDBG funds awarded for this fiscal year. $___________
Total amount of CDBG funds expended this Quarter. $___________
Total amount of CDBG funds expended in previous quarter(s). $___________
Remaining CDBG funds. $___________

OTHER FUNDS: (other funds used in CDBG project - whether federal, state, local or private)

Total amount of other funds this Quarter $___________ Year-to-date $_____________
# Results First Quarterly Report

### Subrecipient Name:

### Project Name:

### Agency Contact:  Phone #

### Email Address:

<table>
<thead>
<tr>
<th>Target Information:</th>
<th>Of the ____ clients anticipated to be served by the program during the fiscal year:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Statement:</td>
<td>a. _____ will achieve _____</td>
</tr>
<tr>
<td></td>
<td>b. _____ will achieve _____</td>
</tr>
</tbody>
</table>

### Target Issues identified:

Please list any issues you have encountered to date.

### Target Milestones achieved this quarter:

_____ clients have been served by this program

_____ clients have met target

_____ clients are making progress toward the target

_____ clients have met the following milestones

_____ clients have not met the following milestones

### Target Milestones planned for the quarter, but not achieved:

Please state the milestone planned and not achieved and list the reason why not.

What will you do differently to achieve the target?

### Questions or concerns for discussion:

### Successes:

Attach a brief project success story to your report.

---

**Date Received:**

**Received By:**
EXHIBIT D

GENERAL CONDITIONS

1. Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program’s National Objectives - 1) benefit low/moderate income clients, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

2. Because the Program by Subrecipient is funded in part by the Community Development Block Grant (CDBG) program, Subrecipient shall upon request by County’s Representative require that an acknowledgment and release be signed by clients receiving services (and by parent or guardian for minor children) for such Subrecipient records which may be required by the County for purposes of monitoring and evaluating services that may be public records under Chapter 119, Florida Statutes.

3. Income eligibility will be determined for the beneficiaries of the program. If beneficiary is qualifying under the Limited Clientele category, activities must meet one of the following tests:
   a. Benefit a clientele that is generally presumed to be principally LMI. This presumption covers abused children, battered spouses, elderly clients, severely disabled adults, homeless clients, illiterate adults, clients living with AIDS and migrant farm workers; or
   b. Require documentation on family size and income in order to show that at least 51 percent of the clientele are LMI (see Attachment D1); or
   c. Have income eligibility requirements limiting the activity to LMI clients only. (see Attachment D1).

4. All forms referenced in this Agreement, not attached hereto, shall be provided or approved by County’s Representative and shall be completed and submitted by Subrecipient to County.

5. A representative of Subrecipient who is familiar with this Agreement and the Subrecipient’s services shall, when reasonably possible, attend and participate in meetings regarding the CDBG funding, as requested by County.

6. Subrecipient shall include the words “Funded in part by the Manatee County Community Development Block Grant program” in press releases, promotional materials, advertising or publicity about the Program funded under this Agreement.
7. Subrecipient shall furnish County with all additional information, records, reports and data as may be required by HUD or County pertaining to matters of this Agreement.

8. County shall have the right to monitor and evaluate all aspects of activities carried out by Subrecipient. The reports and information submitted by Subrecipient pursuant to this Agreement, and site visits of Subrecipient by the County, shall be considered in the evaluation.

9. Subrecipient shall employ sufficient staff to provide the services in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Subrecipient.

10. If indirect costs are funded in the budget (Exhibit B (1)(a)), such indirect costs charged must be consistent with the conditions of Exhibit E (2)(C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendment to this budget must be approved in writing by the Grantee and the Subrecipient.

11. Public Records: By accepting award of this Agreement, Subrecipient acknowledges that the portion of its books and records related to its contracting activities with County may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Accordingly, Subrecipient shall:

   a. Keep and maintain public records required by the County to perform the service.
   b. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to the County.
   d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Subrecipient or keep and maintain public records required by the County to perform the service. If Subrecipient transfers all public records to the County upon completion of the Agreement, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient keeps and maintains public records upon completion of the Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.
IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Deborah M. Scaccianoce
Records Division Manager
P.O. Box 1000
Bradenton, FL 34206
debbie.scaccianoce@mymanatee.org
941-742-5845 (x 5845)

12. Reversion of assets [24 CFR 570.503 (b)(7)]: Upon expiration of the agreement, 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. It shall also include provisions designed to ensure that 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) in excess of $25,000 is either:

(a) Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

(b) Not used in accordance with paragraph 12.(a) of this section, in which event the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)


13. Health Insurance Portability and Accountability Act (HIPAA): To the extent Subrecipient is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Subrecipient shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Program provided hereunder. In conformity therewith, Subrecipient shall:

a. Not use or further disclose PHI except as permitted under this Agreement or required by law;

b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
c. Mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of PHI by Subrecipient except as permitted by this Agreement.

d. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.

e. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Subrecipient's compliance with HIPAA.

Subrecipient, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with the HIPAA during its association with County. Subrecipient will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA. Subrecipient will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations. Subrecipient will insure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Subrecipient will assume all expense for such training.

Notwithstanding any other provision of this Agreement, Subrecipient agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Subrecipient, its agents or employees. In addition to the foregoing, to the extent Subrecipient is a HIPAA Covered Entity or Business Associate, Subrecipient must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County's request, copies of same.
Attachment D1

Manatee County

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
INCOME LIMITS
2018-2019

Effective June 1, 2018

Below are the income guidelines for the Sarasota-Bradenton Metropolitan Statistical Area:

Manatee County Median Income: $70,300

<table>
<thead>
<tr>
<th></th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
<th>5 Person</th>
<th>6 Person</th>
<th>7 Person</th>
<th>8 Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>30% Very Low</td>
<td>$14,800</td>
<td>$16,900</td>
<td>$19,000</td>
<td>$21,100</td>
<td>$22,800</td>
<td>$24,500</td>
<td>$26,200</td>
<td>$27,900</td>
</tr>
<tr>
<td>50% Low</td>
<td>$24,650</td>
<td>$28,150</td>
<td>$31,650</td>
<td>$35,150</td>
<td>$38,000</td>
<td>$40,800</td>
<td>$43,600</td>
<td>$46,400</td>
</tr>
<tr>
<td>80% Moderate</td>
<td>$39,400</td>
<td>$45,000</td>
<td>$50,650</td>
<td>$56,250</td>
<td>$60,750</td>
<td>$65,250</td>
<td>$69,750</td>
<td>$74,250</td>
</tr>
</tbody>
</table>

Please Note: These income limits are subject to change and will be provided as new income limits are released by HUD.
EXHIBIT E

ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT REQUIREMENTS

Subrecipient shall comply with all applicable requirements provided herein.

1. General Conditions

1. A. General Compliance

Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants). The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. B. Workers’ Compensation

Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

3. C. Insurance and Bonding

Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

2. Administrative Requirements

A. Financial Management

1) Accounting Standards

Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred.

2) Cost Principles

Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, “Uniform Administrative Requirements for
Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

B. Documentation and Record-Keeping

1) Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR Pat 570.502, and OMB Circular A-110; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2) Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involves any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
4) **Property Records**

The Subrecipient shall maintain real property inventory records which shall clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the changes in use restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.

5) **Close-Outs**

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall 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 the Grantee), and determining the custodianship of records.

6) **Audits and Inspections**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, OMB Circular A-133. [NOTE: For governmental Subrecipient, the citation would be OMB Circular A-128.]

C. **Reporting and Payment Procedures**

1) **Program Income**

The Subrecipient shall report monthly, all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.
2) **Indirect Costs**

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3) **Progress Reports**

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. **Procurement**

1) **OMB Standards**

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 570.502.

2) **Travel**

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

3. **Relocation, Property Acquisition, and One-For-One Housing Replacement**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to clients (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project or program. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of clients from their residences.

4. **Personnel and Participant Conditions**

A. **Civil Rights**

1) **Compliance**

The Subrecipient agrees to comply 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

2) **Nondiscrimination**

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of the nondiscrimination clause.

3) **Land Covenants**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for 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, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) **Section 504**

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
B. Affirmative Action

1) Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order of 11246 of September 24, 1965. The Grantee 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 award of funds.

2) MBE/WBE

The Subrecipient shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term “minority and female business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The Subrecipient shall 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.

5) 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.
6) **Subcontract Provisions**

The Subrecipient shall include the provisions of Paragraphs X A, Civil Rights and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

**C. Employment Restrictions**

1) **Prohibited Activity**

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2) **Labor Standards**

The Subrecipient agrees to comply with the requirements of the secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standard Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

**D. Section 3 Clause**

All Section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
1. 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 clients, particularly clients who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD’s regulations in 24 CFR 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.

3. The contractor agrees to send 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 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.

4. The contractor agrees to include this 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 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 CFR part 135.

5. 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 clients 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.

6. 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.

7. 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).

E. Conduct

1) Hatch Act

The Subrecipient agrees 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 United States Code.

2) Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

3) Lobbying

The Subrecipient hereby certifies that:

a. 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;

b. 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 a Federal contract (including this Agreement), grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (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

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.) Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

5.) Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Environmental Conditions

A. Air and Water

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

1) Clean Air Act, 42 U.S.C., 7401, et seq.
2) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and
information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation


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.

6. Any “Other Program Requirements” covered under 24 CFR 570, Subpart K, that are not specifically addressed in this Agreement, as applicable.
EXHIBIT F

Attach Subrecipient's Certificate of Insurance
INFORMATION PAGE

Workers' Compensation and Employers Liability Insurance Policy

NCCI Code Number: 10233

1. The Insured: AM AND FM ENTERPRISE INC
   [ ] Individual [ ] Partnership
   [X] Corporation or [ ]

Mailing Address:
616 10TH ST EBRADENTON, FL 34208
Other workplaces not shown above: See WC 99 06 06 (09/09)
Date Issued: 06/15/2018

2. The policy period is from June 14, 2018 12:01 AM to June 14, 2019 12:01 AM at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: FL
   
   B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:
   
   Bodily Injury by Accident $100,000 each accident
   Bodily Injury by Disease $500,000 policy limit
   Bodily Injury by Disease $100,000 each employee

   C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
   
   D. This policy includes these endorsements and schedules: See WC 99 06 03 (09/09).

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

   Classifications | Code | Premium Basis | Rate Per | Estimated
   No. | Total Estimated | $100 of | Annual
   | Annual Remuneration | Remuneration | Premium

The classifications are listed on WC 99 06 04.

Total Estimated Annual Premium $3,228.00

Minimum Premium $403.00
Expense Constant $160.00

Countersigned by

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Moten-Golden Insurance Agency, Inc.
1021 Carlton Arms Blvd.
Bradenton FL 34208

INSURED
AM & FM Enterprises, Inc. dba Allman's Loving Care
616 10th St East
Bradenton FL 34208

CERTIFICATE NUMBER: AH2552875

COVERAGES

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CERTIFICATE HOLDER
Manatee Central LLC
902 Manatee Avenue E
Bradenton, FL 34203

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Authorized Representative

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* Supporting Documentation Required ________________________________
REHABILITATION LOAN AGREEMENT

DATE: ______________________

In consideration of the mutual agreements contained in this Rehabilitation Loan Agreement (this "Agreement"), the County and Owner agree as follows:

ARTICLE I. DEFINITIONS

1.01 Completion Date: means the date on which the Improvements are fully complete in accordance with the Plan (as defined in Section 1.11 below), including the issuance of a Certificate of Occupancy or Certification of Completion for the Improvements by Manatee County Government, which date must be on or before the last day of the Rehabilitation Period.

1.02 Rehabilitation Period: means the period commencing within thirty (30) days of issuance of the Notice to Proceed, as defined in Section 1.13 herein, and expiring 150 days thereafter.

1.03 Contractor: means Steve Dinicolantonio, having an address of 4451 17th St W Bradenton, FL 34207, a fully licensed general, building or residential contractor.

1.04 County: means Manatee County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners and officers and agents, and having an address of 1112 Manatee Avenue West, Bradenton, Florida 34205. County also means Lender and the maker of the Loan as defined in Section 1.07 below.

1.05 Improvements: means a single-family home, and all other Improvements described in the Plan (as defined in Section 1.11 below).

1.06 Additional Lender: means N/A whose address is: N/A.

1.07 Loan: means the public funding made through State or Federal or County funds, or a combination thereof pursuant to the provisions of 24 C.F.R. Part 92, or Section 420.907, Florida Statutes, et seq., or a combination thereof, and the ordinances and policies of the County, from County to Owner (as defined in Section 1.10 below), evidenced by a promissory note in the original principal amount of $69,326.25, and all renewals, extensions, modifications, future advancements, and replacements thereof.

1.08 Loan Documents: means all documents and instruments executed or submitted in connection with the Loan, including but not limited to this Agreement, the loan commitment, if any, the promissory note, the Mortgage, borrower's affidavit, and all other documents executed by Owner.

1.09 Mortgage: means the Mortgage executed simultaneously herewith securing the Loan.

Revised: 04/04/2009
1.10 **Owner:** means the borrower of the Loan, Jack Hutcheson with a current mailing address of 4451 17th St W Bradenton, FL 34207.

1.11 **Plans:** means the proposal for work and work write-up prepared by Steve Dinicolantonio and dated 2-13-2019, all attached to Contractor's Acknowledgment and Consent required herein and incorporated as part of this Agreement, and all amendments and modifications thereto which are approved in writing by County.

1.12 **Real Estate:** means the real property encumbered by the Mortgage, and more specifically described therein with an address of 4451 17th St W Bradenton, FL 34207.

1.13 **Start of Rehabilitation:** means the date on which the Notice to Proceed is issued by Manatee County.

**ARTICLE II. REPRESENTATIONS AND WARRANTIES OF OWNER**

For and in consideration of the money to be paid by County, Owner provides the following representations and warranties, as of the date hereof and as of the date of each payment by County hereunder, which representations and warranties shall survive the making of each payment and the termination of this Agreement.

2.01 As of the date and time of the recording of the Mortgage, no work has been done on the Real Estate by the Owner or anyone acting for or on behalf of the Owner, and no materials have been placed on the Real Estate by any material supplier.

2.02 As of the date and time of the recording of the Mortgage, no Notice of Commencement has been recorded concerning the Real Estate.

2.03 The Plans do, and the Improvements when constructed will, comply with all restrictive covenants affecting the Real Estate, zoning ordinances, building laws and codes, and all other governmental regulations and requirements.

2.04 The Improvements shall be completed in accordance with the Plans and such changes to the Plans as may be approved in writing by County, and the Improvements shall be complete, and a Certificate of Occupancy or Certificate of Completion shall be issued for the Improvements on or before the last day of the Rehabilitation Period.

2.05 Each payment made under this Agreement shall be used solely for the completion of the Improvements on the Real Estate and payment for materials, labor, services, costs and expenses incurred in connection with the completion of the improvements.
2.06 Monies to be paid to Contractor on behalf of Owner under this Agreement, together with such other funds in the amount of $N/A available from Additional Lender or Owner, are sufficient to complete and pay for the completion of the Improvements.

2.07 There are no pending lawsuits or judgments against Owner which may in any way impair the ability of Owner to fully perform all agreements contained in this Agreement or which may affect the Real Estate or the loan documents.

2.08 All utilities services necessary for the completion of the Improvements and full utilization of the property for its intended purpose are presently available at the Real Estate through public or unencumbered private easements of rights-of-way.

2.09 There are no encroachments onto the Real Estate of any Improvements on any adjoining real property.

2.10 No defect or condition of the Real Estate or the soil or geology thereof exists which will impair the planned use of the Real Estate.

ARTICLE III. DUTIES OF OWNER

Owner agrees to the following:

3.01 Prior to or at the time of entering into a contract for construction, Owner shall provide Contractor with a copy of this Agreement and obtain Contractor’s acknowledgment and consent to the terms of this Agreement and other conditions as may be imposed by County. Contractor’s acknowledgment and consent shall comply with Exhibit “A”.

3.02 Owner shall reimburse County for all expenses above the loan amount of any kind which may be incurred by County in connection with or arising out of this Agreement, and County may deduct from any payment to be paid under this Agreement any amount necessary for the payment of: (1) any fees, expenses, charges, liens or encumbrances related to the completion of the Improvements or upon the Real Estate, and all sums so deducted or applied will be deemed payments from the Loan.

3.03 Owner shall indemnify, defend, and hold County harmless from all actions, claims, demands, damages, costs, expenses and other liabilities, including but not limited to reasonable attorneys' and paralegals' fees and costs which County may incur or that in any way relate to or arise out of the completion of the Improvements.

3.04 Owner shall promptly notify County in writing of: (i) any default or event which could possibly constitute a default hereunder, (ii) any litigation or other proceedings before any court or governmental or administrative authority against Owner or affecting Owner's assets (including without limitation of the Real Estate) which would, if successful, materially affect the Owner or Owner's assets, and (iii) any notices of any default under any contract for completion of the

Revised: 04/04/2009
Improvements or furnishing of any labor or materials for the Improvements, whether from Contractor, any subcontractor, fabricator of special materials or other material supplier.

3.05 Immediately upon receipt, Owner shall provide County with copies of all notices to Owner, claims of lien, and any other similar notices received by Owner from the Contractor, any subcontractor, fabricator of special materials or other material supplier, or any party who could assert a lien against the Real Estate.

3.06 The Owner accepts full responsibility for selecting the Contractor and all subcontractors, material suppliers, materials, supplies and equipment used in the completion of the Improvements, and the County assumes no responsibility for the completion of the Improvements according to the Plans for the contract price.

3.07 The Owner accepts full responsibility for compliance with Florida's Construction Lien Law and hereby relieves the County from any liability thereunder of any nature.

3.08 The Owner agrees that Owner is fully responsible for determining the performance of the Contractor and whether the Improvements are constructed in accordance with the Plans and all applicable laws and regulations, and whether the completion of the Improvements are of satisfactory quality. Any inspections performed by County or its agents during the completion of the Improvements are for the sole benefit of County and are not intended to protect the Owner's interest in any way.

3.09 The Owner agrees that County's acceptance of the Contractor, subcontractor or material suppliers, the Plans, and the County's making of payments, in no way represents a warranty that the Improvements are constructed in accordance with the Plans, or that the Improvements are built in accordance with applicable laws or regulations or are suitable for their intended purpose, and the Owner agrees that the County shall have no liability whatsoever concerning such items.

3.10 Owner has provided County with Contractor's Acknowledgment and Consent in a form required by County.

3.11 Owner shall provide evidence of casualty and flood insurance as required by any Federal or State regulations, if any, acceptable to County, in an amount equal to or greater than the cost of the Improvements less the actual cost of the Real Estate, with County named as loss payee to the extent of the loan amount.

ARTICLE IV. CONDITIONS PRECEDENT TO COUNTY'S OBLIGATIONS TO MAKE PARTIAL PAYMENTS

Payment by County may be in five parts, including the retainage payment. County reserves the right to withhold up to ten percent (10%) per partial payment request until construction has been completed and any deficiencies corrected. The making of a partial construction payment by County to Contractor on behalf of Owner is subject to the following conditions precedent:
4.01 The Loan Documents shall have been properly executed, acknowledged and delivered to County.

4.02 The County shall have received all documents necessary to process a building acceptance review, including without limitation (i) a completed Contractor Information form, (ii) a copy of the Contractor's professional license, (iii) a copy of the Contractor's Liability Insurance, (iv) Drug Free Work Place Certification, (v) Public Contracting and Environmental Crimes Certification; and County shall have accepted the Contractor, provided that such acceptance shall be for the sole benefit of County and shall not be an endorsement of the Contractor and the County does not thereby in any way warrant the suitability or financial strength of the Contractor or the completion of the Improvements.

4.03 A copy of all necessary building permits for the completion of the Improvements.

4.04 Delivery of Contractor's Acknowledgment and Consent signed by Contractor substantially in accordance with the form attached hereto as Exhibit “A” and including a copy of the Work Write-up.

4.05 The estimated remaining cost of completion of the Improvements in accordance with the Plans does not exceed the remaining balance of the Loan.

4.06 The Improvements shall be completed by the Completion Date.

4.07 All other funds from Additional Lender or Owner have been paid in accordance with the work write-up and the Contractor has completed at least 25% of the work to be funded from the Loan as determined in accordance with the work write-up.

4.08 County has received the following in form and substance satisfactory to County.

(a) A written requisition, in such form as required by County, specifying in detail the cost of all labor and materials furnished in connection with the completion of the Improvements, such requisition accompanied by invoices, receipts, certificates and other documents, if required by County:

(b) A Partial Release of Lien from each subcontractor, material supplier and any other party who may have the right to a lien on the Real Estate and/or the Improvements, and a Progress Payment Affidavit and Partial Release of Lien of the contractor, in such form as required by County; and

(c) An inspection report, satisfactory to County, prepared by County's inspector of the Improvements.

4.09 The receipt by County of all other documents or items reasonably required by County, to
evidence work completed and compliance with this Agreement.

DRAW #2 –

4.10 All provisions of 4.01 through and including 4.09 have been met, if applicable.

4.11 The estimated remaining cost of completion of the Improvements in accordance with the Work Write-Up does not exceed the remaining balance of the Loan.

4.12 All other funds from Additional Lender or Owner have been paid in accordance with the work write-up and the Contractor has completed at least 50% of the work to be funded from the Loan as determined in accordance with the work write-up.

DRAW #3 –

4.13 All provisions of 4.01 through and including 4.12 have been met, if applicable.

4.14 The estimated remaining cost of completion of the Improvements in accordance with the work write-up does not exceed the remaining balance of the Loan.

4.15 All other funds from Additional Lender or Owner have been paid in accordance with the work write-up and the Contractor has completed at least 75% of the work to be funded from the Loan as determined in accordance with the work write-up.

ARTICLE V. CONDITIONS PRECEDENT TO FINAL CONSTRUCTION PAYMENT – DRAW #4

The making of the final payment (DRAW #4) is subject to the following conditions precedent:

5.01 All provisions of Article IV have been met and all other funds from Additional Lender or Owner have been paid in accordance with the schedule of values and the Contractor has completed all of the work to be funded from the Loan, exclusive of 10% retainage, as determined in accordance with the work write-up.

5.02 The Real Estate and the Improvements are free and clear of all liens and encumbrances, except for County's Mortgage and Additional Lender's Mortgage.

5.03 Where applicable, all bills received prior to the previous payment for labor, materials and fixtures used, or on hand and to be used, in the completion of Improvements have been paid, and no one is asserting or is in a position to assert a lien with respect thereto.

5.04 The Improvements have been completed in accordance with the Plans and satisfactory evidence thereof has been furnished to County, and any change orders for completion of the Improvements have been approved in writing by County.

Revised: 04/04/2009
5.05 County has received the following in form and substance satisfactory to County:

(a) A written requisition, in such form as required by the County, specifying in detail the cost of all labor and materials furnished in connection with the completion of the Improvement since the date of the last requisition in the event of a partial payment under Article IV, each such requisition accompanied by invoices, receipts, certificates and other documents, if required by County;

(b) A Final Release of Lien from each subcontractor, material supplier, and any other party who may have the right to a lien on the Real Estate and/or the Improvements, and a Final Contractor Affidavit and Final Reconciliation, in such form as required by County;

(c) A final inspection report, satisfactory to County, prepared by County's inspector of the Improvement;

(d) The issuance of a final Certificate of Occupancy or Certificate of Completion for the Improvements by Manatee County Government;

(e) The completion in full of the Improvements in accordance with the Plans.

5.06 The receipt by County of all other documents or items reasonably required by County.

PAYMENT OF RETAINAGE

5.07 The making of the payment of retainage is subject to the following conditions:

County has received the following in form and substance satisfactory to County.

(a) All provisions of Article IV and Article V Sections 5.01 through 5.06 have been met.

(b) A written requisition, in such form as required by County and approved and authorized by Owner, specifying the cost of retainage in connection with the construction of the Improvements.

(c) A “Certificate of Final Inspection and Authorization for Payment of Retainage” shall be completed and signed by the Homeowner and Redevelopment and Economic Opportunity Director, or designee, upon submission of the request for payment of retainage.

ARTICLE VI. REHABILITATION PROCESS

Owner and County agree that the following provisions are applicable throughout the rehabilitation process:

6.01 Payments from the Loan shall be provided following the disbursement of any funds from Additional Lender's Loan in Process Account, including any additional funds which Additional
Lender has required Owner to place therein.

6.02 Payments from the Loan shall be made in accordance with the work write-up attached hereto as Exhibit 1, which has been agreed upon by County and Owner.

6.03 Notwithstanding anything to the contrary contained in this Agreement, County shall not be obligated to make any payments under the following conditions:

(a) If Owner is in default under this Agreement or the Loan Documents, or if any party is in default under the Work Write-up agreement between Owner and Contractor, or, if an event exists under any such documents which, with the giving of notice or the passage of time, would be a default.

(b) A Notice to Owner from a subcontractor or material supplier has been received by County and County has not received an appropriate release of lien from such party.

(c) A lien has been filed against the Real Estate and/or the Improvements.

(d) The completion of the Improvements is behind schedule so that it shall not be accomplished on or before the last day of the Rehabilitation Period unless an extension request has been submitted and approved by County prior to the Rehabilitation expiration period.

(e) A "red tag" or other evidence that the completion of the Improvements does not meet code has been issued concerning any part of the Improvements.

(f) County's inspector has not approved any part of the Improvements.

(g) Contractor has ceased completion of the Improvements, been terminated by Owner, or there is otherwise a dispute between Owner and Contractor.

6.04 County shall have the right to disapprove defective work and materials and shall withhold payments until defects are corrected.

6.05 County shall have the unrestricted right of making inspections of the Improvements by its authorized agent from time to time during the period of construction, but such inspection shall be for the sole benefit of County.

6.06 Prior to the making of any payments, County shall inspect and approve all work completed and requests for payments of Draws #1 through #4. Owner will be required to sign the "Certificate of Final Inspection and Authorization for Payment of Retainage" payment request submitted by Contractor prior to County processing payment request.

6.07 In the event County has not received copies of any notices to Owner or claims of lien at the
time of any payments under the Loan, County may disburse as provided in this Agreement without notice to Owner and without regard to the provisions of Florida's Construction Lien Law, and without responsibility or liability to the Owner, Contractor, subcontractors, laborers, materialmen or any other lienors.

ARTICLE VII. NO LIABILITY OF COUNTY

7.01 County shall have no liability or obligation, either express or implied, to Owner, to Contractor or to any third parties in connection with the Improvements or the completion thereof, including without limitation, the obligation to verify that payments made pursuant to this Agreement are actually used to pay for labor or materials used in the completion of the Improvements.

7.02 If more than one person is named as Owner herein, County may make retainage payment upon the authorization of any one of such persons Payments shall be made directly to the Contractor, and the execution of this Agreement by Owner constitutes an irrevocable direction and authorization for County to so disburse the proceeds of the Loan.

7.03 It is expressly agreed that all inspection and other services rendered by the County's officers or agents shall be rendered solely for the protection and benefit of the county and the Owner shall not be entitled to claim any loss or damage, either against the County, its officers or agents. County shall not be liable for the failure of any dealer, Contractor, craftsman or laborer to deliver the goods or perform the services to be delivered or performed by them.

ARTICLE VIII. EVENTS OF DEFAULT

8.01 The occurrence of any one of the following events shall constitute an event of default hereunder:

(a) Any covenant, agreement or condition in this Agreement that is not fully and timely performed, observed or kept.

(b) The failure to complete the Improvements with reasonable dispatch or the discontinuance of completion of the Improvements at any time for a period of ten (10) consecutive days.

(c) Owner is unable to satisfy any condition of its right to the receipt of retainage payment hereunder for a period more than thirty (30) days.

(d) The default by any party under the Work Write-up agreement between Owner and Contractor.

(e) Any legal or equitable proceeding is commenced or threatened against Owner which, if adversely determined, could reasonably be expected to impair substantially the ability of Owner to perform each and every obligation under the Loan Documents and this Agreement.

(f) Any statement, representation or warranty in this Agreement or any other Loan Document or in any financial statement delivered to County in connection with the Loan is false, misleading or
erroneous in any material respect.

(g) A petition shall have been filed by Owner under any of the provisions of the Federal Bankruptcy Code, as amended, or any other federal or state insolvency or similar law; or a petition shall have been filed against Owner or a receiver shall have been appointed in debtor's proceeding for Owner or for the Real Estate or the Improvements.

(h) Owner shall have made an assignment for the benefit of its creditors.

(i) A judgment shall have been imposed upon the Real Estate or the Improvements.

(j) A claim of lien shall have been filed against the Real Estate or the Improvements.

(k) The commencement of any litigation or administrative proceeding challenging or attempting to restrict the right of Owner to complete the improvements and operate the Real Estate and Improvements for their intended purpose.

(l) If the Improvements shall be or have been destroyed or, in the judgment of County, materially damaged and, in the judgment of County, the destroyed or damaged portion of the Improvements cannot be repaired or restored with available insurance proceeds and any additional funds deposited by Owner with County to be disbursed in accordance herewith, in order to complete the Improvements by the last day of the Rehabilitation Period regardless of whether the Improvements have been competed at the time of such destruction or material damage.

(m) Any material adverse change in the financial condition of Owner.

(n) A default by Owner under any note, mortgage, guarantee or other instrument of indebtedness now or hereafter executed by Owner in favor of County or Additional Lender.

(o) The death of any one or more of the individuals named as Owner herein.

(p) The completion of the Improvements is not complete on or before the last day of the Rehabilitation Period or extended Rehabilitation Period.

(q) In the sole and absolute judgment of County, the completion of the Improvements will not be complete by the last day of the Rehabilitation Period or extended Rehabilitation Period.

(r) The existence of any default under any one or more of the loan documents.

(s) The failure of the Owner to grant to the Contractor adequate and sufficient access to the property, at all times, in order to complete the rehabilitation work in a timely manner. Failure of the Owner to cooperate with the Contractor in providing said access may result in a default of this agreement with Manatee.

Revised: 04/04/2009
(t) Interference by Owner with the contractor, subcontractors, suppliers, laborers or any other persons necessary to perform the rehabilitation work. Any person scheduled and assigned by the contractor shall be unhindered and unharrassed in the performance of their duties. Interference by the Owner with the contractor, subcontractors, suppliers, laborers or any other necessary persons, in providing rehabilitation services, may result in a default of this agreement with Manatee County.

(u) The failure of the Owner to approve the work performed by their contractors for retainage, payment requests in a timely and reasonable manner.

8.02 Upon the happening of any such event of default, County, at its election, but without obligation to do so, without notice, may:

(a) Exercise any remedy available to County at law and at equity.

(b) Declare immediately due and payable all monies paid under the Loan and/or pursuant to this Agreement which are then unpaid, together with all interest and other sums due, and accordingly accelerate payment thereof notwithstanding contrary terms of payment stated therein.

(c) Cease making any additional payments under this Agreement.

(d) Terminate this commitment to lend under this Agreement.

(e) In its own name or in the name of Owner enter into possession of the Real Estate and perform any and all work and labor necessary to complete the Improvements substantially in accordance with the Plans, and all sums expended by County for such purposes shall be deemed to have been paid to Owner and shall be added to the outstanding loan balance secured by the Mortgage.

8.03 For the purpose of Section 8.02, Owner hereby appoints County its true and lawful attorney-in-fact with full power of substitution to complete the Improvements in the name of the Owner, and hereby empowers said attorney-in-fact as follows:

(a) To use any funds held in the Loan Account and any funds which may remain unpaid thereunder, for the purpose of completing the Improvements.

(b) To make such additions and changes and corrections in the Plans which shall be necessary or desirable to complete the Improvements in substantially the manner contemplated by the Plans, subject to adjustments required due to deficiencies in the Loan Account.

(c) To employ such Contractors, subcontractors, agents, architects and inspectors as shall be required for said purposes.

(d) To pay, settle or compromise all existing bills and claims which are or may become liens against the Real Estate or may be necessary or desirable for the completion of the Improvements or
the clearance of title.

(e) To execute all applications and certificates in the name of Owner which may be required concerning the completion of the Improvements.

(f) To do each and every act with respect to completion of the Improvements which Owner may do in Owner's behalf.

It is understood and agreed that this power of attorney shall be deemed to be a power of attorney coupled with an interest which cannot be revoked. Said attorney-in-fact shall also have the power to prosecute and defend all actions or proceedings in connection with the completion of the Improvements and to take such action and require such performance as is deemed necessary.

ARTICLE IX. MISCELLANEOUS

9.01 This Agreement shall be for the benefit of Owner and may not be assigned, and may be executed in several counterparts, each of which will be an original.

9.02 All rights, powers and remedies of County contained in this Agreement are cumulative and in addition to all other rights, powers and remedies created in any other document or existing under the law. Failure by County to exercise or enforce any right, power or remedy under this Agreement shall not constitute a waiver of any such right, power or remedy. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed given and received on the date three days after being mailed (by first class, postage prepaid) to the address indicated above for each respective party or on the date delivered if delivered in person.

9.03 This Agreement may be amended only by contemporaneous or subsequent written agreement. In the event any part or provision of this Agreement is held unenforceable or void, the enforceability or validity of the remaining parts and provisions shall remain unaffected.

9.04 This Agreement is for the sole protection and benefit of County and Owner and no other person or entity shall have any right as a third-party beneficiary hereunder nor any right to bring an action hereon or claim the proceeds or the Loan.

9.05 In the event Owner consists of more than one person or the obligations and liabilities hereunder of each of such persons shall be joint and several, the word “Owner” shall mean all or some or any of them. For purposes of this Agreement, the singular shall be deemed to include the plural and the neutral shall be deemed to include the masculine and feminine, or vice versa, as the context may require. The captions preceding the text of the paragraphs of this Agreement are inserted only for convenience of reference and do not constitute a part of this Agreement, nor shall they in any way affect its meaning, construction or effect.
ARTICLE X. WAIVER OF JURY TRIAL

COUNTY AND OWNER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE LOAN DOCUMENTS OR FINANCING CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY PARTIES HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR COUNTY ENTERING INTO THIS AGREEMENT.

The parties have executed this Agreement as of the date set forth above.

WITNESSES:  
Sign Name: Kurt Mattingly

OWNER  
By: Jack Hutcheson

Date of Execution: 5/12/15

COUNTY OF MANATEE, FLORIDA  
By: Geraldine Campos Lopez, Director  
Manatee County Redevelopment and Economic Opportunity

Date of Execution: 3/19/14
EXHIBIT “A”
CONTRACTOR’S ACKNOWLEDGMENT AND CONSENT TO REHABILITATION LOAN AGREEMENT

This Contractor’s Acknowledgment and Consent is made by Steve D. Nicolantonio of West Florida Contractors, the President having an address of 551 Links Lane Longboat Key, FL 34228 (the “Contractor”).

In consideration for Manatee County, having an address of 1112 Manatee Avenue West, Bradenton, FL 34203, (“County”) making a Loan to Jack Hutcherson, (the “Owner”), with whom Contractor has executed a Work Write-up agreement, Contractor acknowledges and agrees as follows:

1. Contractor has received a copy of the Rehabilitation Loan Agreement between County and Owner, signed or to be signed by County the ___ day of __________, 20__, pursuant to which Manatee County agrees to pay the sum specified in the Rehabilitation Loan Agreement after all other sums due have been paid.

2. Contractor acknowledges that Contractor must not begin completion of the Improvements until County’s designee issues a notice to proceed and that in the event of a conflict between the Rehabilitation Loan Agreement and the Work Write-up agreement, the Work Write-up agreement shall be superseded by the terms of the Rehabilitation Loan Agreement.

3. Contractor agrees to comply fully with the Rehabilitation Loan Agreement.

4. The Contractor hereby certifies that it has entered into an Work Write-up agreement with Owner for the completion of improvements (the “Improvements”) to be located on the Owner’s real estate (the “Real Estate”), which Improvements are described on the Work Write-up agreement for such Improvements (the “Plan”) attached as Exhibit 1, and the total agreed upon sum for the completion of the Improvements, including contingency, is $69,326.25.

5. The Contractor agrees that the loan from County to Owner (the “Loan”) shall be funded in accordance with the Work Write-up attached hereto as Exhibit 1, and the Contractor agrees to be bound by such Work Write-up.

6. The Contractor hereby subordinates its right to place a lien on the Real Estate and the Improvements to the lien of County Mortgage encumbering the Real Estate and the Improvements.

7. The Contractor agrees that in the event any of the Loan proceeds are disbursed directly to Contractor, such sums shall be received as a trust fund for paying the cost of the Improvements, and the Contractor shall only apply the Loan proceeds for such purposes.

8. The Contractor agrees that in the event of Owner’s default under the Loan, Contractor shall, at County written request, continue performance of the Work Write-up agreement in accordance with its terms provided that Contractor is paid in accordance with the Work Write-up agreement for all services, labor and/or materials provided by Contractor after the date County directs the Contractor to provide such work.

9. The Contractor agrees to give County written notice, at the address of the County as set forth herein, of any default by the Owner under the Work Write-up agreement to give the County, at the sole option of County, the right to cure defaults by the Owner within thirty (30) days (or such longer time, if any, as
permitted by the Contract for the curing of any such defaults) after receipt by county of written notice of the default.

10. The Contractor agrees that County shall have no liability whatsoever to Contractor under the Work Write-up agreement, the Rehabilitation Loan Agreement between Owner, Contractor and County, or under any other document for any other reason. The Contractor further agrees that Contractor shall not be deemed to be in privity with County.

11. The Contractor hereby waives the right to ten (10) days prior written notice of direct payments to providers of labor, services and/or provided in Florida Statutes 713.06, and Contractor authorizes the Owner and County to directly pay all providers of labor, services, and/or materials to the Improvements who have served notices to Owner without the giving of such notice to Contractor.

12. The Contractor hereby represents and warrants that it has full authority under all state and local laws and regulations to perform its obligations under the Work Write-up Agreement, and that Contractor is fully and currently licensed as a general, building or residential Contractor by the State of Florida.

13. Contractor agrees to comply with the general conditions attached hereto as Exhibit 2.

14. Contractor acknowledges that should Contractor fail to comply with the requirements of the Rehabilitation Loan Agreement, the Work Write-up agreement and the terms and conditions provided herein, Contractor shall not be accepted or approved for work under any future County programs.

15. The individual executing this instrument on behalf of Contractor hereby personally represents and warrants that the undersigned has the authority to execute this instrument on behalf of the Contractor.

CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS DOCUMENT, THE WORK WRITE-UP AGREEMENT, THE LOAN OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THE CONTRACTOR, OWNER OR COUNTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR COUNTY TO MAKE THE LOAN TO OWNER.

Witness: Kurt Mattingly

By: Steve Dinicolantonio

Its: President
AMENDMENT NUMBER ONE TO THE REHABILITATION LOAN AGREEMENT BETWEEN MANATEE COUNTY AND IONA C. JONES FOR THE PROVISION OF A SHIP REHABILITATION PROJECT

This Amendment (the “Amendment”) is made and entered into by and between the Manatee County, a political subdivision of the State of Florida hereafter referred to as “County” and Iona C. Jones hereafter referred to as “Owner”; and

WHEREAS, as of March 6, 2018, the parties entered into a Rehabilitation Loan Agreement for implementation of a SHIP rehabilitation project hereafter referred to as “Agreement”; and

WHEREAS, pursuant to Article I. Definitions, Section 1.02 of the Agreement, the Rehabilitation Period for the project commenced on May 16, 2018 and expires March 1, 2019; and

WHEREAS, a written Change Order Number 2 and 3 (attached hereto) has been received from Owner and the project is eligible for an additional increase; and

WHEREAS, said Agreement allows for amendments to the Agreement pursuant to a written instrument executed by both parties.

NOW THEREFORE, in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. Original loan amount will increase from $64,326.00 to $64,713.60.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized representatives.

FOR THE OWNERS:

BY: Iona C. Jones
OWNER Iona C. Jones
DATE: 3/1/19

FOR THE COUNTY:

MANATEE COUNTY, a political subdivision of the State of Florida

BY: Geraldine Campos Lopez, Director
Manatee County Redevelopment and Economic Opportunity

Date: 3/1/19
COMMUNITY DEVELOPMENT BLOCK GRANT
AMENDMENT NUMBER ONE TO THE SUBRECIPIENT FUNDING AGREEMENT
FOR PUBLIC SERVICES BETWEEN MANATEE COUNTY AND
EARLY LEARNING COALITION OF MANATEE COUNTY, INC.
FOR THE SIMPLE SOURCE FOR CHILD CARE EDUCATION PROGRAM

THIS IS AMENDMENT NUMBER ONE to the Agreement made and entered into on
the 28th day of February, 2018, by and between the COUNTY OF MANATEE, a political
subdivision of the State of Florida (hereinafter referred to as “County” or “Grantee”), and
EARLY LEARNING COALITION OF MANATEE COUNTY, INC., a not-for-profit corporation
existing under the laws of the State of Florida (hereinafter referred to as “Subrecipient”).

WHEREAS, the parties entered into a Subrecipient Funding Agreement on April 10,
2018, to provide Adult Education Classes to prepare for GED exam, a training course for child
care worker credential, and STEAM-Ed for income-qualified children, residents, or child care
workers, with preference given to those who work or reside within one of the County’s
R/ECAPs; and

WHEREAS, Exhibit A, Subrecipient’s Program; Exhibit B, Payments, and Attachment
B1, Request for Payment form have been revised to clarify the scope of the program, and to
move funding between line items; and

WHEREAS, Exhibit C, Time for Performance has been extended to December 31,
2019.

WHEREAS, Section 10 of the Agreement provides that the Agreement may be
amended only by written agreement executed by the governing boards of both parties; and

WHEREAS, the County finds that such Amendment would be in the best interest of the
citizens of Manatee County.
WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained in the Amendment, the parties hereto agree as follows:

Exhibits A, B, C, and Attachment B1, have been amended and are replaced, as attached below.

WITNESSES:
Sign Name: Jessica Schubick
Print Name: Jessica Schubick

SUBRECIPIENT:
By: [Signature]
Print Name: Adam Mohammadbhoy,
Board Chair
DUNS #: 830342171
Email: am@harleebald.com

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners
By: [Signature]
Geraldine C. Lopez, Director,
Redevelopment and Economic
Opportunity Department (per
Resolution R-17-084)

Date of Execution: 3/21/2019
EXHIBIT A

SUBRECIPIENT'S PROGRAM

1. For the purposes of this Agreement, the Simple Source for Child Care Education Program will provide to provide Adult Education Classes to prepare for GED exam, a training course for child care worker credential, and STEAM-Ed for income-qualified children, residents, or child care workers, with preference given to those who work or reside within one of the County's R/ECAPs.

2. Subrecipient shall provide Program in or around the R/ECAPs located in unincorporated Manatee County, Florida, with preference given to those who live or work in the R/ECAPS. Subrecipient shall provide Manatee County with a list of students prior to the beginning of classes to determine whether the student resides or works in the R/ECAPs. Service hours may vary based on site location and Subrecipient determination.

3. Subrecipient shall insure that an unbiased environment is maintained throughout the term of this agreement.

4. OUTCOME MEASUREMENTS:
   a. Subrecipient will monitor and measure the following outcomes and report them quarterly.
      i. 75% of students enrolled in GED Prep Classes will earn their GED.
      ii. 75% of students enrolled in the Training Course for Child Care Worker Credential will earn the Child Care Worker Credential and obtain employment.
      iii. 80% of preschoolers will demonstrate an understanding of the STEAM lessons.

5. Subrecipient shall insure the provision of an adequate facility for the administration of program services to participants. The facility must allow for accessibility and accommodation of participants, including individuals of the special needs population. Subrecipient shall insure the provision of a full-time office, operative during regular business hours and the availability of services for special needs population at any location deemed most appropriate for the participants.

6. Subrecipient shall provide a reasonable accommodation to participants who may encounter language and/or communication barriers (i.e., language interpreters, assistance to the hearing impaired, etc.).
EXHIBIT B

PAYMENTS

1. County shall pay a maximum of Forty Thousand and 00/100 Dollars ($40,000.00) to the Subrecipient for the Simple Source for Child Care Education Program. Subrecipient shall accept that amount toward the cost of Child Care Worker Education as follows:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GED Preparation</td>
<td>$ 6,850.00</td>
</tr>
<tr>
<td>40 + 5 Training Course</td>
<td>$ 3,643.00</td>
</tr>
<tr>
<td>STEAM-Ed</td>
<td>$29,507.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$40,000.00</strong></td>
</tr>
</tbody>
</table>

Funding may be transferred between line items with approval by Manatee County, for a total amount not to exceed $40,000. Refer to Attachment B1 for a further breakdown of each line item.

2. Subrecipient shall be responsible for covering the administrative and staff costs for the program.

3. Subrecipient shall provide a request for payment by the 15th of the month which shall include:
   a. A completed Request for Payment form (Attachment B1).
   b. A summary detailing the support documentation of the payment request.
   c. An invoice on agency letterhead summarizing the payment request.

4. An estimated Payment Request will be due during the first week in September of each year. The required documentation of those expenses does not have to be provided to the County at such time. Within fifteen (15) calendar days of the end of the program year, the Subrecipient shall render all actual final expenses and required documentation of said expenses. County shall not be responsible for the payment of any charges, claims, or demands of the Subrecipient not received within said fifteen (15) day period.

5. County shall have no obligation to pay Subrecipient any sum in excess of the Funds received for making payments under this Agreement. If County is required to repay any Funds paid under this Agreement, Subrecipient shall repay the Funds or reimburse County if County has repaid the Funds.

6. As services under this Agreement are performed under a unit cost basis, documentation for payment, cost-reimbursement or indirect costs are not applicable.

7. The County may disapprove requests for payment which are not consistent with the terms of this Agreement.
Attachment B1

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
COMMUNITY DEVELOPMENT BLOCK GRANT REQUEST FOR PAYMENT

SUBRECIPIENT: Early Learning Coalition of Manatee County, Inc.

PROJECT/PROGRAM NAME: Simple Source for Child Care Education

PAYMENT REQUEST FOR MONTH OF: 

SECTION 1: REQUEST FOR PAYMENT

<table>
<thead>
<tr>
<th>REQUEST THIS PERIOD</th>
<th>TOTAL FUNDING</th>
<th>REQUESTED YEAR-TO-DATE</th>
<th>BALANCE OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$40,000.00</td>
<td>$</td>
<td>$</td>
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</tbody>
</table>

SECTION 2: CLIENT SERVICES

<table>
<thead>
<tr>
<th>UNIT COST</th>
<th>UNIT CONTRACT TOTAL</th>
<th>Y-T-D TOTAL PRIOR</th>
<th>TOTAL THIS PERIOD</th>
<th>TOTAL Y-T-D</th>
<th>% OF PLAN ACHIEVED</th>
<th>% OF TIME ELAPSED</th>
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<tbody>
<tr>
<td>Adult Basic Education Teacher ($780.00/mo.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>GED Case Mgmt. $8.00/hr.</td>
<td>$3,900.00</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>GED Job Placement/Career Counseling Services $22.00/hr.</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Student Registration, Pre-TABE Test, Post-TABE Test $70.00/ea.</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>40+5 Training Course Instructors ($30.00/hr)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 + 5 Online Course Registration $70.00/ea.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Description</td>
<td>Amount</td>
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<td>----------------------------------------------------------------------------</td>
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<td></td>
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<tr>
<td>40 + 5 Job Placement and Career Counseling Services $35.00/hr.</td>
<td>$875.00</td>
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<td>40 + 5 Course Books $57.00/ea.</td>
<td>$285.00</td>
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<td>40 + 5 Exam for Credentials $45.00/ea.</td>
<td>$225.00</td>
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<td>Student Background Check $68.00/ea.</td>
<td>$408.00</td>
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<td>STEAM Instructor Team ($55.00/hr.)</td>
<td>$17,500.00</td>
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<td>STEAM Lesson Literature</td>
<td>$3,569.00</td>
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<tr>
<td>Classroom Steam Materials</td>
<td>$8,438.00</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

SECTION 3: SUPPORTING DOCUMENTATION

Attach:
1. Invoice on agency letterhead for the payment request.
2. Summary of support documentation for the payment amount being requested.

PREPARED BY: ________________________ DATE: _________________
I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: ________________________ DATE: _________________

Please Make Check Payable to: ________________________________

Please Submit to: ________________________________

DO NOT WRITE BELOW THIS LINE

CDBG CONTRACT MANAGER ________________________ DATE: _________________
EXHIBIT C

TIME FOR PERFORMANCE

1. Progress in implementation of services under this Agreement shall be measured against the following levels of accomplishments:

   a. Subrecipient will use the grant to provide to provide Adult Education Classes to prepare for GED exam, a training course for child care worker credential, and STEAM-Ed for income-qualified children, residents, or child care workers, with preference given to those who work or reside within one of the County's R/ECAPs, over the period of April 1, 2018 to December 31, 2019.

   b. It is anticipated that the Subrecipient will serve approximately 160 persons over the agreement period.

2. County's contract representative may accept variances in the level of service and shall be responsible for advising Subrecipient if it appears that Subrecipient is not in substantial compliance with this Agreement or if at any time Subrecipient has failed any requirement placed on County related to the funds.

3. Subrecipient will complete and submit Monthly Progress Reports (Attachment C1) to the County by the 15th of each month. These progress reports will be in the format required by the County that will include a comparison of the actual number of clients served versus the proposed number of clients served for the preceding month. The report also identifies any obstacles encountered and the efforts made to overcome identified obstacles.

4. Subrecipient will complete and submit Quarterly Demographic Reports (Attachment C2) to the County. The Reports will be in the format required by the County and will report the necessary data as required in “Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs”, published in the Federal Register on March 7, 2006.

5. Subrecipient will complete and submit Quarterly Outcomes Report (Attachment C3) to the County. The Subrecipient shall track and report program outcome results, as identified in Exhibit A, item 4, for the clients served during the quarter.
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT CONSTRUCTION FUNDING AGREEMENT
BETWEEN
MANATEE COUNTY
AND
EDUCATIONAL CONSULTANTS CONSORTIUM, INC.
FOR THE
ANNA E. GAYLE RESOURCE CENTER ROOFING PROJECT

This Community Development Block Grant Subrecipient Construction Funding Agreement ("Agreement") is made and entered into as of this 28th day of February 2019, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as "County" or "Grantee" or "Recipient"), and the Manatee County Housing Authority, a not-for-profit corporation existing under the laws of the State of Florida (hereinafter referred to as "Subrecipient").

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at-risk residents of Manatee County, Florida, to promote the general health, safety and welfare; and

WHEREAS, the Subrecipient is a political subdivision of the State of Florida, for the purpose of providing social support services to disadvantaged or at-risk residents of Manatee County, Florida; and

WHEREAS, the County is the recipient of Community Development Block Grant B-18-UC-12-0018 (hereinafter "the Grant"); and

WHEREAS, the County, as Grantee, by Resolution No. R-18-114, has identified Subrecipient's project and approved funding for the implementation of the goals as required by the Grant; and

WHEREAS, the funding source is the Community Development Block Grant Entitlement Program and its Catalog of Federal Domestic Assistance number is 14.218; and

WHEREAS, the County desires to use a portion of the Grant for the improvement of the social and economic welfare of its citizens through the provision of projects and services to benefit low and moderate-income persons.

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Subrecipient to provide funding for the "Project", as further defined herein, to be provided by the Subrecipient to residents of Manatee County.
NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

1. **Projects and Services: Relationship:** Subrecipient shall perform or provide or cause to be performed or provided the projects and services described in Exhibit A (the "Project") in accordance with this Agreement and the provisions of all exhibits and attachments included as a part of this Agreement. In the performance of this Agreement, Subrecipient shall be considered a grantee and shall have no status as an agent or employee of Grantee. The Grantee shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Subrecipient in connection with the Project or for debts or claims accruing to such parties. Subrecipient shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

2. **Payments by Grantee:** Grantee shall provide payments to Subrecipient in an amount not to exceed Twenty Thousand and 00/100 Dollars ($20,000.00) as provided in Exhibit B. Grantee shall have no obligation to pay Subrecipient any sum of money in excess of the funds received from the Grant for making payments under this Agreement. If the Grantee is required to repay any funds paid under this Agreement, Subrecipient shall repay the funds to or reimburse Grantee if Grantee has repaid such funds.

3. **Time for Performance:** Subrecipient shall provide the project and services provided for in this Agreement by no later than June 30, 2019, unless amended pursuant to paragraph 10 of this Agreement.

4. **General Conditions and Additional CDBG Requirements:** Subrecipient's performance of this Agreement shall comply with the applicable general conditions provided in Exhibit D and the additional applicable Community Development Block Grant requirements outlined in Exhibit E. Grantee has attempted to identify all applicable Grant requirements and will continue to provide technical support to Subrecipient to assist Subrecipient's compliance with the Grant requirements. In the event there is a conflict between any provision of this Agreement, including the general conditions, and any Grant requirement, Subrecipient shall comply with the Grant requirement. Nothing provided herein shall relieve Subrecipient from its obligation to meet any of the Grant requirements and of the obligation to become informed and knowledgeable of such requirements.

5. **Indemnity:** Subrecipient shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Project required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Subrecipient or its employees, or of the subcontractors or its employees, if any. Subrecipient shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Subrecipient shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Subrecipient, shall in no way limit the responsibility to indemnify, keep and save harmless and
defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of Subrecipient's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Subrecipient at the above listed address. Upon receipt of notice, Subrecipient, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Subrecipient attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28

6. **Insurance** Without limiting any of the other obligations or liabilities of the Subrecipient, the Subrecipient shall, at the Subrecipient's sole expense, procure, maintain and keep in force amounts and types of applicable insurance conforming to the nature and type as set forth below. Subrecipient shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Exhibit “F” to include:

A. Commercial General Liability in an amount not less than $1,000,000 per occurrence and in the aggregate; and

B. Professional Liability Coverage in an amount not less than $1,000,000 per occurrence.

C. Property insurance and flood insurance (where applicable) equal to or greater than the amount of the federal assistance received.

Until such time as the insurance is no longer required, the Subrecipient shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Subrecipient shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. County shall be under no obligation to pay agency for any services provided or for any costs associated with Subrecipient's Program for any period of time not covered by the insured required under this Agreement.

Subrecipient shall within five (5) business days notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Subrecipient shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's representative.
7. **Representatives:** Grantee's representative shall be the Director of County's Redevelopment and Economic Opportunity Department or such other employee as may be designated in writing by the County Administrator, who is authorized to administer this Agreement and designate such additional employees as may be required to monitor Subrecipient's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. For projects involving construction, County's representative is authorized to approve minor modifications to the project that do not change the maximum funding to be provided by Grantee if, after competitive bidding, such adjustments are necessary to stay within the project budget. County's representative shall have such other authority as may be provided for in Exhibit D. Disputes over any provision not satisfactorily resolved with County's representative shall be referred to the County Administrator or his designee. Within thirty (30) days from the date of execution of this Agreement by both parties, Subrecipient shall provide the County with a list of representatives authorized to act on behalf of Subrecipient. The list of authorized representatives shall be approved by the Subrecipient's Board of Directors.

8. **Suspension or Termination:** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Grantee may suspend or terminate this Agreement in whole or in part if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referenced herein, and Grantee may declare the Subrecipient ineligible for any further participation in Grantee's contracts, in addition to other remedies provided by law. In the event Grantee has probable cause to believe Subrecipient is not in compliance with any applicable rules, regulations, or provisions of this Agreement, Grantee may withhold payment of any funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance. In the event Subrecipient fails to perform within the times provided in Exhibit C, or otherwise fails to comply with this Agreement, and correction is not made within twenty-one (21) days of written notice from Grantee's representative to Subrecipient to cure such failure or default, Grantee may terminate this Agreement. All funds disbursed under this Agreement shall be returned to Grantee by Subrecipient within thirty (30) days of termination.

Upon expiration or termination of this Agreement for any reason, the Subrecipient shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Subrecipient's final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.
9. **Duration: Obligations Subject to Receipt of Grant Funds:**

A. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect ending on May 31, 2019. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Subrecipient in accordance with all requirements and terms of this Agreement.

B. This Agreement may be renewed by written amendment.

C. The obligation of the County to pay the amounts provided for in Section 2 is subject to and conditioned upon the continued receipt of funds pursuant to the Grant.

10. **Notices:** All notices or written communications required or permitted herein shall be deemed to have been given when received if hand-delivered, or when deposited in the U.S. mail, postage paid, and addressed as follows:

   - **If mailed to Subrecipient:**
     Barbara A. Harvey, Executive Director
     Educational Consultants Consortium, Inc.
     5719 Hevena Court
     Palmetto, Florida 34221
   
   - **If by hand-delivery to Subrecipient:**
     Barbara A. Harvey, Executive Director
     Educational Consultants Consortium, Inc.
     2112 Third Avenue East
     Palmetto, FL 34221
   
   - **If mailed to Grantee:**
     Director
     Manatee County
     Redevelopment and Economic Opportunity Department
     P.O. Box 1000
     Bradenton, FL 34206
   
   - **If by hand-delivery to Grantee:**
     Director
     Manatee County
     Redevelopment and Economic Opportunity Department
     1112 Manatee Avenue West, 3rd Floor
     Bradenton, Florida 34205

Notice of termination or withholding payment shall be served by certified or registered mail, return receipt requested, or by hand-delivery. Either party may provide written notice to the other party of a change of address for delivery of notices, which will take effect upon receipt.
11. **Assignability:** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee.

12. **Amendments:** This Agreement, along with all exhibits and attachments which are hereby incorporated as a part of this Agreement, may not be modified, amended, or extended orally. This Agreement may be amended only by written agreement executed by the governing boards of both parties, except that Grantee’s representative may approve adjustments between line item amounts provided in Exhibit B and the schedule provided in Exhibit C that does not change the project amount funded by the Grantee, or extend the ultimate completion date, except as provided for in Exhibit C paragraphs 2 and 3.

13. **Severability:** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs here, but shall be confined solely to the paragraph involved in such decision.

14. **Headings:** All articles and descriptive headings of paragraphs in this Agreement and its exhibits and attachments are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

15. **Authority to Execute:** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement, and that the execution of this Agreement has been authorized by each party’s authorized representative.

16. **Catastrophic Events:** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

17. **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Subrecipient and any providers of promotional, advertising or other services, or goods, purchased by the Subrecipient. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, Subrecipient, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

18. **Construction:** This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

19. **Waivers:** Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered
to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

20. **Governing Law; Venue:** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

21. **Remedies:** Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

22. **Attorney's Fees and Costs:** Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation rising under this Agreement.

23. **Effective Date:** This Agreement shall take effect as of the date set forth above.

[signature page to follow]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES

Sign Name
Print Name

SUBRECIPIENT

OWNER

By: Barbara Harvey
Print Name: Barbara Harvey, Executive Director

Educational Consultants Consortium, Inc,
Phone Number: 941-592-3669
E-Mail: barbaraharvey13@aol.com
DUNS# 076840714

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: Geraldine C. Lopez, Director,
Redevelopment and Economic
Opportunity Department (per
Resolution R-18-114)

Date of Execution: 2/28/19
EXHIBIT A

1. Subrecipient shall, either directly or through its qualified contractors, permit and construct the following Project:
   
   a. Educational Consultants Consortium, Inc. operates Anna E. Gayle Resource Center, that provides youth and community activities to income qualified residents of Manatee County. The center is located at 2112 3rd Avenue East, Palmetto, Florida; and

   b. The project will entail roof replacement and various items of work as outlined more specifically in the plans and specifications approved in writing by County’s Representative.

   c. All of the activities, including but not limited to those referred to in Exhibit A, Part 1, and all Subparts thereof, will be described in detail through a scope of work, plans, and specifications approved in writing by County’s Representative pursuant to Exhibit D and Exhibit E of this Agreement.

2. Upon completion of the Project and for at least five years thereafter, Subrecipient shall use the Project solely for youth and community activities for low- and moderate-income qualified residents of Manatee County, in accordance with the following (hereinafter the Program):

   a. At least 51% of the users of the Project during each fiscal year (October 1st through September 30th) shall meet the US Department of Housing and Urban Development’s guidelines for low and moderate income.

   b. Subrecipient shall not charge a fee for services without the written advance approval of the County. If approval is granted by the County, Subrecipient shall provide all facilities and services to low- and moderate-income persons on a sliding fee schedule and shall ensure that all persons have access to the facility and its services regardless of their ability to pay for service. Reasonable fees charged to non-profit organizations using the Property to help defray operating costs shall be allowed.

   d. Services outlined above may be altered only with the prior written approval of the County’s Representative.

   e. The Property shall not be used for offices or headquarters for Subrecipient or any other organization or entity, but may have office space to administer the Program.

3. Target Population:
   
   a. This Project shall serve low-moderate income residents, who are residents of Manatee County, hereinafter, “Client”.

   b. This Project is not intended to model the Project for low-income residents but shall be focused on providing services for youth and community activities to income qualified residents of Manatee County.
Attachment A1

Manatee County

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
INCOME LIMITS
2018-2019

Effective June 1, 2018

Below are the income guidelines for the Sarasota-Bradenton Metropolitan Statistical Area:

Manatee County Median Income: $70,300

<table>
<thead>
<tr>
<th></th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
<th>5 Person</th>
<th>6 Person</th>
<th>7 Person</th>
<th>8 Person</th>
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</thead>
<tbody>
<tr>
<td>30% Very Low</td>
<td>$14,800</td>
<td>$16,900</td>
<td>$19,000</td>
<td>$21,100</td>
<td>$22,800</td>
<td>$24,500</td>
<td>$26,200</td>
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</tr>
<tr>
<td>50% Low</td>
<td>$24,650</td>
<td>$28,150</td>
<td>$31,650</td>
<td>$35,150</td>
<td>$38,000</td>
<td>$40,800</td>
<td>$43,600</td>
<td>$46,400</td>
</tr>
<tr>
<td>80% Moderate</td>
<td>$39,400</td>
<td>$45,000</td>
<td>$50,650</td>
<td>$56,250</td>
<td>$60,750</td>
<td>$65,250</td>
<td>$69,750</td>
<td>$74,250</td>
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</table>

Please Note: These income limits are subject to change and will be provided as new income limits are released by HUD.
Attachment A2

Legal Description

Real property located at 2112 3rd Avenue East, Palmetto, Florida that is generally described as:

LOT 13 BARKERS RESUB PI#13235.0000/7
EXHIBIT B

PAYMENTS

1. County shall pay a maximum of Twenty Thousand and 00/100 Dollars ($20,000.00) to the Subrecipient and Subrecipient shall accept that amount toward the cost of implementing the Project described in Exhibit A of this Agreement, as follows.

A. Any funds in excess of the amount provided by the County shall be provided by Subrecipient. A Notice of Commencement for the Project shall not be issued until all Subrecipient funds necessary to complete the project or the specific Phase as described in Exhibit A, are available. If Project change orders result in an increase in the Project cost above the maximum provided by the County under this Agreement, Subrecipient shall provide documentation to County that funds equal to the amount of any change order increase are available prior to approval of a change order by the County.

B. All document recording fees and construction signage associated with this Agreement shall be paid or provided by County.

C. Reimbursement for pre-award costs shall be allowed, as authorized by 24 CFR § 570.200 (h), stating that “[t]he effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD, whichever is later.” Furthermore, 24 CFR § 570.200 (h)(1) states that “[p]rior to the effective date of the grant agreement, a recipient… [Grantee or County] may incur costs or may authorize a subrecipient to incur costs, and then after the effective date of the grant agreement pay for those costs using its CDBG funds, provided that:” The following requirements must be met for the reimbursement of pre-award costs to be eligible, as outlined in 24 CFR § 570.200 (h)(1)(i)(ii)(iii)(iv)(v)(vi):

1) The activity, prior to costs being incurred, must have been included in a consolidated action plan or an amended consolidated action plan. The exception being a new entitlement may only incur costs necessary for the preparation of its consolidated plan and the costs of administrative actions necessary to receive its first grant; and

2) If the reimbursements of these pre-award costs are going to affect future grants, citizens must be notified of the extent thereof; and

3) All costs and activities that are being funded must be in compliance with 24 CFR § 570 and the Environmental Review Procedures as stated in 24 CFR § 58; and

4) The activity in which reimbursement for pre-award costs is being made must be in compliance with the statutory and regulatory provisions that are in effect at the time the costs are reimbursed with CDBG funds; and
5) The reimbursement payment for pre-award costs must be made within the two program years following the effective date of the grant agreement or the consolidated action plan amendment which first included the activity; and

6) The total amount of the pre-award costs reimbursed during any program year, pursuant to this provision, shall not exceed the greater of 25 percent of the grant awarded for that year or $300,000.

D. Payment of costs associated with this project, in addition to the pre-award costs discussed in Exhibit B, Part 1, Subpart C; shall be covered according the effective date of the grant agreement as outlined in 24 CFR §570.200 (h) in that “[t]he effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD, whichever is later.”

2. Subrecipient shall not use any funds provided hereunder to pay any general administrative costs, staff salaries, indirect costs or overhead costs of Subrecipient related to the services provided herein.

3. Disbursement of all funds by the County shall be for actual costs incurred by Subrecipient.

4. Requests for payment shall include adequate documentation of expenses, copies of contractor’s or vendor’s invoices or receipts for the work completed, releases of liens from any construction contractors and a written statement from Subrecipient accepting work for which payment is requested. Only materials and supplies actually used for the performance of this Project may be charged as direct costs (per OMB Circular A-122, Costs Principles for Non-Profit Organizations, Appendix B, paragraph 28).

5. Proof of payment to the contractor or vendor must be provided to County prior to subsequent requests for payment, but in no case, no later than thirty (30) business days from receipt of payment by Subrecipient. Subrecipient shall provide as proof of payment a copy of all checks disburseing funds to the contractor or vendor or, if a cancelled check is not available, a copy of the bank statement showing proof of expenditure or an original signed receipt from the contractor or vendor may be provided.

6. Construction payment requests shall be accepted by County as scheduled in the contract between the Subrecipient and the construction contractor. The payment schedule shall be approved by County prior to issuance of a Notice of Commencement for the construction contract.

7. All payments shall neither be made by the Subrecipient, nor processed or made by the County, until all federal labor standards documentation has been approved by the County Representative and all reporting requirements have been fulfilled.

8. The Subrecipient shall not make the final payment of any construction work to the project contractor, in accordance with the retainer requirements of the contract between Subrecipient and project contractor, until a final inspection and acceptance of the
improvements is issued by a Manatee County inspector and the County's Representative has approved the project's completeness. However, the County shall pay the Subrecipient, up to the full balance of the grant funds obligated towards the project, regardless of the project's status in terms of phase completion, stage of inspection, and/or receiving a Certificate of Occupancy.

9. The County may disapprove requests for payment which are not consistent with the terms of this Agreement.

10. Subrecipient shall provide a request for payment, which shall include:

   A. A completed Request for Payment form, Attachment B1.
   
   B. Support documentation of the actual expenses incurred payment request;
   
   C. Proof of Payment for the prior payment request (on the second and subsequent payment requests); and
   
   D. Partial Release of Lien for the amount of the prior payment request (on the second and subsequent payment requests).

11. Within the first week of September of each year, if need be, the Subrecipient must assist the County in preparing an estimated payment request for the month of September, for the purpose of reserving these funds at year-end. Formal documentation of expenditures is not required for this submittal.

12. Within fifteen (15) calendar days of the program year ending on September 30th of each year, the Subrecipient shall render all actual expenses and required documentation of said expenses. County shall not be responsible for the payment of any charges, claims, or demands of the Subrecipient not received within said fifteen (15) day period.

13. Within fifteen (15) calendar days of Final Inspection, the Subrecipient shall render a final and complete request for payment. County shall not be responsible for the payment of any charges, claims, or demands of the Subrecipient not received within said fifteen (15) day period.

14. County shall have no obligation to pay Subrecipient any sum in excess of the Funds received for making payments under this Agreement. If County is required to repay any Funds paid under this Agreement, Subrecipient shall repay the Funds or reimburse County if County has repaid the Funds.
Attachment B1

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
COMMUNITY DEVELOPMENT BLOCK GRANT
REQUEST FOR PAYMENT

SUBRECIPIENT NAME: Educational Consultants Consortium, Inc.

PROJECT/PROGRAM NAME: Anna E. Gayle Resource Center Roofing Project

PAYMENT REQUEST FOR MONTH OF: ____________

SECTION 1: REQUEST FOR PAYMENT

<table>
<thead>
<tr>
<th>REQUEST THIS PERIOD</th>
<th>TOTAL FUNDING</th>
<th>REQUESTED YEAR-TO-DATE</th>
<th>BALANCE OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$20,000.00</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

SECTION 2: SUPPORTING DOCUMENTATION FOR PAYMENT

Attach:
1. Support documentation for the payment amount being requested.
2. Proof of Payment for the prior payment request (on the second and subsequent payment requests).
3. Partial Release of Lien for the amount of the prior payment request (on the second and subsequent payment requests).

PREPARED BY: _______________________________ DATE: ____________

I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: ______________________ DATE: ____________

Please Make Check Payable to: ________________________________

Please Submit to: ____________________________________________

DO NOT WRITE BELOW THIS LINE

CDBG CONTRACT MANAGER: ______________________________ DATE: ____________
EXHIBIT C

TIME FOR PERFORMANCE

1. Progress in implementation of services under this Agreement shall be measured against the following benchmarks:
   
   A. Subrecipient shall advertise an Invitation for Bids by February 22, 2019.
   
   B. Subrecipient shall award a construction contract by April 30, 2019.
   
   C. Certificate of Completion shall be issued by May 31, 2019.

2. In the event that one or more of these benchmarks are not met, County shall have the right to terminate this Agreement with a twenty-one (21) day notice to Subrecipient to cure. If correction is not made within the twenty-one (21) day notice period, the Agreement shall be terminated. All funds disbursed under the Agreement shall be paid back to County from Subrecipient within thirty (30) days of termination. Subrecipient shall repay all funds disbursed under this Agreement and said Agreement shall be immediately terminated if the Project does not receive a Certificate of Occupancy by May 31, 2019. In the event that the benchmarks are not met or adjusted in a timely manner, the Subrecipient may be denied County or grant funding for the minimum period of five years from Project completion.

3. Subrecipient shall submit a written monthly report (Attachment C1) on the progress made toward completion of construction services. The report shall compare goals with accomplishments and provide an explanation if accomplishments do not meet the implementation schedule. The report shall be due to County by the fifteenth day of the calendar month; the first report being due the fifteenth day of the calendar month after this Agreement is signed.

4. Subrecipient will complete and submit Quarterly Demographic Reports (Attachment C2) to the County beginning with the quarter following Certificate of Occupancy/Completion issuance and for 5 years thereafter. The Reports will be in the format required by the County and will report the necessary data as required in “Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs”, published in the Federal Register on March 7, 2006.
ATTACHMENT C1

MANATEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
MONTHLY CONSTRUCTION PROJECT

FOR THE MONTH OF: ________________    TODAY'S DATE: ________________

PROJECT: ___________________________________  IDIS #: ________________

SUBRECIPIENT: ________________________________________________

Contact Person: ________________________________________________

Phone: ________________    Email: ________________________________

______________________________________________________________

ENGINEER: ______________________  Contact Person: ______________________

Phone: ________________    Email: ________________________________

______________________________________________________________

CONTRACTOR: ________________  Contact Person: ______________________

Phone: ________________    Email: ________________________________

______________________________________________________________

SCOPE:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

ACTIVITIES/PROBLEMS THIS MONTH:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

ANTICIPATED ACTIVITIES NEXT MONTH:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

17
Attachment C2

MANATEE COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT
Quarterly Demographic Report

Subrecipient ________________________________

Program ________________________________

Date ________________________________

Contact Person ________________________________ Phone ________________________________

Certification by Board Chair: I certify that to the best of my knowledge and belief this report is correct, complete, and accurately reflects the current status of this approved CDBG project.

Name ________________________________ Title ________________________________

Signature ________________________________ Date ________________________________

Quarterly Demographic Report Due Dates

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter 10/1 - 12/30</td>
<td>January 15th</td>
</tr>
<tr>
<td>2nd Quarter 1/1 - 3/31</td>
<td>April 15th</td>
</tr>
<tr>
<td>3rd Quarter 4/1 - 6/30</td>
<td>July 15th</td>
</tr>
<tr>
<td>4th Quarter 7/1 - 9/30</td>
<td>October 15th</td>
</tr>
</tbody>
</table>

Reviewed By ________________________________ Date ________________________________

(County Staff)

Reporting Date ________________________________
## Program Information Summary Report

Total persons/households served year-to-date: __________  
Annual goal: __________  

<table>
<thead>
<tr>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total</td>
<td></td>
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</table>

### Racial & Ethnicity Data

<table>
<thead>
<tr>
<th>Category</th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
<th>R/ECAP Clients</th>
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<tbody>
<tr>
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<td></td>
</tr>
<tr>
<td>Black/African American</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian</td>
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<td></td>
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</tr>
<tr>
<td>American Indian/Alaskan Native</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian or Other Pacific Islander</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African American &amp; White</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Asian &amp; White</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
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<tr>
<td>American Indian/Alaskan Native &amp; Black/African American</td>
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</tr>
<tr>
<td>Other Multi-Racial</td>
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</table>

2. Total

### Income Data

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<th>Income Category</th>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
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</thead>
<tbody>
<tr>
<td>Extremely Low Income (0-30% AMI)</td>
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<tr>
<td>Very Low Income (31-50% AMI)</td>
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</tr>
<tr>
<td>Low Income (51-80% AMI)</td>
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<td></td>
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</table>

3. Total

### Other Demographic Data

<table>
<thead>
<tr>
<th>Category</th>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
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</thead>
<tbody>
<tr>
<td>Female Headed-Households</td>
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<td></td>
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<tr>
<td>Disabled/Special Needs</td>
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<td></td>
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</tbody>
</table>

Total

*Totals for lines 1, 2, and 3 must match.*
FINANCIAL INFORMATION SUMMARY REPORT

FINANCIAL:

Total amount of CDBG funds awarded for this fiscal year. $__________

Total amount of CDBG funds expended this Quarter. $__________

Total amount of CDBG funds expended in previous quarter(s). $__________

Remaining CDBG funds. $__________

OTHER FUNDS: (other funds used in CDBG project - whether federal, state, local or private)

Total amount of other funds this Quarter $__________ Year-to-date $__________________
EXHIBIT D

GENERAL CONDITIONS

1. **Title:** Subrecipient shall provide County with proof of marketable title to the property subject to only such impediments that are acceptable to County's Representative and will not likely limit Subrecipient's ability to perform this Agreement.

2. **Restriction on Use:**

   A. The Project will be used as an educational resource center for low- and moderate-income qualified residents of Manatee County, primarily youths, as described in Exhibit A.2, unless an alternative use is approved in writing by the County prior to a conversion to such alternative use.

   B. If Subrecipient complies with the terms and conditions of this Agreement, then these use restrictions shall be forgiven five (5) years after issuance of Certificate of Occupancy/Completion.

3. **Miscellaneous Requirements:**

   A. Because the Project is funded in part by the Community Development Block Grant (CDBG) program, Subrecipient shall upon request by County's Representative require that an acknowledgment and release be signed by clients receiving services (and by parent or guardian for minor children) for such Subrecipient records which may be required by the County for purposes of monitoring and evaluating services that may be public records under Chapter 119, Florida Statutes.

   B. All forms referenced in this Agreement, not attached hereto, shall be provided or approved by County's Representative and shall be completed and submitted by Subrecipient to County.

   C. A representative of Subrecipient who is familiar with this Agreement and the Subrecipient's services shall, when reasonably possible, attend and participate in meetings regarding the CDBG funding, as requested by County.

   D. Subrecipient shall include the words "Funding for this facility was provided by a Manatee County Community Development Block Grant" on all signs, building plaques, press releases for initial building opening, promotional materials, advertising and publicity about the project funded under this Agreement.

4. **Construction Requirements:** Subrecipient shall implement the Project provided for under this Agreement in accordance with the following:

   A. Subrecipient shall submit draft and final plans and specifications to the County's Representative for approval prior to soliciting bids for construction. Subrecipient will
also assume all responsibilities for submitting these documents to the corresponding municipal authority.

B. If plan or specification revisions are required at any time, the revised plans and specifications shall be approved by County Representative.

C. Subrecipient shall publicly solicit for a construction contractor by advertisement in a local newspaper of general circulation. At a minimum, this should occur on two separate days with the last advertisement appearing in the paper no later than ten days before the bid opening. Also, the subrecipient will directly solicit Minority owned Business Enterprise/Woman owned Business Enterprise (MBE/WBE) and Section 3 firms that provide the services desired in the advertisement.

D. Subrecipient shall submit all copies of bid advertisements and MBE/WBE and Section 3 businesses solicitations to the County’s Representative prior to their disbursement for review and approval. After publication and disbursement, all copies of the advertisements and mailings will be submitted to the County’s Representative for record.

E. Subrecipient shall have a mandatory pre-bid conference, with the County’s Representative in attendance, with prospective construction contractors prior to the bid opening date. One of the main purposes is to inform the prospective bidders of the federal requirements that are attached to the project. Any waiver of the required pre-bid conference shall be at the County’s Representative’s sole discretion only, based upon the prior experience of the contractors anticipated to bid.

F. The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 570.502. The bids/proposals shall be received by the date and time requested in the advertisement, being stamped accordingly upon receipt. All bids/proposals shall be publicly opened and read.

G. Subrecipient shall evaluate the bids/proposals, documenting this process according to the technical assistance given by the County’s Representative. Award of the contract will be to the “lowest, most responsible and responsive bidder” or to the contractor/vendor with the highest score when using a point based evaluation system. The selection and method of selection shall be documented as the justification for the selection. All bid/proposal documentation shall be submitted to the County, requesting approval of the Subrecipient’s selection. The County will review the documentation and notify Subrecipient if the chosen bid/proposal is reasonable and acceptable.

H. Subrecipient shall report all activities and documentation to the County’s Representative who shall issue a Notice of Procurement Completion. This notice shall inform the Subrecipient that it is in compliance with the regulations regarding procurement and contracting and able to proceed with its selection and may begin drafting the construction contract.
I. After selection of a construction contractor, Subrecipient shall ensure that the construction contractor has the appropriate license(s), bonding, and are not listed within the Excluded Parties List System as debarred contractors that are not eligible to work on federal projects.

J. Moreover, after selection of a construction contractor, Subrecipient shall ensure that the proposed contract with the construction contractor includes the deadline for Project completion consistent with this Agreement and a withholding of at least a 10% retainage of total contract price. For design/build contracts, retainage shall be withheld on the build (physical construction) portion of the contract only. Subrecipient shall submit the construction contract to the County’s Representative for approval, prior to finalization.

K. Subrecipient will notify all unsuccessful bidders in writing that they were not selected for the contract and inform them of the selected bid.

L. Subrecipient shall have a preconstruction conference, with the County’s Representative in attendance, with the general contractor. This meeting will be documented as well, according to the technical advice given by the County’s Representative.

M. Subrecipient shall ensure the contractor obtains all of the necessary construction permit(s) and clearances and shall notify the County’s Representative of the commencement and completion of such activities.

N. Subrecipient is responsible for carrying out all Davis-Bacon and Related Acts (DBRA) requirements and will work with the County’s Representative to ensure compliance. The Subrecipient is responsible for compliance with these regulations, which includes but is not limited to: the receipt of certified payrolls from the general contractor and all sub-contractors; fulfillment of labor interviews with a number of the laborers, representing as many trades as possible; and the posting of all required job site posters. The County’s Representative will provide technical assistance and perform the necessary employee interviews.

O. **SECTION 3 REQUIREMENTS**

The purpose of Section 3 is to ensure that economic opportunities generated from HUD funded (partially or fully) projects will be directed to low- and very low-income persons. See Exhibit “E” paragraph 4 D. for the Section 3 Clause. The following minimum thresholds have been set by HUD for determining compliance with Section 3 requirements:

1. All contractors/subcontractors must attempt to fill at least 30% of newly created positions with Section 3 residents.
2. All prime contractors must attempt to award at least 3% of the total cost all subcontracts for Section 3 covered contracts to Section 3 business concerns.
3. A combination of 1 and 2 above
Demonstrating Compliance with Section 3 Resident Requirements

All contractors and subcontractors must attempt to provide training and/or employment opportunities, as prioritized below, for at least 30% of newly created positions required for the project:

i. Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (category 1 residents)
ii. Participants in HUD Youthbuild Programs (category 2 residents)
iii. Homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located
iv. Other Section 3 residents

Demonstrating Compliance with Section 3 Business Requirements

All prime contractors must attempt to award at least 3% of the total cost of all subcontracts to Section 3 business concerns as prioritized below:

i. Business concerns that are 51% or more owned by residents of the housing development for which the work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.
ii. Business concerns that are 51% or more owned by residents of the Authority’s public housing development(s) other than the housing development where the work is to be performed; or whose full time permanent workforce includes 30% of these persons as employees.
iii. HUD Youthbuild programs being carried out in Manatee County in which Section 3 covered assistance is expended.
iv. Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents, or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.

Each contractor/subcontractor is required to assist Manatee County in HUD reporting requirements by submitting a Contractor and Subcontractor Report (Attachment D1) with the first certified payrolls for each project. During the duration of the project, subsequent reports may be required to document any additional Section 3 hiring.

All efforts undertaken by each contractor/subcontractor to meet Section 3 requirements must be documented, regardless of whether those efforts result in job training or creation. The proposer/bidder selected for this project will be required to submit a Section 3 Plan for each contractor/subcontractor, which includes but is not limited to all efforts that will be undertaken to address Section 3 requirements, such as names and payroll histories of existing employees that will be utilized for the project, hiring needs by job classification, and efforts to secure Section 3 business concerns/residents. All prime contractors and subcontractors identified in the bid/proposal must register with Jobs, etc. Contractors must contact Rachel Infanti at the CareerSource Suncoast Office,
P. County may inspect the work during construction. County shall have no liability to Subrecipient with respect to any such inspection or non-inspection.

Q. All change orders, regardless of funding source, shall be approved by County’s Representative prior to commencement of change order work.

R. Subrecipient is responsible for verifying all requests for payment submitted by the construction contractor and is responsible for the performance of the construction improvements. Prior to the County approving reimbursement to the Subrecipient, verification of expenditure and performance shall occur.

S. Subrecipient shall not assist any property which is historically or environmentally sensitive without written consent from the County. County shall not be liable for reimbursement of costs for any property determined to violate any environmental law, including but not limited to, those listed in 24 CFR Part 58.

5. **Conditions Related to Services:**

A. Subrecipient shall maintain all licenses and certifications applicable to the services furnished at the Project throughout the use restrictions as provided in Exhibit D, Section 2.

B. When the Property is occupied and offering services, Subrecipient shall provide a quarterly report for a minimum of five years which shall include other documentation in a format approved in advance by the County summarizing all services provided at the Property each quarter, including successes of the Project as well as difficulties of the Project.

Quarterly reports shall cover the periods of October 1st through December 31st, January 1st through March 31st, April 1st through June 30th and July 1st through September 30th of each year. Reports shall be due by January 15th, April 15th, July 15th and October 15th of each fiscal year for the three-month period immediately preceding. See Attachment A1 for the Quarterly Demographic Report.

C. Subrecipient shall furnish County with all additional information, records, reports and data as may be required by HUD or County pertaining to matters of this Agreement.

D. County shall have the right to monitor and evaluate all aspects of activities carried out by Subrecipient. The reports and information submitted by Subrecipient pursuant to this Agreement, and site visits of Subrecipient by the County, shall be considered in such evaluation.
E. Subrecipient shall maintain, for the term of the use restrictions provided for in this Agreement, evidence of property insurance and an audit, and make evidence available, if requested by County Representative.

F. Subrecipient shall maintain a list of all client names and addresses served through this Agreement, and shall make such list available, if requested by County's Representative.

G. Subrecipient shall employ sufficient staff to provide the services in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Subrecipient.

H. Subrecipient shall provide information for each Client served under the terms of this Agreement, in a format agreed upon by the County. Client information shall be provided to County either monthly or quarterly based on format requested by County.

I. Subrecipient shall maintain files with progress notes and dates of service and make such files available to the County's Representative upon request.

6. **Default by Subrecipient:** The happening of any of the following events shall constitute a default under this Agreement:

   A. Through no fault of the County, the Certificate of Occupancy has not been issued by Manatee County on or before May 31, 2019.

   B. Subrecipient ceases to provide reports required by this Agreement to monitor compliance.

   C. Subrecipient sells, leases, abandons, and/or ceases to use the property described in Exhibit A in accordance with this Agreement without the prior written approval of the County.

7. With respect to the services provided pursuant to this Agreement, Subrecipient shall comply with the requirements of the Florida Public Records Law as specifically set forth in Florida Statute 119.0701. Accordingly, Subrecipient shall:

   a. Keep and maintain public records required by the County to perform the service.
   b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to the County.
   d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Subrecipient or keep and maintain public records required
by the County to perform the service. If Subrecipient transfers all public records to the County upon completion of the Agreement, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient keeps and maintains public records upon completion of the Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Deborah M. Scaccianoce  
Records Division Manager  
P.O. Box 1000  
Bradenton, FL 34206  
debbie.scaccianoce@mymanatee.org  
941-742-5845 (x 5845)

8. Reversion of assets [24 CFR 570.503 (b)(7)]: Upon expiration of the agreement, 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. It shall also include provisions designed to ensure that 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) in excess of $25,000 is either:

(a) Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

(b) Not used in accordance with paragraph 8.(a) of this section, in which event the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)

Attachment D1

Manatee County Community Development Block Grant
Contractor and Subcontractor Report

Date: ____________________

Project Name: ____________________

Contractor/Subcontractor: ____________________
(circle one)

Street: ____________________

City: ____________________ State: _____ Zip: ______

Phone: ____________________ FAX: ____________________

Email: ____________________

Contractor/Subcontractor IRS Identification Number: ____________________

Contractor/Subcontractor DUNS Number: ____________________

Contractor/Subcontractor Race/Ethnicity: (Circle One)

1 – White American; 2 – Black American; 3- Native American

4 – Hispanic American; 5- Asian/Pacific American; 6 – Hasidic Jew

Women Owned Business?: Yes  No (Circle One, Attach Certification)

Section 3 Contractor?: Yes  No (Circle One)

Contracts/Subcontracts Awarded for this Project:

<table>
<thead>
<tr>
<th>Type Contract</th>
<th>Construction</th>
<th>Non-Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dollar amount of all contracts/subcontracts awarded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total dollar amount awarded to Section 3 businesses</td>
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<td></td>
</tr>
<tr>
<td>Percentage of the total dollar amount that was awarded to Section 3 businesses</td>
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<td></td>
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<tr>
<td>Total number of Section 3 businesses receiving contracts</td>
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### Employment and Training Resulting from this Project:

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Number of New Hires</th>
<th>Number of New Hires that are Section 3 Residents</th>
<th>Number of Section 3 Trainees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professionals</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
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### Detailed Narrative Description of Specific Actions Taken to Comply with Section 3 Requirements (attach additional supporting documentation):

__________________________________________________________________________
__________________________________________________________________________
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__________________________________________________________________________
__________________________________________________________________________

Contractor/Subcontractor Signature: __________________________

Date: __________________________
EXHIBIT E

ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT REQUIREMENTS

Subrecipient shall comply with all applicable requirements provided herein.

1. General Conditions

   A. General Compliance

       Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal
       Regulations, Part 570 (the Housing and Urban Development regulations) concerning Community
       Development Block Grants). The Subrecipient also agrees to comply with all other applicable
       Federal, State and local laws, regulations, and policies governing the funds provided under this
       Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to
       supplement rather than supplant funds otherwise available.

   B. Workers’ Compensation

       Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees
       involved in the performance of this Agreement.

   C. Insurance and Bonding

       Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110,
       Bonding and Insurance.

2. Administrative Requirements

   A. Financial Management

       1) Accounting Standards

           Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the
           accounting principles and procedures required therein, to utilize adequate internal controls,
           and to maintain necessary source documentation for all costs incurred.

       2) Cost Principles

           Subrecipient shall administer its Project in conformance with OMB Circulars A-122, “Cost
           Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational
           Institutions,” as applicable. These principles shall be applied for all costs incurred whether
           charged on a direct or indirect basis.

       [NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the
       applicable sections of 24 CFR Part 85, “Uniform Administrative Requirements for Grants and Cooperative
       Agreements to State and Local Governments,” and OMB Circular A-87 would apply.]
B. Documentation and Record-Keeping

1) Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR Pat 570.502, and OMB Circular A-110; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2) Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involves any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4) Property Records

The Subrecipient shall maintain real property inventory records which shall clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the changes in use restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.
5) **Close-Outs**

The Subrecipient’s obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of Project assets (including the return of all unused materials, equipment, unspent cash advances, Project income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6) **Audits and Inspections**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, OMB Circular A-133. [NOTE: For governmental Subrecipient, the citation would be OMB Circular A-128.]

C. **Reporting and Payment Procedures**

1) **Program Income**

The Subrecipient shall report monthly, all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2) **Indirect Costs**

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. **Progress Reports.**

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.
D. Procurement

1) OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 570.502.

2) Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

3. Relocation, Property Acquisition, and One-For-One Housing Replacement

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project or program. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

4. Personnel and Participant Conditions

A. Civil Rights

1) Compliance

The Subrecipient agrees to comply 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 1 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 with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2) Nondiscrimination

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of the nondiscrimination clause.
3) **Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for 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, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the Project assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) **Section 504**

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action**

1) **Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order of 11246 of September 24, 1965. The Grantee 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 award of funds.

2) **MBE/WBE**

The Subrecipient shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term “minority and female business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) **Access to Records**

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4) Notifications

The Subrecipient shall 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.

5) 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.

6) Subcontract Provisions

The Subrecipient shall include the provisions of Paragraphs X A, Civil Rights and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1) Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the Project for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2) Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standard Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
D. Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

1. 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.

2. The parties to this contract agree to comply with HUD’s regulations in 24 CFR 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.

3. The contractor agrees to send 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 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.

4. The contractor agrees to include this 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 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 CFR part 135.

5. 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 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.

6. 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.

7. 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).

E. Conduct:

1) Hatch Act

The Subrecipient agrees 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 United States Code.

2) Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

3) Lobbying

The Subrecipient hereby certifies that:

a. 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;

b. 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 a Federal contract (including this Agreement), grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
c. It will require that the language of paragraph (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

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.) Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

5.) Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

3. Environmental Conditions

A. Air and Water

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

1) Clean Air Act, 42 U.S.C., 7401, et seq.
2) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation


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.

6. Any “Other Program Requirements” covered under 24 CFR 570, Subpart K, that are not specifically addressed in this Agreement, as applicable.
EXHIBIT E

AGENCY CERTIFICATES OF INSURANCE
Manatee County Government
Manatee County Washington Park Project
Palmetto, Florida 34221
ENVIRONMENTAL ASSESSMENT

Prepared for:
Manatee County Government
Redevelopment and Economic Opportunity Department
1112 Manatee Avenue West
Bradenton, Florida 34205

Prepared by:
Bill O'Shea
Community Development Project Manager
Redevelopment and Economic Opportunity Department
Manatee County Government
1112 Manatee Avenue West
Bradenton, Florida 34205

February 2019
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INTRODUCTION

Manatee County Government (hereinafter referred to as County) is a recipient of funding from the Community Development Block Grant (CDBG), B-18-UC-12-0018. Because the project requires the construction of an 11.5 acre park, 24 CFR Part 58, requires that an Environmental Assessment be conducted. Moreover, the findings thereof infer that there will be no significant impact on the quality of life by pursuing this activity.

The project will be assessed by all aspects of HUD Environmental Regulations as outlined in 24 CFR Parts 50-58, and including but not limited to the following: The National Historic Preservation Act of 1966, as amended; Executive Order 11593, Protection and Enhancement of the Cultural Environment; The Archaeological and Historic Preservation Act of 1974, which amended the Reservoir Salvage Act of 1974; Procedures for the Protection of Historic and Cultural Properties; Flood Disaster Protection Act of 1973; Executive Order 11988 Floodplain Management (following HUD implementation procedure); Executive Order 11990 Wetland Protection; The Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990; The Coastal Zone Management Act of 1972, as amended; The Safe Drinking Water Act of 1974, as amended, with particular attention to Sole Source Aquifers; The Endangered Species Act of 1973, as amended; The Wild and Scenic River Act, as amended; The Federal Water Pollution Control Act, as amended by the Federal Water Pollution Control Act Amendments of 1972, and later enactments; The Clean Air Act, as amended; The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and later enactments; The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended; The Farmland Protection Policy Act of 1981, as amended; Executive Order 12898 Environmental Justice.

PURPOSE AND NEED FOR ACTION

The purpose of the proposed project is to construct a public park for the residents of Manatee County. This proposed park is located in one of the County’s target areas, and will provide recreational facilities for the surrounding low- to moderate-income communities.

PROJECT DESCRIPTION

This project involves the construction of an 11.5 acre park on County owned property located near the intersection of 30th Street East and 8th Avenue East, Palmetto, FL 34221. The park elements include but are not limited to shell trails, playground, playfield, pavilions, restrooms, parking, and stormwater ponds.
ALTERNATIVES TO THE PROPOSED ACTION

The project is located on County owned property that was historically used as a borrow-pit and roadway construction debris disposal. The only alternative to the proposed action is to not construct the park. This parcel was initially developed as a golf course that served the community until US 41 divided the neighborhood in half. The surrounding communities have asked for a park at this location and would be disappointed if one could not be developed on this site.

LAND DEVELOPMENT

Conformance with Comprehensive Plans and Zoning
The park will be constructed on County owned property. A Final Site Plan has been approved for the project, which is in conformance with the Manatee County Comprehensive Plan, Land Development Code, and zoning.

Compatibility and Urban Impact
The center will be designed to be compatible with the surrounding structures. There will be no urban impact from this structure.

Slope
Southwest Florida, as a gross generalization is reasonably flat in its topographic make-up. Therefore, the slope of the region is gradual in its approach, creating subtle ascents and descents. Evaluating the site with topographical lines there appears to be no rise or descent, meaning the lot is level for the most part. Because of these characteristics, the slope of the site is not an issue. Lastly, the site has been evaluated by the regulations in Executive Order 11988 Floodplain Management and it is free of the need for any floodplain mitigation.

Erosion
As part of the construction process, normal site preparation will require some earthwork. However, it is anticipated, that the slope and other natural features of the site will minimize any soil erosion and sedimentation run off during the process. Construction BMP’s (Best Management Practices) will be implemented in attempt to mitigate any erosion problems. This will help in the control of storm water, minimize erosion, and aid in the filtration thereof.

Soil Suitability
Based on the NRCS Soil Survey of Manatee County Florida, 1983, the soil at the project location is of the EauGallie Fine Sand. This is a nearly level, poorly drained soil comprised of dark gray, grayish brown and light brownish sands. Soil suitability does not appear to be a concern for this project. There has been and continues to be a lot of development on this type of soil within Manatee County. This soil packs well and provides a stable base for foundations with little or no settling, therefore decreasing the amount of stress that may normally occur.
Hazards and Nuisances, Including Site Safety
There are no hazards, nuisances, or debris to cause safety concerns for the workers engaged in normal construction practices, or to those in the neighborhood. Best Management Practices will be required during construction of the project.

Energy Consumption
There are no long-term energy consumption issues associated with this project.

NOISE
The proposed park is not considered a noise sensitive use. No noise analysis required.

AIR QUALITY
The project is not within an Environmental Protection Agency (EPA) designated Non-Attainment area. Therefore, no special permits from the EPA will be required. There will be temporary minor air quality issues from construction. As before mentioned the greatest of these impacts will come from site preparation and materials delivery. Impacts on air quality are not an issue for this project.

ENVIRONMENTAL DESIGN AND HISTORIC VALUES

Visual Quality
The proposed center will fit into the existing neighborhood without distracting from its character. There are no historic values tied to existing structures or the property thereof.

Historic, Cultural, and Archaeological Resources
Since this project will not affect the exterior of any structures that are over 50 years old, this project was not submitted for examination to the Florida’s State Historic Preservation Office (SHPO). It has however been submitted to Miccosukee Tribe of Indians for evaluation of potential archaeological resources.

SOCIOECONOMIC

Demographic/Character Changes
This project will not have a negative affect the neighborhoods demographic or character elements, nor will cause persons to be relocated either in or out of the immediate vicinity.

Displacement
This project will not cause the displacement of any local residents.
Employment and Income Patterns
It is hoped that the local employment initiative that lays within Section 3 of The Housing and Urban Development Act of 1968 will be carried forth within the projects neighborhood with due diligence. It is unclear at this point as to whether any new jobs will result from this project.

COMMUNITY FACILITIES AND SERVICES

Educational Facilities
This project will not impact the capacity of the schools.

Commercial Facilities
The project will not require additional commercial support facilities, nor will it negatively affect any of the existing commercial establishments within the area.

Health Care
This project will not have an impact on Manatee County Emergency Management Department services or on the health care facilitates.

Social Services
There will not be an increased demand on the social service agencies in the area as a result of this project.

Solid Waste
This project will not have an impact upon Manatee County’s solid waste division or area landfills.

Waste Water
This project will not have an impact on Manatee County’s utility services.

Storm Water
This project will comply with any stormwater management conditions that are imposed by the Southwest Florida Management District, should they be required as a result of an increase in impervious surface. The site will be developed using best management practices to minimize the effects of erosion/transport of sediment from the site.

Water Supply
The project will require water connections to the Manatee County water supply, but will not have any impacts on the capacity of the system.
Police, Fire, and Emergency Medical Services
The project will not have an increased impact on the availability of fire, police and ambulatory services. Also, the project will not require any additional fire, police or ambulatory services.

Open Space, Recreation, and Cultural Facilities
The project involves the construction of a park, which will add recreational amenities in a CDBG low- mod- income area.

Transportation
There will be no impacts to the current mass transit system as a result of this project.

NATURAL FEATURES

Surface Water
There are no surface waters on or adjacent to this site. The contractor will implement Best Management Practices (BMP’s) during the site preparation and construction to control storm water run-off.

Floodplains
The project has been examined on the basis of Executive Order 11988, which requires Federal agencies to “take action to reduce the risk of flood loss, minimize the impact of floods on human safety, health and welfare, and restore and preserve the natural and beneficial values served by floodplains.” Examining the project location within the Federal Emergency Management Agency’s (FEMA) Flood Insurance Rate Map (FIRM) reveals that it does not lie within a flood hazard area. Therefore, it is anticipated that no mitigation will be required for flood plain management.

Wetlands
There are ACOE jurisdictional wetlands adjacent to the site that will not be impacted with this project. A SWFWMD permit has been obtained for the project. All required best management practices with be adhered to during construction. site.

Coastal Zone
The project is located in Manatee County, which is considered by virtue of the Florida Coastal Management Program to be a Florida Coastal County. Florida’s Department of State’s Clearing House is the agency that coordinates with the Department of Coastal Zone Management. The program that has been set forth by Coastal Zone Management is consistent with the Federal Coastal Zone Management Act. Manatee County’s Comprehensive Plan expresses the adoption of this program through its overlay districts. These districts include the following: Coastal Planning Areas (CPA), Coastal Evacuation Areas (CEA), Coastal Storm Vulnerability Areas (CSVA), and FEMA Velocity Zone. The site is
not within the Coastal Evacuation Area (CEA), Coastal Storm Vulnerability Area (CSVA) nor the FEMA Velocity Zone. The project is not located in any of these declared areas.

**Unique Natural Features and Agricultural Lands**
Unique natural features refer to those that are infrequent in their occurrence or they have a special social, cultural, economic, educational, aesthetic, or scientific value associated with them. The project location is void of any such features. Also, prior use of the project was not for agricultural purposes and the project location is not under the Natural Resource Conservation Service's Farmland Protection Program.

**Vegetation and Wildlife**
The site has been previously altered through the placement of fill and non-native nuisance vegetation, which has been allowed to proliferate in non-mowed areas. An ecologist conducted a preliminary listed species survey of the site, and did not observe any evidence of listed wildlife utilization.
ATTACHMENT A

Statutory Checklist and Attachments
**Statutory Worksheet**

**24 CFR §58.5 Statutes, Executive Orders and Regulations**

Use this worksheet only for projects that are Categorically Excluded per 24 CFR § 58.35(a).

NOTE: Compliance with the laws and statutes listed at 24 CFR §58.6 must also be documented.

**PROJECT NAME** and **DESCRIPTION** - Include all contemplated actions that logically are either geographically or functionally part of the project: **Manatee County Government — This project involves the construction of an 11.5 acre park on County owned property, located near the intersection of 8th Avenue East and 30th Street East, Palmetto, FL 34221.**

This proposal is determined to be Categorically Excluded according to: [Cite Section(s)]

**DIRECTIONS** - Write "A" in the Status Column when the proposal, by its scope and nature, does not affect the resources under consideration; or write "B" if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation (see Statutory Worksheet Instructions). Compliance documentation must contain verifiable source documents and relevant base data.

**COMPLIANCE FACTORS:**

<table>
<thead>
<tr>
<th>STATUTES, EXECUTIVE ORDERS AND REGULATIONS LISTED AT 24 CFR §58.5</th>
<th>A/B</th>
<th>COMPLIANCE DETERMINATION AND DOCUMENTATION</th>
</tr>
</thead>
</table>
| **HISTORIC PRESERVATION**  
36 CFR PART 800 | A | Surrounding structures less than 50 years old. Site not near known archaeological sites. No Response from Miccosukee Tribe of Indians. |
| **FLOODPLAIN MANAGEMENT**  
24 CFR §55 & EXECUTIVE ORDER 11988 | A | See attached FEMA Firm Map 12081C016E. Site is not located within the 100-year floodplain. |
| **WETLAND PROTECTION**  
EXECUTIVE ORDER 11990 | A | See attached map and Stantec Report. Although there are no wetlands located within the project area, ACOE jurisdictional wetlands are located adjacent to the site. Wetlands will not be impacted with this project. |
| **COASTAL ZONE MANAGEMENT ACT**  
SECTIONS 307(c) & (d) | A | Site not located within a coastal zone - see attached coastal maps from Manatee County Comprehensive Plan Coastal Element. |
| **SOLE SOURCE AQUIFERS**  
40 CFR 149 | A | See attachment — No sole source aquifers located within Manatee County. |
| **ENDANGERED SPECIES ACT**  
50 CFR 402 | A | See Stantec attachment - No critical habitat on site. |
| **WILD AND SCENIC RIVERS ACT**  
SECTIONS 7(b) & (c) | A | See attachment — No Wild & Scenic Rivers located within Manatee County. |
| **CLEAN AIR ACT**  
SECTIONS 176(c)(d) & 40 CFR 6, 51, 93 | A | See attachment — Manatee County not indicated as a non-attainment county. |
| **FARMLAND PROTECTION POLICY ACT**  
7 CFR 658 | A | Project will be constructed on an existing borrow pit/roadway construction staging area. |
| **ENVIRONMENTAL JUSTICE**  
EXECUTIVE ORDER 12898 | A | See attachment - No apparent Environmental Justice issues. |
| **NOISE ABATEMENT & CONTROL**  
24 CFR §51B | A | Project not considered a noise sensitive use. |

---

Statutory Checklist
<table>
<thead>
<tr>
<th>EXPOSIVE &amp; FLAMMABLE OPERATIONS</th>
<th>A</th>
<th>Based upon aerial review, there are no explosive/flammable storage containers within 0.5 miles of project site.</th>
</tr>
</thead>
<tbody>
<tr>
<td>HAZARDOUS, TOXIC OR RADIOACTIVE MATERIALS &amp; SUBSTANCES</td>
<td>A</td>
<td>See EPA attachment. Hazardous waste generators within close proximity to site appear to be in compliance. Portions of Phase 1/2 Environmental Assessments attached. One foot of clean fill will be placed on the play areas and the stormwater facility will be fenced.</td>
</tr>
<tr>
<td>AIRPORT CLEAR ZONES &amp; ACCIDENT POTENTIAL ZONES</td>
<td>A</td>
<td>See attachment, site not located within an airport clear zone or within 2,500’ (commercial)/15,000’ (military) end of runway.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER AREAS OF STATUTORY AND REGULATORY COMPLIANCE APPLICABLE TO PROJECT</th>
<th>A/B</th>
<th>COMPLIANCE DETERMINATION AND DOCUMENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLOOD INSURANCE – 58.6(a)</td>
<td>A</td>
<td>See attached FEMA Firm Map 12081C0166E. Site is not located within the 100-year floodplain.</td>
</tr>
<tr>
<td>COASTAL BARRIERS – 58.6(b)</td>
<td>A</td>
<td>See attachment. Site not located within the coastal barrier resource system.</td>
</tr>
<tr>
<td>AIRPORT CLEAR ZONE NOTIFICATION - 58.6(c)</td>
<td>A</td>
<td>N/A – site not located within a clear zone.</td>
</tr>
<tr>
<td>WATER QUALITY</td>
<td>A</td>
<td>See attachment – County water and sewer are close to site and will be extended to serve the park.</td>
</tr>
<tr>
<td>SOLID WASTE DISPOSAL</td>
<td>A</td>
<td>Solid Waste will be handled by County staff.</td>
</tr>
<tr>
<td>FISH AND WILDLIFE</td>
<td>A</td>
<td>See attached Stantec Report. No impacts to fish and wildlife.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE OR LOCAL STATUTES</th>
<th>A/B</th>
<th>COMPLIANCE DETERMINATION AND DOCUMENTATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Determination:

☐ This project converts to Exempt, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); Funds may be committed and drawn down for this (now) EXEMPT project; or

☑ This project cannot convert to Exempt status because one or more statutes or authorities require formal consultation or mitigation. Complete consultation / mitigation protocol requirements, publish NOI/RROF and obtain Authority to Use Grant Funds (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down funds; or

☐ The unusual circumstances of this project may/will result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.

Bill O'Shea
PREPARER SIGNATURE

3/7/19
DATE

Bill O'Shea
PREPARER NAME

Community Development Project Manager
TITLE

Geraldine C. Lopez, Director – Redevelopment and Economic Opportunity Department
NAME & TITLE

3/8/19
DATE
Your package has been delivered.

Delivery Date: Monday, 02/11/2019
Delivery Time: 03:53 PM

At the request of MANATEE CNTY-MAIL DISTRIBUTION this notice alerts you that the status of the shipment listed below has changed.

**Shipment Detail**

**Tracking Number:** 1Z09X5R02496793983
Miccosekee Tribe of Indians
68 HC 61
OCHOPEE, FL 34141
US

**UPS Service:** UPS NEXT DAY AIR

**Number of Packages:** 1

**Package Weight:** 0.0 LBS

**Delivery Location:** RESIDENTIAL

**Signed by:** DAYHOFF
February 8, 2019

Mr. Fred Dayhoff, Historical Preservation Officer
Muccosukee Tribe of Indians
HC61SR68 Old Loop Road
Ochoppee, FL 34141

Re: Manatee County Government – Washington Park Project
HUD Environmental Assessment

Mr. Dayhoff:

Enclosed, please find a location map for the proposed Washington Gardens Park, located off of 8th Avenue East Palmetto, Manatee County, Florida and a Historical/Archaeological Overlay Map of Manatee County for your review and comment, and relates to a Community Development Block Grant Program (CDBG) project to be undertaken by Manatee County, Florida (Section 12, Township 34 South, Range 17 East). Because this project is being funded with federal CDBG funds from the Department of Housing and Urban Development (HUD), an environmental assessment (EA) is required, as stated in 24 CFR Part 58. Your response to this proposed project will be used as part of the EA, which will be submitted to HUD for approval.

The park will be developed on an 11.7 +/- acre site and will include a grass field, playground, restrooms, pavilions, shell trails, parking, and retention ponds. I have included a section of the Phase 1 Environmental Assessment that addresses historical resources. This section includes the wetlands portion of the site, and covers 88 acres. Historically, this site was used as a borrow pit and landfill for road construction debris associated with the construction of US 41 and US 19.

Your early review and comments will be greatly appreciated. The draft EA is scheduled to be completed and submitted to HUD on or after Monday, March 11, 2019. Unless comments are received by 5 pm on Wednesday, March 6, 2019, I will assume that your agency has no objection to this project.

If you have any questions or need additional information, please call me at (941) 748-4501, ext. 6858 or by email at bill.oshea@mymanatee.org. Thank you in advance for your prompt attention to this matter.

Sincerely,

Bill O'Shea, Community Development Project Manager
Redevelopment and Economic Opportunity Department

WCO:hs

enclosures
Washington Park Site
Other listed facilities in the agency search are not being discussed in this report, as they represent a de minimis environmental concern due to distance, anticipated direction of groundwater flow and/or anticipated risk of contamination.

5.2 Additional Environmental Record Sources

5.2.1 Sanborn Fire Insurance Maps
Sanborn Fire Insurance Maps have been produced since the late 1800's to provide information relative to fire hazards on insurable property. These maps often indicate locations of underground and aboveground gasoline tanks, storage facilities for flammable chemicals, such as dry cleaners, paint shops, maintenance and garage facilities, as well as historical information on occupants of buildings, unavailable through other sources. Production of these maps typically was limited to the immediate vicinity of downtown urban areas. EDR purchased the Sanborn Company and has access to all available Sanborn maps. EDR performed a search of its archive and indicated that no Sanborn maps were produced for the vicinity of the subject. As such, no review was possible (not considered a significant data gap).

5.2.3 Historical City Directory Review
R.L. Polk directories and/or Hill-Donnelly Cross Reference directories are referenced for study areas which help identify changes in land use based on the type of businesses that occupied the subject site and surrounding area. Results are discussed in Sections 5.4 and 5.5 of this report.

5.2.4 Historic Preservation/Critical Habitat/Wetland Inventory Research
While not typically a part of agency records review during performance of a Phase I ESA; Cardno TBE personnel performed a cursory review of the following readily-available sources to obtain information regarding historic properties and endangered species habitats in an attempt to ensure that on-site assessment activity would not adversely impact a historical property or structure; or jeopardize the continued existence of any listed species or modify designated critical habitats in accordance with the General Federal Requirements typically identified in Brownfield Assessment Grant Terms and Conditions.

- National Registration of Historic Places database maintained by the National Park Service to determine if the subject or any adjacent properties contained a registered structure. A listing is strictly a governmental acknowledgment of a historic district, site, building or property. However, the Register is mostly "an honorary status with some federal financial incentives."

- US Fish and Wildlife Service Critical Habitat Portal database

- US Fish and Wildlife Service National Wetlands Inventory database

A review of the automated search of the most current readily-available information indicated that neither the subject nor any contiguously adjacent sites were listed in the most recent National Register of Historic Places for Manatee County, Florida. However, the entire subject site was depicted as freshwater forested/shrub or freshwater emergent
wetlands. The Critical Habitat and National Wetlands Inventory Maps depicting the vicinity of the subject site are included as Appendix C.

Please note; information regarding critical habitats and wetlands is being provided for informational purposes only, and does not constitute a formal survey of either feature.

5.3 Physical Setting Source(s)

Hydrogeological resources were examined to identify the probable direction of surface water and shallow groundwater flow at the site. The USGS Palmetto, Florida 7.5-minute series topographic map produced in 1987 was reviewed. The map shows the site being located at an elevation of approximately 19 feet above mean sea level. Based on map topography contours, shallow groundwater flow within the general vicinity of the subject site is anticipated to be generally toward the north.

The USGS Topographic Map is included as Figure 1. No structures are depicted within the boundaries of the subject property. Areas of excavation are depicted on the map within the southwest quadrant; consistent with historical aerial photos and the known historical use of the property as a borrow pit. The railroad track is depicted along the west boundary of the subject site.

According to the US Department of Agriculture Natural Resources Conservation Service inquiry, the site is geologically situated in an area comprised primarily of EauGallie and Bradenton fine sands.

- The EauGallie series consists of very deep, very poorly or poorly drained, slowly permeable soils in flats, sloughs and depressional areas in the Southern Florida Flatwoods. They formed in sandy and loamy marine sediments in Peninsula Florida.
- The Bradenton series consists of very deep, poorly drained, moderately permeable soils on low ridges and on flood plains. They formed in loamy marine sediments influenced by calcareous material.

A copy of the soil survey inquiry results obtained via the web-based USDA National Resources Conservation Survey is included as Appendix D.

5.4 Historical Use Information (Property & Vicinity)

The objective of consulting historical sources is to determine the likelihood of past uses having led to recognized environmental conditions in connection with the property. Historical use information describing the subject property was obtained from a variety of sources (as previously discussed), and are summarized below.

<table>
<thead>
<tr>
<th>Historical Directory Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addresses</td>
</tr>
<tr>
<td>No subject site address</td>
</tr>
</tbody>
</table>
**Aerial Photograph Review Results:**

<table>
<thead>
<tr>
<th>Year</th>
<th>Notes</th>
</tr>
</thead>
</table>
| 1951 | See Figures 4a  
- The subject site appears undeveloped/vacant land.  
- The general vicinity appears to be primarily undeveloped with potential agricultural land uses throughout (no citrus groves).  
- The adjacent railroad to the west is visible. |
| 1957 |  
- Residential development is visible west and south of the subject site.  
- A drive-in theater is visible west of the subject site (other side of railroad).  
- No other significant changes from the previous aerial photo were noted. |
| 1973, 1980 |  
- Land movement/potential excavation is visible within the southeast quadrant of the subject site and the US Highway 41 overpass is visible generally southwest of the subject site (consistent is the reported use of the subject site being used as a borrow pit as part of the highway construction project).  
- Additional residential development is visible east of the subject site.  
- No other significant changes from the previous aerial photo were noted. |
| 1991 |  
- Evidence of the borrow pit/scarred land within the southeast quadrant of the subject site remains visible. |
This map complies with FEMA's standards for the use of digital flood maps if it is not used as described below. The basemap shown complies with FEMA's basemap accuracy standards. The flood hazard information is derived directly from the authoritative HAZUS web services provided by FEMA. This map was exported on 2/2/2018 at 10:16:04 AM and does not reflect changes or amendments subsequent to this date and time. The HAZUS and effective information may change or become superseded by new data over time.

This map image is valid if the one or more of the following map elements do not appear: basemap imagery, flood zone areas, legend, scale bar, map insertion data, community identifiers, FIRM panel numbers, and FIRM effective date. Map images for unmapped and unmodified areas cannot be used for regulatory purposes.
This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper website.
Manatee County Land Development Code Sections 700, 701, 705 and 706 Report

Washington Park Preserve-Phase 1

July 5, 2018

Prepared for:
Board of County Commissioners
Manatee County, Florida
1112 Manatee Avenue West
Bradenton, Florida 34208

Prepared by:
Stantec Consulting Services Inc.
6500 Professional Parkway East
Sarasota, Florida 34240
941.907.6900
Sign-off Sheet

This document entitled Manatee County Land Development Code Sections 700, 701, 705 and 706 Report was prepared by Stantec Consulting Services Inc. ("Stantec") for the account of Manatee County Board of County Commissioners (the "Client"). Any reliance on this document by any third party is strictly prohibited. The material in it reflects Stantec's professional judgment in light of the scope, schedule and other limitations stated in the document and in the contract between Stantec and the Client. The opinions in the document are based on conditions and information existing at the time the document was published and do not take into account any subsequent changes. In preparing the document, Stantec did not verify information supplied to it by others. Any use which a third party makes of this document is the responsibility of such third party. Such third party agrees that Stantec shall not be responsible for costs or damages of any kind, if any, suffered by it or any other third party as a result of decisions made or actions taken based on this document.

Prepared by ____________________________

(Signature)

Elizabeth Eardley

Reviewed by ____________________________

(Signature)

Elizabeth Andrews
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1.0 INTRODUCTION

The Washington Park Preserve-Phase 1 is located within Section 12, Township 34 S, Range 17 E, in Manatee County Florida, as depicted on Project Location Map. Passive park improvements are proposed with Phase I of this project and will include restroom facilities, parking, a grass field, picnic pavilion, playground area, trails and stormwater features. Ecological enhancement will be accomplished through removal of exotic vegetation within the areas of the proposed improvements. Information pursuant to the requirements of the Manatee County Land Development Code Sections 700, 701, 705 and 706 are provided herein.

2.0 HABITAT, WILDLIFE, AND ENDANGERED SPECIES PROTECTION – SECTION 705

2.1 SITE CHARACTERIZATION

Upland habitats and land cover types found on this parcel are categorized below using the Florida Department of Transportation Florida Land Use, Cover and Forms Classification System (FLUCCS). An exhibit of the property which illustrates the extent and location of these habitat and land cover types is depicted on the attached Pre-Development FLUCCS Map. The site characterizations provided below contain evaluations of potential utilization by species listed as endangered, threatened, or species of special concern (SSC) by the Florida Fish and Wildlife Conservation Commission (FWC) or the U.S. Fish & Wildlife Service (FWS) based on site specific information. Actual wildlife observations collected during field surveys are provided in Section 2.2 below.

FLUCCS Code 190 – Open Land

The project area has been historically altered by the placement of fill and non-native vegetation, including Brazilian pepper (Schinus terebinthifolius), White lead tree (Leucaena leucocephala) and Carrotwood tree (Cupaniopsis anacardioides), has been allowed to proliferate in areas not regularly mowed and maintained. The maintained areas along the project boundary are dominated by grasses and other ruderal species including limpograss (Hemarthria altissima), bermudagrass (Cynodon dactylon), and bahiagrass (Paspalum notatum).
2.2 WILDLIFE UTILIZATION

Stantec ecologist Elizabeth Eardley conducted a preliminary listed species survey of the project area on April 12, 2018 to determine the potential presence of species listed by the United States Fish and Wildlife Service (FWS) as endangered or threatened, or by the Florida Fish and Wildlife Conservation Commission (FWC) as endangered, threatened, or species of special concern. The site was traversed via pedestrian and vehicular transects spaced to provide thorough visual coverage. During this survey, the ecologist looked for individual specimens, nests, burrows, scat, or any other identifiable signs of listed species. No such evidence was observed.

3.0 WETLAND PROTECTION – SECTION 706

There are no wetlands within the project area.

4.0 NUISANCE, EXOTIC PLANT SPECIES MANAGEMENT – SECTION 701

The exotic trees identified in Section 2.1 above will be removed initially in all areas to be cleared for improvements during construction. In all other areas of the project these trees will remain temporarily for ornamental, aesthetic, or functional value (i.e. shade producing). Removal of all Brazilian pepper (Category 1 exotic) will be removed from the uplands areas. Other exotic and non-native trees will be removed and replaced with native species on a phased basis as future funding through various grants becomes available.

5.0 LANDSCAPING/TREE PROTECTION – SECTION 700

5.1 LANDSCAPING

In lieu of the irrigation system requirements for landscaping under LDC Section 701.7, the following alternative plan is proposed. Xeriscape species will be used where possible. The Manatee County Parks and Natural Resources Department (MCPNRD) staff will provide watering, at least two times per week in dry periods, during the plant establishment phase using a water truck. Drip tree bags will be used on all trees to be established.

5.2 TREE PROTECTION

As described above, the project area was historically disturbed, and the majority of the area has not been maintained and exotic nuisance species have proliferated. As such, a tree survey was not performed. In the relatively few areas where native trees may exist (e.g. live oak and cabbage palms) those are either located outside the area of construction impacts or those will be preserved during construction. This will be accomplished by field locating all trails to avoid any native trees.
6.0 CONCLUSION

The proposed park is located in close proximity to I-75 and near residential and commercial land uses. No impacts to native habitats including wetlands are proposed. The proposed project has avoided impacts to listed species and/or identified critical habitats and no native trees are proposed to be removed. The project is therefore in compliance with the Manatee County Comprehensive Plan Conservation Element.
Sole Source Aquifers in the Southeast

The Environmental Protection Agency (EPA) defines a sole source aquifer as an underground water source that supplies at least 50 percent of the drinking water consumed in the area overlying the aquifer. These areas have no alternative drinking water source(s) that could physically, legally, and economically supply all those who depend upon the aquifer for drinking water.

The Sole Source Aquifer Program is authorized by Section 1424(e) of the Safe Drinking Water Act of 1974. Designation of an aquifer as a sole source aquifer provides EPA with the authority to review federal financially assisted projects planned for the area to determine their potential for contaminating the aquifer.

Federally funded projects reviewed by EPA under the Sole Source Aquifer Program may include, but are not limited to, highway improvements and new road construction, public water supply wells, transmission lines, wastewater treatment facilities, construction projects involving disposal of storm water, and agricultural projects involving management of animal waste. Proposed projects that are funded entirely by state, local, or private concerns are not subject to EPA review.

Sole Source Aquifers in the Southeast

EPA has designated three sole source aquifers that are entirely or partially within Region 4:

- Biscayne Aquifer in south Florida
- Southern Hills Regional Aquifer System in eastern Louisiana and southwestern Mississippi
- Volusia-Floridan Aquifer in east-central Florida.

Approximate Boundaries of Region 4 Sole Source Aquifers
The Biscayne Aquifer lies within an area of south Florida bounded by the Atlantic Ocean and the Gulf of Mexico between Whitewater Bay in Monroe County and Delray Beach in Palm Beach County; and by a line drawn from the mouth of Whitewater Bay northeasterly and northerly to the intersection of the northern boundary of Monroe County and the western boundary of Dade County; and thence northerly and northeasterly to the intersection of the North New River Canal and the boundary line separating Broward and Palm Beach Counties; and finally east-northeasterly to Delray Beach. The enclosed area includes all of Dade County and parts of Broward, Monroe and Palm Beach Counties.

Southern Hills Regional Aquifer System
The designation area covers all of ten parishes in Louisiana (E. Baton Rouge, E. Feliciana, Livingston, Pointe Coupee, St. Helena, St. Tammany, Tangipahoa, Washington, W. Baton Rouge and W. Feliciana) and in Mississippi all of ten counties (Adams, Amite, Claiborne, Copiah, Franklin, Jefferson, Lincoln, Pike, Walthall and Wilkinson) as well as the parts of Hinds and Warren Counties underlain by the Catahoula Sandstone, and those portions of Marion and Lawrence Counties west of the Pearl River.

**Volusia Sole Source Aquifer**
The northern boundary of the designated area begins at the southeast corner of Flagler Beach State Park and curves south and west through the community of Karona at U.S. Highway Route Number 1. The boundary continues southwest, west and northwest to the intersection of Haw Creek and Crescent Lake. The boundary then follows the west bank of Crescent Lake to Dunn's Creek and follows the west bank of Dunn's Creek to its intersection with the St. John's River. The border of the designated area then follows the east bank of Lake George to its intersection with the boundary of Volusia County. The boundary of the designated area and the boundary of Volusia County are congruent for the remainder of the area's western and southern boundaries to the Atlantic Ocean. The area's eastern boundary is the Atlantic Ocean.

The designated area includes all of Volusia County and portions of Flagler and Putnam Counties, Florida and extends approximately 1,450 square miles. Major cities in the area include Ormond Beach, Daytona Beach, New Smyrna Beach and Deland.
Petition for Sole Source Aquifer Designation

Even though EPA has authority to initiate sole source aquifer (SSA) petitions, EPA normally responds only to submitted petitions. Any individual, corporation, company, association, partnership, state, municipality, or federal agency may petition for SSA designation.

EPA published the Sole Source Aquifer Designation Petitioner Guidance to assist those interested in preparing and submitting SSA designation petitions.

Post-Designation Review Authority and Coordination

Federal financially assisted projects that lie within the SSA boundaries should be sent to the appropriate EPA regional office for aquifer impact determination review. Projects outside of the SSA boundaries and/or that do not receive federal funding are not required to have an SSA impact review.

EPA Region 4 Sole Source Coordinator

Robert Olive
U.S. Environmental Protection Agency
Region 4
Water Protection Division
Ground Water & SDWA Enforcement Section
Sam Nunn Atlanta Federal Center
61 Forsyth Street
Atlanta, GA 30303-8960

Email: Robert.Olive (olive.robert@epa.gov)

For information about the contents of this page, please contact GWU1C.R4@epa.gov
Designated Wild & Scenic Rivers

Rivers that pass through several states may have segments in each state designated. For example, the Klamath River has designations in California and Oregon. Many rivers also have numerous tributaries designated (e.g., Washington's Skagit River). Multiple listings of some rivers indicate more than one segment of the river is designated (e.g., Missouri River in Nebraska).

Alabama
- Black Warrior River (Sipsey Fork)

Alaska
- A琳nak River — National Park Service Site
- Atlin River
- Andreafsky River
- Anlakchak River
- Beaver Creek — Bureau of Land Management Site
- Birch Creek — Bureau of Land Management Site
- Charity River — National Park Service Site
- Chilkootina River
- Delta River — Bureau of Land Management Site
- Fortymile River — Bureau of Land Management Site
- Gulina River — Bureau of Land Management Site
- Halibut River
- John River
- Kobuk River
- Koyukuk River (North Fork)
- Mulchatna River
- Notsch River
- Nowitna River
- Salmon River
- Selawik River
- Sheenjek River
- Tanagru River
- Tilikok River
- Unalakleet River — Bureau of Land Management Site
- Wind River

Arizona
- Fossil Creek
- Verde River — U.S. Forest Service Site

Arkansas
- Big Piney Creek
- Buffalo River
- Cossatot River
- Hurricane Creek
- Little Missouri River
- Mulberry River
- North Sylamore Creek
- Richland Creek
California
- Amargosa River
- American River (Lower)
- American River (North Fork) — Bureau of Land Management Site
- Baptista Creek
- Big Sur River
- Black Butte River
- Cottonwood Creek
- Eel River
- Feather River
- Fuller Mill Creek
- Kern River
- Kings River
- Klamath River — U.S. Forest Service Site
- Mariposa River — Bureau of Land Management Site
- Owens River Headwaters
- Palm Canyon Creek
- Pitu Creek
- San Joaquin River (North Fork)
- Sespe Creek
- Sisquoc River
- Smith River
- Trinity River
- Tuolumne River — Bureau of Land Management Site

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Colorado
- Cache la Poudre River

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Connecticut
- Eightmile River
  Farmington River (West Branch) — Farmington River Committee Site

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Delaware
- White Clay Creek (See also Pennsylvania)

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Florida
- Loxahatchees River
- Wakulla River

Top of the Page

Georgia
- Chattahoochee River (See also North Carolina, South Carolina — U.S. Forest Service Site, Chattahoochee Net

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Idaho
- Battle Creek
- Big Jacks Creek
- Bruneau River
- Bruneau River (West Fork)
- Clearwater River (Middle Fork)
- Cottonwood Creek
- Deep Creek
- Dickshooter Creek
- Duncan Creek
- Jarbidge River
• Little Jacks Creek
• Owyhee River
• Owyhee River (North Fork)
• Owyhee River (South Fork)
• Rod Canyon
• Rapid River
• Saint Joe River
• Salmon River
• Salmon River (Middle Fork)
• Sheep Creek
• Snake River (See also Oregon)
• Wickahoney Creek

Illinois

• Vermilion River — State of Illinois Site

Kentucky

• Red River

Louisiana

• Selina Bayou

Maine

• Allagash River — State of Maine Site

Massachusetts

• Westfield River — Westfield River Wild & Scenic Advisory Committee Site
• Sudbury, Assabet and Concord Rivers
• Taunton River

Michigan

• Au Sable River
• Bear Creek
• Black River
• Carp River
• Indian River
• Manistee River
• Ontonagon River
• Paint River
• Pere Marquette River
• Pine River
• Presque Isle River
• Sturgeon River (Hiawatha National Forest)
• Sturgeon River (Ottawa National Forest)
• Tawasemonon River (East Branch)
• Whitefish River
• Yellow Dog River

Minnesota

• St. Croix River (Lower) (See also Wisconsin) — National Park Service Site
• St. Croix River (Upper) (See also Wisconsin) — National Park Service Site
• St. Croix River (Lower) (See also Wisconsin)
Mississippi

- Black Creek

Missouri

- Eleven Point River

Montana

- Flathead River
- Missouri River — Bureau of Land Management Site

Nebraska

- Missouri River (See also South Dakota) — National Park Service Site
- Missouri River (See also South Dakota) — National Park Service Site
- Niobrara River — National Park Service Site

New Hampshire

- Lamoine River
- Wildcat Brook

New Jersey

- Delaware River (Lower) (See also Pennsylvania)
- Delaware River (Middle) (See also Pennsylvania) — National Park Service Site
- Great Egg Harbor River
- Maurice River
- Musconetcong River

New Mexico

- Jemez River (East Fork)
- Pecos River
- Rio Chama — Bureau of Land Management Site
- Rio Grande — Bureau of Land Management Site

New York

- Delaware River (Upper) (See also Pennsylvania) — National Park Service Site

North Carolina

- Chattooga River (See also Georgia, South Carolina) — U.S. Forest Service Site, Chattooga Net
- Horsepasture River
- New River — State of North Carolina Site
- Lumber River — State of North Carolina Site (Lumber River State Park)
- Wilson Creek

Ohio

- Big and Little Darby Creeks — State of Ohio Site
Oregon

- Big Marsh Creek
- Chetco River — U.S. Forest Service Site
- Clackamas River
- Clackamas River (South Fork)
- Colvinsash River
- Crescent Creek
- Crooked River — Bureau of Land Management Site
- Crooked River (North Fork)
- Deschutes River — Bureau of Land Management Site
- Donner und Blitzen River
- Eagle Creek (Mt. Hood National Forest)
- East Creek (Wallowa-Whitman National Forest)
- Elk River — U.S. Forest Service Site
- Elk River
- Fish Creek
- Grande Ronde River — Bureau of Land Management Site
- Hood River (East Fork)
- Hood River (Middle Fork)
- Illinois River — U.S. Forest Service Site
- Innabah River
- John Day River — Bureau of Land Management Site
- John Day River (North Fork)
- John Day River (South Fork) — Bureau of Land Management Site
- Joseph Creek
- Klamath River — Bureau of Land Management Site
- Little Deschutes River
- Lostine River
- Malheur River
- Malheur River (North Fork)
- McKenzie River
- Metolius River
- Minam River
- North Powder River
- North Umpqua River — Bureau of Land Management Site
- Owyhee River — Bureau of Land Management Site
- Owyhee River (North Fork) — Bureau of Land Management Site
- Powder River
- Quartzville Creek — Bureau of Land Management Site
- Redding River
- Rogue River — Bureau of Land Management Site, U.S. Forest Service Site
- Rogue River (Upper) — U.S. Forest Service Site
- Salmon River — Bureau of Land Management Site
- Sandy River — Bureau of Land Management Site
- Smith River (North Fork) — U.S. Forest Service Site
- Snake River (See also Oregon)
- Sproague River (North Fork)
- Squaw Creek
- Syacan River
- Wallowa River — Bureau of Land Management Site
- Wenas River
- West Little Owyhee River
- White River — Bureau of Land Management Site
- Wilkins and Kiger Creeks
- Willsamette River (North Fork of the Middle Fork)
- Zigzag River

Pennsylvania

- Allegheny River
- Clarion River
- Delaware River (Lower) (See also New Jersey)
- Delaware River (Middle) (See also New Jersey) — National Park Service Site
Puerto Rico

- Rio Marayes — U.S. Forest Service Site
- Rio de la Mina — U.S. Forest Service Site
- Rio Ireno — U.S. Forest Service Site

South Carolina

- Chattooga River (See also Georgia, North Carolina) — U.S. Forest Service Site, Chattooga Nat

South Dakota

- Missouri River (See also Nebraska) — National Park Service Site
- Missouri River (See also Nebraska) — National Park Service Site

Tennessee

- Obed River — National Park Service Site

Texas

- Rio Grande — National Park Service Site, Rio Grande in Big Bend National Park

Utah

- Virgin River Tributaries

Washington

- Klickitat River
- Skagit River — U.S. Forest Service Site
- White Salmon River

West Virginia

- Bluestone River — National Park Service Site

Wisconsin

- St. Croix River (Lower) (See also Minnesota) — National Park Service Site
- St. Croix River (Upper) (See also Minnesota) — National Park Service Site
- St. Croix River (Lower) (See also Minnesota)
- Wolf River

Wyoming

- Snake River Headwaters
- Yellowstone River (Clarks Fork)

Other Data
Printable table of the National Wild & Scenic Rivers System (PDF — Print as landscape).
- Instructions for the National Atlas Wild & Scenic Rivers Site (PDF).
- GIS shape files of the National Wild & Scenic Rivers System (270 KB Self-Extracting Zipped File).

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Kid's Page

Home

Rivers

RTCA

This web site uses pop-up windows — no advertising

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WSR Display

Management

WSR Council

Publications

---

National Wild & Scenic Rivers

Created on: 8/30/00
Last updated: 1/7/2011 12:52:49
Site has changed since last visit

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## Air Quality Statistics Report

**Geographic Area:** Tampa-St. Petersburg-Clearwater, FL  
**Summary:** by CBSA  
**Year:** 2017  
**Exceptional Events:** Included (if any)  
Statistics in red are above the level of the respective air quality standard

<table>
<thead>
<tr>
<th>CBSA</th>
<th>CO 1-hr 2nd Max</th>
<th>CO 8-hr 2nd Max</th>
<th>NO2 98th %tile</th>
<th>NO2 Ann. Mean</th>
<th>O3 1-hr 2nd Max</th>
<th>O3 8-hr 4th Max</th>
<th>SO2 99th %tile</th>
<th>SO2 24-hr 2nd Max</th>
<th>SO2 Ann. Mean</th>
<th>PM2.5 98th %tile</th>
<th>PM2.5 Wtd. Mean</th>
<th>PM10 24-hr 2nd Max</th>
<th>PM10 Annual Mean</th>
<th>Lead 3-mo Avg</th>
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</thead>
<tbody>
<tr>
<td>Tampa-St. Petersburg-Clearwater, FL</td>
<td>3.2</td>
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<td>29</td>
<td>10</td>
<td>0.09</td>
<td>0.068</td>
<td>15</td>
<td>4</td>
<td>1</td>
<td>22</td>
<td>8</td>
<td>51</td>
<td>20</td>
<td>0.13</td>
</tr>
</tbody>
</table>

Get detailed information about this report, including column descriptions, at https://www.epa.gov/outdoor-air-quality-data/about-air-data-reports#con

AirData reports are produced from a direct query of the AQS Data Mart. The data represent the best and most recent information available to EPA from state agencies. However, some values may be absent due to incomplete reporting, and some values may change due to quality assurance activities. The AQS database is updated by state, local, and tribal organizations who own and submit the data.

Readers are cautioned not to rank order geographic areas based on AirData reports. Air pollution levels measured at a particular monitoring site are not necessarily representative of the air quality for an entire county or urban area.

This report is based on monitor-level summary statistics. Air quality standards for some pollutants (PM2.5 and Pb) allow for combining data from multiple monitors into a site-level summary statistic that can be compared to the standard. In those cases, the site-level statistics may differ from the monitor-level statistics upon which this report is based.

Source: U.S. EPA AirData <https://www.epa.gov/air-data>  
Generated: March 20, 2019
Farmland Protection Policy Act

Background

The National Agricultural Land Study of 1980-81 found that millions of acres of farmland were being converted in the United States each year. The 1981 Congressional report, Compact Cities: Energy-Saving Strategies for the Eighties, identified the need for Congress to implement programs and policies to protect farmland and combat urban sprawl and the waste of energy and resources that accompanies sprawling development.

The Compact Cities report indicated that much of the sprawl was the result of programs funded by the Federal Government. With this in mind, Congress passed the Agriculture and Food Act of 1981 (Public Law 97-98) containing the Farmland Protection Policy Act (FPPA)—Subtitle I of Title XV, Section 1539-1549. The final rules and regulations were published in the Federal Register on June 17, 1994.

Purpose

The FPPA is intended to minimize the impact Federal programs have on the unnecessary and irreversible conversion of farmland to nonagricultural uses. It assures that—to the extent possible—Federal programs are administered to be compatible with state, local units of government, and private programs and policies to protect farmland. Federal agencies are required to develop and review their policies and procedures to implement the FPPA every two years.

The FPPA does not authorize the Federal Government to regulate the use of private or nonfederal land or, in any way, affect the property rights of owners.

For the purpose of FPPA, farmland includes prime farmland, unique farmland, and land of statewide or local importance. Farmland subject to FPPA requirements does not have to be currently used for cropland. It can be forest land, pastureland, cropland, or other land, but not water or urban built-up land.

Projects and Activities

Projects are subject to FPPA requirements if they may irreversibly convert farmland (directly or indirectly) to nonagricultural use and are completed by a Federal agency or with assistance from a Federal agency.

Assistance from a Federal agency includes:

- Acquiring or disposing of land.
- Providing financing or loans.
- Managing property.
- Providing technical assistance

Activities that may be subject to FPPA include:

- State highway construction projects, (through the Federal Highway Administration)
- Airport expansions
- Electric cooperative construction projects
- Railroad construction projects
- Telephone company construction projects
- Reservoir and hydroelectric projects
• Federal agency projects that convert farmland
• Other projects completed with Federal assistance.

Activities not subject to FPPA include:

• Federal permitting and licensing
• Projects planned and completed without the assistance of a Federal agency
• Projects on land already in urban development or used for water storage
• Construction within an existing right-of-way purchased on or before August 4, 1984
• Construction for national defense purposes
• Construction of on-farm structures needed for farm operations
• Surface mining, where restoration to agricultural use is planned
• Construction of new minor secondary structures such as a garage or storage shed.

Farmland Conversion Impact Rating Form

If you represent a Federal agency in a project that has the potential to convert important farmland to non-farm use, please contact your local office of the Natural Resources Conservation Service (NRCS) or USDA Service Center. NRCS uses a land evaluation and site assessment (LESA) system to establish a farmland conversion impact rating score on proposed sites of Federally funded and assisted projects. This score is used as an indicator for the project sponsor to consider alternative sites if the potential adverse impacts on the farmland exceed the recommended allowable level.

The assessment is completed on form AD-1006, Farmland Conversion Impact Rating. The sponsoring agency completes the site assessment portion of the AD-1006, which assesses non-soil related criteria such as the potential for impact on the local agricultural economy. If the land is converted to non-farm use and compatibility with existing agricultural use. Agencies can obtain form AD-1006 from NRCS or on the Web:

These documents require Adobe Acrobat.

2. FPPA Rule, 7 CFR 658
3. Farmland Conversion Impact Rating (Form AD-1006)
4. Farmland Conversion Impact Rating, Corridors (Form NRCS-CPA-106)
5. Evaluating Implementation of the Farmland Protection Act (FPPA) Annual Report (for NRCS use only), NRCS-CPA-2

These documents require MS Word.

1. Fiscal Year 2006 Annual Report
2. Fiscal Year 2007 Annual Report
3. Fiscal Year 2008 Annual Report

Program Contact

Paul Benedict, National FPPA Manager, 202-720-1824
**MyEnvironment**

**MyWater**
Is my drinking water clean? Is my local lake safe for fishing? Find the answers in MyWater.

**MyMaps**
View maps of facilities and sites regulated by EPA.

**MyAir**
The AQI is an index for reporting daily air quality. It tells you how clean or polluted your air is, and what associated health effects might be a concern for you. [Read more about air quality](#).

**MyWater**
The Assessment Total Maximum Daily Load (TMDL) Tracking and Implementation System (ATTAINS) provides information reported by the states to EPA about the conditions in their surface waters. This information is required every two years under Clean Water Act Sections 305(b) and 303(d). [Read more about water quality](#).

**Server Error in '/MyEM' Application.**

The resource cannot be found.

Description: HTTP 404. The resource you are looking for (or one of its dependencies) could not be found. This could be because the resource has been moved to another location, has been removed, or is temporarily unavailable. Please review the following URL and make sure that it is spelled correctly.

Requested URL: /myenv/menvmap/processTMDL.aspx

**MyEnergy**
The State Energy Data System (SEDS) is the U.S. Energy Information Administration’s (EIA) source for comprehensive State energy statistics. Included are estimates of energy production, consumption, prices, and expenditures broken down by energy source and sector.

**MyHealth**
Toxic air pollutants, or air toxics, are those pollutants known or suspected of causing cancer or other serious health problems, such as birth defects. Not all air pollutants are considered - please visit the NATA Web site for more information on the 2011 NATA data.

**MyClimate**
In response to the FY2009 Consolidated Appropriations Act (H.R. 2764, Public Law 110–161), EPA launched the Greenhouse Gas Reporting Program (GHGRP). The program requires annual reporting of greenhouse gas (GHG) data and other relevant information from large direct emissions sources and suppliers of certain fossil fuels and industrial gases in the United States. [Read More](#)
MyEnvironment | US Environmental Protection Agency

Select a Year: 2014
State Data | Comparisons

No data for the area.
Data Source: USEPA

2014 Cancer Risk Estimates (Inhalation)
Tract: 12081010101, Manatee County, FL
More info at:

Total Risk Per Million: 28
Source Category Breakdown of Risk
- Point
- Non-point
- On-road
- Non-road
- Background
- Secondary

Pollutant Contributions to Risk
- Pollutant
- Percentage

Formaldehyde Risk: 11.40
Benzene Risk: 8.01
Acetaldehyde Risk: 7.76
Naphthalene Risk: 2.61

Data reported to EPA as of 08/19/2018

Greenhouse Gas Emissions by Sector
(Metric Tons of CO2e)
Florida - Manatee County

Sectors
- Petroleum and Natural Gas Systems
- Other
- Waste
- Power Plants

More Energy

MyLand
The National Priorities List (NPL) is the list of national priorities among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States and its territories. Read more about the NPL.

There are no Proposed, Final or Deleted NPL Sites in this area.

More Land

MyCommunity
Community Resources - find key resources to address local environmental challenges.

Give a shout out! Tell us what's happening that's good for the environment in your area, and we'll post it here!

There are currently no shout outs in this area. Be the first to create a shout out.

More Community

MyEnvironmental Reports
The Environmental Reports site helps people understand environmental conditions in their community. Many communities and states have analyzed environmental conditions near them and have packaged them into reports.

- Quality of Life Progress Report for Jacksonville and Northeast Florida
- Cheddite Coastal National Estuary Program - Technical Report 06-1
- Water Data Central - State of the Environment

More Environmental Reports
Phase I
Environmental Site Assessment

Proposed Washington Park Site
a/k/a Genesis Project
Palmetto, Manatee County, Florida

Parcel ID Nos. 2310800004, 2310600008,
2310200007 and 2519600007

March 2014

Prepared for:

Sarasota/Manatee Metropolitan Planning Organization
7632 15th Street East
Sarasota, FL 34243-3248

Prepared by:

Cardno TBE
380 Park Place Boulevard, Suite 300
Clearwater, Florida 33759
727-531-3505
1. Executive Summary

Cardno TBE has completed a Phase I Environmental Site Assessment of the property identified the Proposed Washington Park Property in Palmetto, Manatee County, Florida (Parcel ID Nos. 2310800004, 2310600008, 2310200007 and 2519600007). The study area is herein referred to as "the subject site/property" or "the site." The site consists of approximately 81.5 acres of land with a current recorded land use of County-owned vacant land, with the north parcel also identified as a lift station location.

This assessment was performed to satisfy the requirements of the Client (the Sarasota-Manatee MPO) and their assign (Manatee County) with respect to potential environmental impairment and liabilities associated with the property due to contamination by hazardous substances, controlled substances or petroleum products on or near the site. This report meets the general requirements for conducting all appropriate inquiry into the previous ownership, uses, and environmental conditions of a property, as specified in 40 CFR Part 312, Standards and Practices for All Appropriate Inquiries. Furthermore, this work was conducted by or under the responsible charge of an environmental professional as defined in 40 CFR §312.10.

Finding: This assessment has identified recognized environmental conditions (RECs) at the subject property as defined by ASTM Standard Practice E1527-05 due to the historical on-site borrow pit, observed on-site debris, and adjacent railroad.

Opinion: The borrow pit is being identified as an REC due the potential for impacts associated with heavy equipment used during excavation and potential fill material from off-site sources during excavation. Some of the on-site debris is indicative of illicit dumping, which offers the potential for various surface impacts. The former railroad is being identified as an REC due to the potential for on-site impacts related to historical pesticide and herbicide use (that may have contained petroleum constituents) and metals.

Recommendation: Based on the findings of this investigation, additional assessment appears warranted if the Client wishes to determine if the identified RECs have impacted the subject site.

In addition, given the extensive history of adjacent properties being utilized for residential purposes, any type of illicit dumping, mis-handling or previous storage of hazardous materials and/or petroleum products would not have been recorded. As such, any deleterious materials and/or tanks encountered as part of future excavation of this property will need to be addressed at that time.
Phase II Environmental Site Assessment

Conducted Under
EPA Cooperative Agreement No. BF-95481811-0

Washington Park Site
Palmetto, Manatee County, Florida
Parcel ID Nos. 2310800004, 2310600008,
2310200007, and 2519600007

prepared for:

Sarasota/Manatee Metropolitan Planning Organization
7632 15th Street East
Sarasota, FL 34243-3248

prepared by:

Cardno TBE
Shaping the Future
380 Park Place Boulevard, Suite 300
Clearwater, FL 33759
Project No. 00022-959-00
June 2014

This Client/Grantee received funding from the EPA for this project.
1.0 EXECUTIVE SUMMARY

Cardno TBE has completed a Phase II Environmental Site Assessment of the property identified as the Washington Park Site located in, Palmetto, Manatee County, Florida (Parcel ID Nos. 2310800004, 2310600008, 2310200007, and 2519600007). The Site consists of approximately 81.5 acres of land with a current recorded land use of County-owned vacant land. A USGS vicinity map for the site is provided on Figure 1 and the approximate site boundaries are depicted on Figure 2.

This assessment was prepared in general accordance with the American Society of Testing and Materials (ASTM) Standard Practices for Environmental Site Assessments: Phase II ESA Process (ASTM Designation: E1903-11). The purpose of this assessment was to evaluate the recognized environmental conditions (RECs) identified in the Phase I ESA, completed by Cardno TBE in March 2014 for the purpose of providing sufficient information regarding the nature and extent of contamination (if present). This information can be used to assist in making informed business decisions about the property; and where applicable, provide the level of knowledge necessary to satisfy the innocent purchaser defense under CERCLA.

The Phase I ESA identified the following recognized environmental conditions (RECs) at the subject property as defined by ASTM Standard Practice E1527-05:

- The subject site has documented on-site borrow pit activity. There is a potential for impacts associated with heavy equipment used for excavation and potential fill material from off-site sources during excavation.
- The subject site is located adjacent to a railroad; therefore, there is the potential for on-site impacts related to historical pesticide and herbicide use (that may have petroleum constituents) and metals.

Please note: this is a cursory summary of the Phase I ESA findings. The full report must be read in its entirety for a comprehensive understanding of these conclusions.

Phase II Scope Summary:

- Conduct limited test pit excavations to determine the general characteristic of on-site fill material with organic vapor analyzer (OVA) screening.
- Installation of eight soil borings within areas of concern based on site and test pit observations with OVA screening.
- Installation of four groundwater monitor wells based on the Phase I ESA findings, test pit and soil boring observations.
- Collection of soil and groundwater samples for laboratory analysis of petroleum hydrocarbons, low-level polycyclic aromatic hydrocarbons (PAHs), and 8 RCRA metals.
**Phase II ESA Results:**

- The test pit excavation activities identified plastic, metal, glass, brick, and/or concrete debris at all locations. Debris was observed from approximately 2 feet below land surface (bzs) to depths of 8 feet bzs in all borings installed along the southern portion of the property. No debris was encountered at the boring installed near the northwest corner of the site.

- Laboratory analysis of 10 soil samples collected at interval depths from five boring locations revealed limited soil impacts above residential direct-exposure Soil Cleanup Target Levels (SCTLs) for arsenic in six soil samples and benzo(a)pyrene in one soil sample. These impacts above residential direct-exposure SCTLs are vertically delineated in all but one sample location. The concentration of benzene was also detected above leachability SCTLs in three soil samples.

- Laboratory analysis of shallow groundwater samples collected from four temporary wells installed on-site revealed Groundwater Cleanup Target Level (GCTL) exceedances in samples collected from TMW-3 and TMW-4. The concentration of arsenic exceeded the GCTL in TMW-3 and the concentration of dibenz(a,h)anthracene exceeded the GCTL in TMW-4.

**Recommendations:**

- Additional soil and groundwater assessment is recommended to delineate the extent of identified GCTL and SCTL exceedances.

- A deed restriction on groundwater use is recommended due to the identified GCTL exceedances.

- If the property is not being considered for residential land use, no additional assessment appears warranted; however, institutional and/or engineering controls on the property may be required.
2017 Aerials

Sewer
- County Cleanout, Sewer
- County Structure, Sewer <1.5k
  - Pumping Station
  - Lift Station
  - Master Lift Station
  - Treatment Plant
- County Manhole, Sewer
- County Force Main, Sewer <1.5k
- County Gravity Main, Sewer <1.5k
- County Lateral Line, Sewer
- County Structure, Sewer >1.9k
  - Pumping Station
  - Lift Station
  - Master Lift Station
  - Treatment Plant
- County Force Main, Sewer >1.9k
- County Gravity Main, Sewer >1.9k
- Private Cleanout, Sewer

This map was developed by the Manatee County Geographic Information Systems division. It is provided for general reference, is subject to change and is not warranted for any particular use or purpose. Errors from non-coincidence of features from different sources may be present.

Printed on 3/20/2019 10:20:40 AM
ATTACHMENT B

Florida Clearing House Declarations/Clearances
Your package has been delivered.

Delivery Date: Monday, 02/11/2019
Delivery Time: 03:53 PM

At the request of MANATEE CNTY-MAIL DISTRIBUTION this notice alerts you that the status of the shipment listed below has changed.

Shipment Detail

Tracking Number: 1Z09X5R02496793983
Ship To: Miccosukee Tribe of Indians
          68 HC 61
          OCHOPEE, FL 34141
          US
UPS Service: UPS NEXT DAY AIR
Number of Packages: 1
Package Weight: 0.0 LBS
Delivery Location: RESIDENTIAL
Signed by: DAYHOFF
February 8, 2019

Mr. Fred Dayhoff, Historical Preservation Officer
Miccosukee Tribe of Indians
HC61 SR68 Old Loop Road
Ochopee, FL 34141

Re: Manatee County Government – Washington Park Project Project
HUD Environmental Assessment

Mr. Dayhoff:

Enclosed, please find a location map for the proposed Washington Gardens Park, located off of 8th Avenue East
Palmetto, Manatee County, Florida and a Historical/Archaeological Overlay Map of Manatee County for your
review and comment, and relates to a Community Development Block Grant Program (CDBG) project to be
undertaken by Manatee County, Florida (Section 12, Township 34 South, Range 17 East).
Because this project is being funded with federal CDBG funds from the Department of Housing and Urban
Development (HUD), an environmental assessment (EA) is required, as stated in 24 CFR Part 58. Your response
to this proposed project will be used as part of the EA, which will be submitted to HUD for approval.

The park will be developed on an 11.7 +/- acre site and will include a grass field, playground, restrooms, pavilions,
shell trails, parking, and retention ponds. I have included a section of the Phase 1 Environmental Assessment
that addresses historical resources. This section includes the wetlands portion of the site, and covers 88 acres.
Historically, this site was used as a borrow pit and landfill for road construction debris associated with the
construction of US 41 and US 19.

Your early review and comments will be greatly appreciated. The draft EA is scheduled to be completed and
submitted to HUD on or after Monday, March 11, 2019. Unless comments are received by 5 pm on Wednesday,
March 6, 2019, I will assume that your agency has no objection to this project.

If you have any questions or need additional information, please call me at (941) 748-4501, ext. 6858 or by email
at bill.oshea@mymanatee.org. Thank you in advance for your prompt attention to this matter.

Sincerely,

Bill O'Shea, Community Development Project Manager
Redevelopment and Economic Opportunity Department

WCO:hs

enclosures
Other listed facilities in the agency search are not being discussed in this report, as they represent a de minimis environmental concern due to distance, anticipated direction of groundwater flow and/or anticipated risk of contamination.

5.2 Additional Environmental Record Sources

5.2.1 Sanborn Fire Insurance Maps
Sanborn Fire Insurance Maps have been produced since the late 1800's to provide information relative to fire hazards on insurable property. These maps often indicate locations of underground and aboveground gasoline tanks, storage facilities for flammable chemicals, such as dry cleaners, paint shops, maintenance and garage facilities, as well as historical information on occupants of buildings, unavailable through other sources. Production of these maps typically was limited to the immediate vicinity of downtown urban areas. EDR purchased the Sanborn Company and has access to all available Sanborn maps. EDR performed a search of its archive and indicated that no Sanborn maps were produced for the vicinity of the subject. As such, no review was possible (not considered a significant data gap).

5.2.3 Historical City Directory Review
R.L. Polk directories and/or Hill-Donnelly Cross Reference directories are referenced for study areas which help identify changes in land use based on the type of businesses that occupied the subject site and surrounding area. Results are discussed in Sections 5.4 and 5.5 of this report.

5.2.4 Historic Preservation/Critical Habitat/Wetland Inventory Research
While not typically a part of agency records review during performance of a Phase I ESA; Cardno TBE personnel performed a cursory review of the following readily-available sources to obtain information regarding historic properties and endangered species habitats in an attempt to ensure that on-site assessment activity would not adversely impact a historical property or structure; or jeopardize the continued existence of any listed species or modify designated critical habitats in accordance with the General Federal Requirements typically identified in Brownfield Assessment Grant Terms and Conditions.

- National Registration of Historic Places database maintained by the National Park Service to determine if the subject or any adjacent properties contained a registered structure. A listing is strictly a governmental acknowledgment of a historic district, site, building or property. However, the Register is mostly "an honorary status with some federal financial incentives."

- US Fish and Wildlife Service Critical Habitat Portal database

- US Fish and Wildlife Service National Wetlands Inventory database

A review of the automated search of the most current readily-available information indicated that neither the subject nor any contiguous adjacent sites were listed in the most recent National Register of Historic Places for Manatee County, Florida. However, the entire subject site was depicted as freshwater forested/shrub or freshwater emergent.
wetlands. The Critical Habitat and National Wetlands Inventory Maps depicting the vicinity of the subject site are included as Appendix C.

Please note; information regarding critical habitats and wetlands is being provided for informational purposes only, and does not constitute a formal survey of either feature.

5.3 Physical Setting Source(s)

Hydrogeological resources were examined to identify the probable direction of surface water and shallow groundwater flow at the site. The USGS Palmetto, Florida 7.5-minute series topographic map produced in 1987 was reviewed. The map shows the site being located at an elevation of approximately 19 feet above mean sea level. Based on map topography contours, shallow groundwater flow within the general vicinity of the subject site is anticipated to be generally toward the north.

The USGS Topographic Map is included as Figure 1. No structures are depicted within the boundaries of the subject property. Areas of excavation are depicted on the map within the southwest quadrant; consistent with historical aerial photos and the known historical use of the property as a borrow pit. The railroad track is depicted along the west boundary of the subject site.

According to the US Department of Agriculture Natural Resources Conservation Service inquiry, the site is geologically situated in an area comprised primarily of EauGallie and Bradenton fine sands.

- The EauGallie series consists of very deep, very poorly or poorly drained, slowly permeable soils in flats, sloughs and depressional areas in the Southern Florida Flatwoods. They formed in sandy and loamy marine sediments in Peninsula Florida.
- The Bradenton series consists of very deep, poorly drained, moderately permeable soils on low ridges and on flood plains. They formed in loamy marine sediments influenced by calcareous material.

A copy of the soil survey inquiry results obtained via the web-based USDA National Resources Conservation Survey is included as Appendix D.

5.4 Historical Use Information (Property & Vicinity)

The objective of consulting historical sources is to determine the likelihood of past uses having led to recognized environmental conditions in connection with the property. Historical use information describing the subject property was obtained from a variety of sources (as previously discussed), and are summarized below.

<table>
<thead>
<tr>
<th>Historical Directory Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addresses</td>
</tr>
<tr>
<td>Year &amp; Listing</td>
</tr>
<tr>
<td>No subject site address</td>
</tr>
</tbody>
</table>
| Only residential listings were identified for the general vicinity in available historical directories dated 1960 to 2011.
Aerial Photograph Review Results:

1951
See Figures 4a
- The subject site appears undeveloped/vacant land.
- The general vicinity appears to be primarily undeveloped with potential agricultural land uses throughout (no citrus groves).
- The adjacent railroad to the west is visible.

1957
- Residential development is visible west and south of the subject site.
- A drive-in theater is visible west of the subject site (other side of railroad).
- No other significant changes from the previous aerial photo were noted.

1973, 1980
- Land movement/potential excavation is visible within the southeast quadrant of the subject site and the US Highway 41 overpass is visible generally southwest of the subject site (consistent is the reported use of the subject site being used as a borrow pit as part of the highway construction project).
- Additional residential development is visible east of the subject site.
- No other significant changes from the previous aerial photo were noted.

1991
- Evidence of the borrow pit/scarred land within the southeast quadrant of the subject site remains visible.
ATTACHMENT C

MCG Comprehensive Planning Maps
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT FUNDING AGREEMENT
FOR PUBLIC SERVICES
BETWEEN
MANATEE COUNTY AND
MANATEE TECHNICAL COLLEGE – SCHOOL DISTRICT OF MANATEE COUNTY
FOR THE MTC WORKFORCE EDUCATION PROGRAM

This Community Block Grant Subrecipient Funding Agreement for Public Services ("Agreement") is made and entered into as of this 15th day of March, 2019, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as "County" or "Grantee" or "Recipient"), and Manatee Technical College – School District of Manatee County, a political subdivision of the State of Florida (hereinafter referred to as "Subrecipient").

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at-risk residents of Manatee County, Florida, to promote the general health, safety and welfare; and

WHEREAS, the Subrecipient is a not for profit corporation organized under the laws of the State of Florida for the purpose of providing social support services to disadvantaged or at-risk residents of Manatee County, Florida; and

WHEREAS, the County is the recipient of Community Development Block Grant B-18-UC-12-0018 (hereinafter "the Grant") and the Catalog of Federal Domestic Assistance (CFDA) number for these funds is 14.218; and

WHEREAS, the County desires to use a portion of the Grant for the improvement of the social and economic welfare of its citizens through the provision of projects and services to benefit low and moderate-income clients; and

WHEREAS, the County, as Grantee, by Resolution No. R-18-114 has identified Subrecipient’s Program and approved funding for the implementation of the goals as required by the Grant; and

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Subrecipient to provide funding for the "Program" of services, as further defined herein, to be provided by the Subrecipient to residents of Manatee County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:
1. **Projects and Services; Relationship:** Subrecipient shall perform or provide or cause to be performed or provided the projects and services described in Exhibit A (the “Program”) in accordance with this Agreement and the provisions of all exhibits and attachments included as a part of this Agreement. In the performance of this Agreement, Subrecipient shall be considered a grantee and shall have no status as an agent or employee of Grantee. The Grantee shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Subrecipient in connection with the Program or for debts or claims accruing to such parties. Subrecipient shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

2. **Payments by Grantee:** Grantee shall provide payments to Subrecipient in an amount not to exceed Thirty-Nine Thousand Seven Hundred Fifty and 00/100 Dollars ($39,750.00), as provided in Exhibit B. Grantee shall have no obligation to pay Subrecipient any sum of money in excess of the funds received from the Grant for making payments under this Agreement. If the Grantee is required to repay any funds paid under this Agreement, Subrecipient shall repay the funds to or reimburse Grantee if Grantee has repaid such funds.

3. **Time for Performance:** Subrecipient shall provide the Program of services provided for in this Agreement from March 1, 2019 through June 30, 2020.

4. **General Conditions and Additional CDBG Requirements:** Subrecipient’s performance of this Agreement shall comply with the applicable general conditions provided in Exhibit D and the additional Community Development Block Grant requirements outlined in Exhibit E. Grantee has attempted to identify all applicable Grant requirements and will continue to provide technical support to Subrecipient to assist Subrecipient’s compliance with the Grant requirements. In the event there is a conflict between any provision of this Agreement, including the general conditions, and any Grant requirement, Subrecipient shall comply with the Grant requirement. Nothing provided herein shall relieve Subrecipient from its obligation to meet any of the Grant requirements and of the obligation to become informed and knowledgeable of such requirements.

5. **Indemnity:** Subrecipient shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Subrecipient or its employees, or of the subcontractors or its employees, if any. Subrecipient shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Subrecipient shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Subrecipient, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of Subrecipient’s performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Subrecipient at the above
listed address. Upon receipt of notice, Subrecipient, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Subrecipient attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

6. Insurance Without limiting any of the other obligations or liabilities of the Subrecipient, the Subrecipient shall, at the Subrecipient's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type as set forth in Exhibit F (subrecipient to attach certificate(s) of insurance). Subrecipient shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include:

A. Commercial General Liability in an amount not less than $1,000,000 per occurrence and in the aggregate; and

Until such time as the insurance is no longer required, the Subrecipient shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Subrecipient shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. County shall be under no obligation to pay agency for any services provided or for any costs associated with Subrecipient's Program for any period of time not covered by the insured required under this Agreement.

Subrecipient shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Subrecipient shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's representative.

7. Representatives: Grantee's representative shall be the Director of County's Redevelopment and Economic Opportunity Department or such other employee as may be designated in writing by the County Administrator, who is authorized to administer this Agreement and designate such additional employees as may be required to monitor Subrecipient's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. County's representative shall have such other authority as may be provided for in Exhibit D. Disputes over any provision not satisfactorily resolved with County's representative shall be referred to the County Administrator or his designee. Within thirty (30) days from the date of execution of this Agreement by both parties, Subrecipient shall provide the County with a list of representatives authorized to act on behalf of Subrecipient. The list of authorized representatives shall be approved by the Subrecipient's Board of Directors.
8. **Suspension or Termination:** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with 24 CFR 570.503, Grantee may suspend or terminate this Agreement in whole or in part if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referenced herein, and Grantee may declare the Subrecipient ineligible for any further participation in Grantee’s contracts, in addition to other remedies provided by law. In the event Grantee has probable cause to believe Subrecipient is not in compliance with any applicable rules, regulations, or provisions of this Agreement, Grantee may withhold payment of any funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance. In the event Subrecipient fails to perform within the times provided in Exhibit C, or otherwise fails to comply with this Agreement, and correction is not made within twenty-one (21) days of written notice from Grantee’s representative to Subrecipient to cure such failure or default, Grantee may terminate this Agreement. All funds disbursed under this Agreement shall be returned to Grantee by Subrecipient within thirty (30) days of termination.

Upon expiration or termination of this Agreement for any reason, the Subrecipient shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Subrecipient’s final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

9. **Duration: Obligations Subject to Receipt of Grant Funds:**

A. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for the period commencing on February 1, 2019 and ending on June 30, 2020. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Subrecipient in accordance with all requirements and terms of this Agreement.

B. This Agreement may, at the discretion of Manatee County, be renewed or extended by written amendment.

C. The obligation of the County to pay the amounts provided for in Exhibit B is subject to and conditioned upon the continued receipt of funds pursuant to the Grant.
10. **Notices:** All notices or written communications required or permitted herein shall be deemed to have been given when received if hand-delivered, or when deposited in the U.S. mail, postage paid, and addressed as follows:

<table>
<thead>
<tr>
<th>If mailed to Subrecipient:</th>
<th>Director</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Manatee Technical College –</td>
</tr>
<tr>
<td></td>
<td>School Board of Manatee County</td>
</tr>
<tr>
<td></td>
<td>6305 State Road 70 East</td>
</tr>
<tr>
<td></td>
<td>Bradenton, FL 34203</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If by hand-delivery to Subrecipient:</th>
<th>Director</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td>Bradenton, FL 34203</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If mailed to Grantee:</th>
<th>Director</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Manatee County Redevelopment and Economic Opportunity Department</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 1000</td>
</tr>
<tr>
<td></td>
<td>Bradenton, Florida 34206</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If by hand-delivery to Grantee:</th>
<th>Director</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Manatee County Administration Building</td>
</tr>
<tr>
<td></td>
<td>Redevelopment and Economic Opportunity Department</td>
</tr>
<tr>
<td></td>
<td>1112 Manatee Avenue West, 3rd Floor</td>
</tr>
<tr>
<td></td>
<td>Bradenton, Florida 34205</td>
</tr>
</tbody>
</table>

Notice of termination or withholding payment shall be served by certified or registered mail, return receipt requested, or by hand-delivery. Either party may provide written notice to the other party of a change of address for delivery of notices, which will take effect upon receipt.

11. **Assignability:** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee.

12. **Amendments:** This Agreement, along with all exhibits and attachments which are hereby incorporated as a part of this Agreement, may not be modified, amended, or extended orally. This Agreement may be amended only by written agreement executed by the governing boards of both parties, except that Grantee representative may approve adjustments between line item amounts provided in Exhibit B and the schedule provided in Exhibit C that do not change the Program, exceed the amount funded by the Grantee, or extend the ultimate completion date.

13. **Severability:** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs here, but shall be confined solely to the paragraph involved in such decision.
14. **Headings:** All articles and descriptive headings of paragraphs in this Agreement and its exhibits and attachments are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

15. **Authority to Execute:** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement, and that the execution of this Agreement has been authorized by the parties' authorized representative.

16. **Catastrophic Events:** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

17. **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Subrecipient and any providers of promotional, advertising or other services, or goods, purchased by the Subrecipient. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, Subrecipient, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

18. **Construction:** This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

19. **Waivers:** Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

20. **Governing Law; Venue:** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

21. **Remedies:** Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.
22. **Attorney’s Fees and Costs**: Each party hereto shall be solely responsible for paying its attorney’s fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation rising under this Agreement.

23. **Effective Date**: This Agreement shall take effect as of the date set forth above.

[signature page to follow]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES:
Sign Name: Kelly Collins
Print Name: Kelly Collins
Sign Name: Gina Croston
Print Name: Gina Croston

SUBRECIPIENT
By: [Signature]
Print Name: Cynthia Saunders,
Superintendent
DUNS #: 100012962
Email: viandsv@manateeschools.net

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: Geraldine C. Lopez, Director,
Redevelopment and Economic Opportunity Department (per Resolution R-18-114)

Date of Execution: 3/1/19

Approved as to Form:

General Counsel
EXHIBIT A

SUBRECIPIENT’S PROGRAM

1. Subrecipient (MTC) will provide Workforce Education (choice given to Client) to income qualified individuals that reside in Manatee County, with preference given to those residents living in a R/ECAP.

2. For the purposes of this Agreement, Manatee Technical College will administer a Workforce Education Program providing recruitment, retention and remediation services to clients, including but not limited to instruction/remediation to bring Clients up to the minimum educational requirements for the trade of choice, assistance in obtaining financial assistance, bus passes for those students in need of transportation, student tuition, fees, supplies and books for those expenses that are not covered by financial assistance, and job placement services, subject to the availability of grant funds. MTC shall be responsible for general supply, administrative and staff costs.

3. Subrecipient shall provide Program at Manatee Technical College in Bradenton, Florida. Service hours may vary based on site location and Subrecipient determination.

4. Subrecipient shall ensure that an unbiased environment is maintained throughout the term of this agreement.

5. OUTCOME MEASUREMENTS:
   a. Subrecipient will monitor and measure the following outcome and report quarterly:
      i. 25 clients will be recruited to be students with emphasis on income qualified individuals that reside in a R/ECAP.
      ii. 22 of the 25 clients will be retained in the program of their choice and will achieve completion of an occupational completion point, program, or certification.

6. Subrecipient shall ensure the provision of an adequate facility for the administration of program services to participants. The facility must allow for accessibility and accommodation of participants, including individuals of the special needs population. Subrecipient shall ensure the provision of a full-time office, operative during regular business hours and the availability of services for special needs population.

7. Subrecipient shall provide a reasonable accommodation to participants who may encounter language and/or communication barriers (i.e., language interpreters, assistance to the hearing impaired, etc.).
EXHIBIT B

PAYMENTS

1. County shall pay a maximum of Thirty-Nine Thousand Seven Hundred Fifty and 00/100 Dollars ($39,750.00) to the Subrecipient for the Workforce Education Program. Subrecipient shall accept that amount toward the cost of implementing the Workforce Education Program, as described in Exhibit A.

2. Subrecipient shall be responsible for covering the administrative costs for the program.

3. Subrecipient shall provide a request for payment by the 15th of the month which shall include:

   a. A completed Request for Payment form (Attachment B1).

   b. A summary detailing the support documentation of the payment request.

   c. An invoice on agency letterhead summarizing the payment request.

4. An estimated Final Payment Request will be due during the first week in September of each year. The required documentation of those expenses does not have to be provided to the County at such time. Within fifteen (15) calendar days of the end of the program year, the Subrecipient shall render all actual final expenses and required documentation of said expenses. County shall not be responsible for the payment of any charges, claims, or demands of the Subrecipient not received within said fifteen (15) day period.

5. County shall have no obligation to pay Subrecipient any sum in excess of the Funds received for making payments under this Agreement. If County is required to repay any Funds paid under this Agreement, Subrecipient shall repay the Funds or reimburse County if County has repaid the Funds.

6. As services under this Agreement are performed under a unit cost basis, documentation for payment, cost-reimbursement or indirect costs are not applicable.

7. The County may disapprove requests for payment which are not consistent with the terms of this Agreement.
Attachment B1

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
COMMUNITY DEVELOPMENT BLOCK GRANT
REQUEST FOR PAYMENT

SUBRECIPIENT: Manatee Technical College – School Board of Manatee County

PROJECT/PROGRAM NAME: Workforce Education Program

PAYMENT REQUEST FOR MONTH OF:

SECTION 1: REQUEST FOR PAYMENT

<table>
<thead>
<tr>
<th>REQUEST THIS PERIOD</th>
<th>TOTAL FUNDING</th>
<th>REQUESTED YEAR-TO-DATE</th>
<th>BALANCE OF FUNDS</th>
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<tbody>
<tr>
<td>$</td>
<td>$39,750.00</td>
<td>$</td>
<td>$</td>
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SECTION 2: CLIENT SERVICES

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<tr>
<th>UNIT COST</th>
<th>UNIT CONTRACT TOTAL</th>
<th>Y-T-D TOTAL PRIOR</th>
<th>TOTAL THIS PERIOD</th>
<th>TOTAL Y-T-D</th>
<th>% OF PLAN ACHIEVED</th>
<th>% OF TIME ELAPSED</th>
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<tr>
<td>Recruitment/Retention/Remediation Services $21/hr.</td>
<td>$28,896.00</td>
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<tr>
<td>Bus Passes (approx. 20 students)</td>
<td>$4,400.00</td>
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<td></td>
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<tr>
<td>Supplies, Textbooks, Tuition and Fees</td>
<td>$5,929.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel ($4.5 cents/ml. max.)</td>
<td>$525.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: SUPPORTING DOCUMENTATION

Attach:
1. Invoice on agency letterhead for the payment request.
2. Summary of support documentation for the payment amount being requested.

PREPARED BY: ___________________________________________________________________________
DATE: ______________________________________________________________________________

I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: __________________________________________________________________
DATE: ______________________________________________________________________________

Please Make Check Payable to: ____________________________________________________________

Please Submit to: ______________________________________________________________________

DO NOT WRITE BELOW THIS LINE

CDBG CONTRACT MANAGER: ___________________________________________ DATE: ____________
EXHIBIT C

TIME FOR PERFORMANCE

1. Progress in implementation of services under this Agreement shall be measured against the following levels of accomplishments:

   a. Subrecipient will use the grant to provide a Workforce Education Program, as described in Exhibit A, to income eligible residents of Manatee County with preference given to those residents living in a R/ECAP, over the period of March 1, 2019 to June 30, 2020.

   b. It is anticipated that the Subrecipient will serve approximately 25 persons over the agreement period.

2. County’s contract representative may accept variances in the level of service and shall be responsible for advising Subrecipient if it appears that Subrecipient is not in substantial compliance with this Agreement or if at any time Subrecipient has failed any requirement placed on County related to the funds.

3. Subrecipient will complete and submit Monthly Progress Reports (Attachment C1) to the County by the 15th of each month. These progress reports will be in the format required by the County that will include a comparison of the actual number of clients served versus the proposed number of clients served for the preceding month. The report also identifies any obstacles encountered and the efforts made to overcome identified obstacles.

4. Subrecipient will complete and submit Quarterly Demographic Reports (Attachment C2) to the County. The Reports will be in the format required by the County and will report the necessary data as required in “Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs”, published in the Federal Register on March 7, 2006. The County is beginning to track clients that reside in one of the R/ECAPS, as reflected in the demographic report. Please refer to the map toward the end of the agreement for the R/ECAPs and their census tracts.

5. Subrecipient will complete and submit Quarterly Results First Report (Attachment C3) to the County. The Subrecipient shall track and report program outcome results, as identified in Exhibit A, item 4, for the clients served during the quarter.
Attachment C1

MANATEE COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT
Monthly Progress Report

Report for Month of: _____________, 20__

The following questions should be answered to the best of your ability and in the order listed. Each question should be used as headings for your answers.

1. List the original number of people/households served or benchmarks for this program and describe the extent to which they were achieved for each activity (found in the Agreement) during this reporting period.

2. Please indicate the number of households reported in question 1 that reside in the R/ECAP area.

3. Do you feel the program is on track to meet the scope of services contracted with the County? Please describe.

4. Describe any obstacles or challenges met in conducting your recruitment process.

5. Describe any obstacles or challenges met in conducting your remediation process.

6. Describe any obstacles or challenges met in conducting your instructional process.

7. Describe any obstacles or challenges met in issuing and utilizing the bus passes as referenced in the agreement.

8. What have you done to attempt to overcome any obstacles/challenges?

9. Describe any apparent gaps in service you have encountered in implementing your program, if any.

10. Describe the efforts being made to make potential clients aware of your program. (Please attach any printed materials relating to the program, such as press releases or news articles, etc.)
MANATEE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
Quarterly Demographic Report

Subrecipient __________________________

Program ______________________________

Date ________________________________

Contact Person ________________________ Phone __________________________

Certification by MTC Director: I certify that to the best of my knowledge and belief this report is correct, complete, and accurately reflects the current status of this approved CDBG project.

Name ________________________________ Title ________________________________

Signature ______________________________ Date ________________________________

Quarterly Demographic Report Due Dates

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Reporting Period</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>10/1 - 12/30</td>
<td>January 15th</td>
</tr>
<tr>
<td>2nd</td>
<td>1/1 - 3/31</td>
<td>April 15th</td>
</tr>
<tr>
<td>3rd</td>
<td>4/1 - 6/30</td>
<td>July 15th</td>
</tr>
<tr>
<td>4th</td>
<td>7/1 - 9/30</td>
<td>October 15th</td>
</tr>
</tbody>
</table>

Reviewed By __________________________ Date ________________________________

(County Staff)

Reporting Date __________________________
PROGRAM INFORMATION SUMMARY REPORT

<table>
<thead>
<tr>
<th>Total persons/households served year-to-date</th>
<th>Annual goal</th>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1. Total</td>
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</tr>
</tbody>
</table>

Racial & Ethnicity Data

<table>
<thead>
<tr>
<th>Hispanic</th>
<th>Non-Hispanic</th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African American</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian or Other Pacific Islander</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African American &amp; White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; Black/African American</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Multi-Racial</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Income Data

<table>
<thead>
<tr>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low Income (0-30% AMI)</td>
<td></td>
</tr>
<tr>
<td>Very Low Income (31-50% AMI)</td>
<td></td>
</tr>
<tr>
<td>Low Income (51-80% AMI)</td>
<td></td>
</tr>
<tr>
<td>3. Total</td>
<td></td>
</tr>
</tbody>
</table>

Other Demographic Data

<table>
<thead>
<tr>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Female Headed-Households</td>
<td></td>
</tr>
<tr>
<td>Disabled/Special Needs</td>
<td></td>
</tr>
<tr>
<td>R/ECAP Clients</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

********Totals for lines 1, 2, and 3 must match.********
FINANCIAL INFORMATION SUMMARY REPORT

FINANCIAL:

Total amount of CDBG funds awarded for this fiscal year. $___________

Total amount of CDBG funds expended this Quarter. $___________

Total amount of CDBG funds expended in previous quarter(s). $___________

Remaining CDBG funds. $___________

OTHER FUNDS: (other funds used in CDBG project - whether federal, state, local or private)

Total amount of other funds this Quarter $___________ Year-to-date $_________________
# Results First Quarterly Report

**Subrecipient Name:**

**Project Name:**

**Agency Contact:** Phone #

**Email Address:**

<table>
<thead>
<tr>
<th>Target Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Target Statement:</strong></td>
</tr>
<tr>
<td>Of the ____ clients anticipated to be served by the program during the fiscal year:</td>
</tr>
<tr>
<td>a. ____ will achieve</td>
</tr>
<tr>
<td>b. ____ will achieve</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Issues Identified:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please list any issues you have encountered to date.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Milestones achieved this quarter:</th>
</tr>
</thead>
<tbody>
<tr>
<td>____ clients have been served by this program</td>
</tr>
<tr>
<td>____ clients have met target</td>
</tr>
<tr>
<td>____ clients are making progress toward the target</td>
</tr>
<tr>
<td>____ clients have met the following milestones</td>
</tr>
<tr>
<td>____ clients have not met the following milestones</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Milestones planned for the quarter, but not achieved:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please state the milestone planned and not achieved and list the reason why not.</td>
</tr>
<tr>
<td>What will you do differently to achieve the target?</td>
</tr>
</tbody>
</table>

**Questions or concerns for discussion:**

**Successes:** Attach a brief project success story to your report.

**Date Received:**

**Received By:**
EXHIBIT D

GENERAL CONDITIONS

1. Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program’s National Objectives - 1) benefit low/moderate income clients, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

2. Because the Program by Subrecipient is funded in part by the Community Development Block Grant (CDBG) program, Subrecipient shall upon request by County’s Representative require that an acknowledgment and release be signed by clients receiving services (and by parent or guardian for minor children) for such Subrecipient records which may be required by the County for purposes of monitoring and evaluating services that may be public records under Chapter 119, Florida Statutes.

3. Income eligibility will be determined for the beneficiaries of the program. If beneficiary is qualifying under the Limited Clientele category, activities must meet one of the following tests:
   a. Benefit a clientele that is generally presumed to be principally LMI. This presumption covers abused children, battered spouses, elderly clients, severely disabled adults, homeless clients, illiterate adults, clients living with AIDS and migrant farm workers; or
   b. Require documentation on family size and income in order to show that at least 51 percent of the clientele are LMI (see Attachment D1); or
   c. Have income eligibility requirements limiting the activity to LMI clients only. (see Attachment D1).

4. All forms referenced in this Agreement, not attached hereto, shall be provided or approved by County’s Representative and shall be completed and submitted by Subrecipient to County.

5. A representative of Subrecipient who is familiar with this Agreement and the Subrecipient’s services shall, when reasonably possible, attend and participate in meetings regarding the CDBG funding, as requested by County.

6. Subrecipient shall include the words "Funded in part by the Manatee County Community Development Block Grant program" in press releases, promotional materials, advertising or publicity about the Program funded under this Agreement.

7. Subrecipient shall furnish County with all additional information, records, reports and data as may be required by HUD or County pertaining to matters of this Agreement.
8. County shall have the right to monitor and evaluate all aspects of activities carried out by Subrecipient. The reports and information submitted by Subrecipient pursuant to this Agreement, and site visits of Subrecipient by the County, shall be considered in the evaluation.

9. Subrecipient shall employ sufficient staff to provide the services in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Subrecipient.

10. If indirect costs are funded in the budget (Exhibit B (1)(a)), such indirect costs charged must be consistent with the conditions of Exhibit E (2)(C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendment to this budget must be approved in writing by the Grantee and the Subrecipient.

11. **Public Records**: By accepting award of this Agreement, Subrecipient acknowledges that the portion of its books and records related to its contracting activities with County may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Accordingly, Subrecipient shall:
   
   a. Keep and maintain public records required by the County to perform the service.
   
   b. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
   
   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to the County.
   
   d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Subrecipient or keep and maintain public records required by the County to perform the service. If Subrecipient transfers all public records to the County upon completion of the Agreement, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient keeps and maintains public records upon completion of the Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

**IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING**
TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Deborah M. Scaccianoce
Records Division Manager
P.O. Box 1000
Bradenton, FL 34206
debbie.scaccianoce@mvymantee.org
941-742-5845 (x 5845)

12. Reversion of assets [24 CFR 570.503 (b)(7)]: Upon expiration of the agreement, 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. It shall also include provisions designed to ensure that 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) in excess of $25,000 is either:

(a) Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

(b) Not used in accordance with paragraph 12.(a) of this section, in which event the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)


13. Health Insurance Portability and Accountability Act (HIPAA): To the extent Subrecipient is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Subrecipient shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Program provided hereunder. In conformity therewith, Subrecipient shall:

a. Not use or further disclose PHI except as permitted under this Agreement or required by law;

b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;

c. Mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of PHI by Subrecipient except as permitted by this Agreement.

d. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.
c. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Subrecipient's compliance with HIPAA.

Subrecipient, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with the HIPAA during its association with County. Subrecipient will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA. Subrecipient will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations. Subrecipient will ensure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Subrecipient will assume all expense for such training.

Notwithstanding any other provision of this Agreement, Subrecipient agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Subrecipient, its agents or employees. In addition to the foregoing, to the extent Subrecipient is a HIPAA Covered Entity or Business Associate, Subrecipient must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County's request, copies of same.
Attachment D1

Manatee County

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
INCOME LIMITS
2018-2019

Effective June 1, 2018

Below are the income guidelines for the Sarasota-Bradenton Metropolitan Statistical Area:

Manatee County Median Income: $70,300

<table>
<thead>
<tr>
<th></th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
<th>5 Person</th>
<th>6 Person</th>
<th>7 Person</th>
<th>8 Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>$14,800</td>
<td>$16,900</td>
<td>$19,000</td>
<td>$21,100</td>
<td>$22,800</td>
<td>$24,500</td>
<td>$26,200</td>
<td>$27,900</td>
</tr>
<tr>
<td>Very Low</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50%</td>
<td>$24,650</td>
<td>$28,150</td>
<td>$31,650</td>
<td>$35,150</td>
<td>$38,000</td>
<td>$40,800</td>
<td>$43,600</td>
<td>$46,400</td>
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<td>Low</td>
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</tr>
<tr>
<td>80%</td>
<td>$39,400</td>
<td>$45,000</td>
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<td>$56,250</td>
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<td>$74,250</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please Note: These income limits are subject to change and will be provided as new income limits are released by HUD.
EXHIBIT E

ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT REQUIREMENTS

Subrecipient shall comply with all applicable requirements provided herein.

1. General Conditions

1. A. General Compliance

Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants). The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. B. Workers’ Compensation

Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

3. C. Insurance and Bonding

Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

2. Administrative Requirements

A. Financial Management

1) Accounting Standards

Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred.

2) Cost Principles

Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, “Uniform Administrative Requirements for
Grants and Cooperative Agreements to State and Local Governments,” and OMB Circular A-87 would apply.]

B. Documentation and Record-Keeping

1) Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2) Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involves any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
4) **Property Records**

The Subrecipient shall maintain real property inventory records which shall clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the changes in use restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.

5) **Close-Outs**

The Subrecipient’s obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall 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 the Grantee), and determining the custodianship of records.

6) **Audits and Inspections**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, OMB Circular A-133. [NOTE: For governmental Subrecipient, the citation would be OMB Circular A-128.]

C. **Reporting and Payment Procedures**

1) **Program Income**

The Subrecipient shall report monthly, all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.
2) **Indirect Costs**

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3) **Progress Reports**

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. **Procurement**

1) **OMB Standards**

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 570.502.

2) **Travel**

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

3. **Relocation, Property Acquisition, and One-For-One Housing Replacement**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to clients (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project or program. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of clients from their residences.

4. **Personnel and Participant Conditions**

A. **Civil Rights**

1) **Compliance**

The Subrecipient agrees to comply 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 1 of the Housing and Community Development Act of

2) **Nondiscrimination**

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of the nondiscrimination clause.

3) **Land Covenants**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for 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, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) **Section 504**

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
B. Affirmative Action

1) Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order of 11246 of September 24, 1965. The Grantee 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 award of funds.

2) MBE/WBE

The Subrecipient shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term “minority and female business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The Subrecipient shall 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.

5) 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.
6) **Subcontract Provisions**

The Subrecipient shall include the provisions of Paragraphs X A, Civil Rights and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions**

1) **Prohibited Activity**

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2) **Labor Standards**

The Subrecipient agrees to comply with the requirements of the secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standard Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. **Section 3 Clause**

All Section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
1. 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 clients, particularly clients who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR 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.

3. The contractor agrees to send 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 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.

4. The contractor agrees to include this 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 in violation of the regulations in 24 CFR 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 CFR part 135.

5. 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 clients 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.

6. 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.

7. 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).

E. Conduct

1) Hatch Act

The Subrecipient agrees 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 United States Code.

2) Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

3) Lobbying

The Subrecipient hereby certifies that:

a. 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;

b. 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 a Federal contract (including this Agreement), grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

c. It will require that the language of paragraph (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

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.) Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

5.) Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Environmental Conditions

A. Air and Water

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

1) Clean Air Act, 42 U.S.C., 7401, et seq.
2) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and
information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation


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.

6. Any “Other Program Requirements” covered under 24 CFR 570, Subpart K, that are not specifically addressed in this Agreement, as applicable.
## ACORD™ CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY):** 02/27/2019

**PRODUCER:**
First Florida Insurance Brokers
100 South Ashley Drive, Suite 250
Tampa, FL 33602

**INSURED:**
The School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 3420

**INSURER(S) AFFORDING COVERAGE:**
- Genesis Insurance Company
  - NAIC #: 38962
- Safety National Casualty Corporation
  - NAIC #: 15105

**COVERAGES**

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<th>Type of Insurance</th>
<th>Policy Number</th>
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| LIABILITY LIMITS |
| $1,000,000 SIR |

| UMBRELLA LIABILITY |
| EXCESS LIABILITY |
| CLAIMS-MADE |
| RETENTION |

| WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY |
| N/A |
| Excess Workers' Comp. |
| SIR: $750,000 per occurrence |

**DESCRIPTION OF OPERATIONS, LOCATION, VEHICLES:** (Attach ACORD 131, Additional Remarks Schedule, if more space is required)

**Issued as proof of insurance:**
Certificate holder is listed as additional insured as respects to the Liability policies above, subject to the terms, conditions and exclusions of the policies.

**CERTIFICATE HOLDER:**
Manatee County Government
PO Box 1000
Bradenton, FL 3420

**CANCELLATION:**
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

[Signature]

**ACORD 25 (2009/09)** © 1986-2009 ACORD CORPORATION. All rights reserved.
AGENCY NAME

SAMPLE - IF NEEDED FOR TYPE OF PROGRAM

CDBG – FT XX/XX – Program* - 

Lead Instructor/Counselor: 

Date: ________________ Time: ________________ Topic: ________________

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Subtotal Hours

X Rate – $ 0.00

X $  

Total for Reimbursement $ 

* Supporting Documentation Required

36
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT CONSTRUCTION FUNDING AGREEMENT
BETWEEN
MANATEE COUNTY
AND
THE MANATEE COUNTY HOUSING AUTHORITY
FOR THE
NOSO REHABILITATION PROJECT

This Community Development Block Grant Subrecipient Construction Funding Agreement ("Agreement") is made and entered into as of this 28th day of February 2019, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as "County" or "Grantee" or "Recipient"), and the Manatee County Housing Authority, a political subdivision of the State of Florida (hereinafter referred to as "Subrecipient").

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at-risk residents of Manatee County, Florida, to promote the general health, safety and welfare; and

WHEREAS, the Subrecipient is a political subdivision of the State of Florida, for the purpose of providing social support services to disadvantaged or at-risk residents of Manatee County, Florida; and

WHEREAS, the County is the recipient of Community Development Block Grant B-18-UC-12-0018 (hereinafter "the Grant"); and

WHEREAS, the County, as Grantee, by Resolution No. R-18-114, has identified Subrecipient’s project and approved funding for the implementation of the goals as required by the Grant; and

WHEREAS, the funding source is the Community Development Block Grant Entitlement Program and its Catalog of Federal Domestic Assistance number is 14.218; and

WHEREAS, the County desires to use a portion of the Grant for the improvement of the social and economic welfare of its citizens through the provision of projects and services to benefit low and moderate-income persons.

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Subrecipient to provide funding for the "Project", as further defined herein, to be provided by the Subrecipient to residents of Manatee County.
NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

1. **Projects and Services: Relationship:** Subrecipient shall perform or provide or cause to be performed or provided the projects and services described in Exhibit A (the “Project”) in accordance with this Agreement and the provisions of all exhibits and attachments included as a part of this Agreement. In the performance of this Agreement, Subrecipient shall be considered a grantee and shall have no status as an agent or employee of Grantee. The Grantee shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Subrecipient in connection with the Project or for debts or claims accruing to such parties. Subrecipient shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

2. **Payments by Grantee:** Grantee shall provide payments to Subrecipient in an amount not to exceed Ninety-Eight Thousand Seven Hundred Eighty and 00/100 Dollars ($98,780.00) as provided in Exhibit B. Grantee shall have no obligation to pay Subrecipient any sum of money in excess of the funds received from the Grant for making payments under this Agreement. If the Grantee is required to repay any funds paid under this Agreement, Subrecipient shall repay the funds to or reimburse Grantee if Grantee has repaid such funds.

3. **Time for Performance:** Subrecipient shall provide the project and services provided for in this Agreement by no later than December 30, 2019, unless amended pursuant to paragraph 10 of this Agreement.

4. **General Conditions and Additional CDBG Requirements:** Subrecipient’s performance of this Agreement shall comply with the applicable general conditions provided in Exhibit D and the additional applicable Community Development Block Grant requirements outlined in Exhibit E. Grantee has attempted to identify all applicable Grant requirements and will continue to provide technical support to Subrecipient to assist Subrecipient’s compliance with the Grant requirements. In the event there is a conflict between any provision of this Agreement, including the general conditions, and any Grant requirement, Subrecipient shall comply with the Grant requirement. Nothing provided herein shall relieve Subrecipient from its obligation to meet any of the Grant requirements and of the obligation to become informed and knowledgeable of such requirements.

5. **Indemnity:** Subrecipient shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Project required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Subrecipient or its employees, or of the subcontractors or its employees, if any. Subrecipient shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Subrecipient shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Subrecipient, shall in no way limit the responsibility to indemnify, keep and save harmless and
defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of Subrecipient’s performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Subrecipient at the above listed address. Upon receipt of notice, Subrecipient, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County’s right to provide its own defense and to recover from Subrecipient attorney’s fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28

6. Insurance Without limiting any of the other obligations or liabilities of the Subrecipient, the Subrecipient shall, at the Subrecipient’s sole expense, procure, maintain and keep in force amounts and types of applicable insurance conforming to the nature and type as set forth below. Subrecipient shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Exhibit “F” to include:

A. Commercial General Liability in an amount not less than $1,000,000 per occurrence and in the aggregate; and

B. Professional Liability Coverage in an amount not less than $1,000,000 per occurrence.

C. Property insurance and flood insurance (where applicable) equal to or greater than the amount of the federal assistance received.

Until such time as the insurance is no longer required, the Subrecipient shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Subrecipient shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. County shall be under no obligation to pay agency for any services provided or for any costs associated with Subrecipient’s Program for any period of time not covered by the insured required under this Agreement.

Subrecipient shall within five (5) business days notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Subrecipient shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County’s representative.
7. **Representatives:** Grantee's representative shall be the Director of County's Redevelopment and Economic Opportunity Department or such other employee as may be designated in writing by the County Administrator, who is authorized to administer this Agreement and designate such additional employees as may be required to monitor Subrecipient's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. For projects involving construction, County's representative is authorized to approve minor modifications to the project that do not change the maximum funding to be provided by Grantee if, after competitive bidding, such adjustments are necessary to stay within the project budget. County's representative shall have such other authority as may be provided for in Exhibit D. Disputes over any provision not satisfactorily resolved with County's representative shall be referred to the County Administrator or his designee. Within thirty (30) days from the date of execution of this Agreement by both parties, Subrecipient shall provide the County with a list of representatives authorized to act on behalf of Subrecipient. The list of authorized representatives shall be approved by the Subrecipient's Board of Directors.

8. **Suspension or Termination:** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Grantee may suspend or terminate this Agreement in whole or in part if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referenced herein, and Grantee may declare the Subrecipient ineligible for any further participation in Grantee's contracts, in addition to other remedies provided by law. In the event Grantee has probable cause to believe Subrecipient is not in compliance with any applicable rules, regulations, or provisions of this Agreement, Grantee may withhold payment of any funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance. In the event Subrecipient fails to perform within the times provided in Exhibit C, or otherwise fails to comply with this Agreement, and correction is not made within twenty-one (21) days of written notice from Grantee’s representative to Subrecipient to cure such failure or default, Grantee may terminate this Agreement. All funds disbursed under this Agreement shall be returned to Grantee by Subrecipient within thirty (30) days of termination.

Upon expiration or termination of this Agreement for any reason, the Subrecipient shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Subrecipient’s final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.
9. **Duration: Obligations Subject to Receipt of Grant Funds:**

   A. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect ending on May 31, 2019. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Subrecipient in accordance with all requirements and terms of this Agreement.

   B. This Agreement may be renewed by written amendment.

   C. The obligation of the County to pay the amounts provided for in Section 2 is subject to and conditioned upon the continued receipt of funds pursuant to the Grant.

10. **Notices:** All notices or written communications required or permitted herein shall be deemed to have been given when received if hand-delivered, or when deposited in the U.S. mail, postage paid, and addressed as follows:

   **If mailed to Subrecipient:**
   
   Executive Director  
   Manatee County Housing Authority  
   5631 11th Street East  
   Bradenton, FL 34203

   **If by hand-delivery to Subrecipient:**
   
   Executive Director  
   Manatee County Housing Authority  
   5631 11th Street East  
   Bradenton, FL 34203

   **If mailed to Grantee:**
   
   Director  
   Manatee County  
   Redevelopment and Economic Opportunity Department  
   P.O. Box 1000  
   Bradenton, FL 34206

   **If by hand-delivery to Grantee:**
   
   Director  
   Manatee County  
   Redevelopment and Economic Opportunity Department  
   1112 Manatee Avenue West, 3rd Floor  
   Bradenton, Florida 34205

   Notice of termination or withholding payment shall be served by certified or registered mail, return receipt requested, or by hand-delivery. Either party may provide written notice to the other party of a change of address for delivery of notices, which will take effect upon receipt.
11. **Assignability:** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee.

12. **Amendments:** This Agreement, along with all exhibits and attachments which are hereby incorporated as a part of this Agreement, may not be modified, amended, or extended orally. This Agreement may be amended only by written agreement executed by the governing boards of both parties, except that Grantee’s representative may approve adjustments between line item amounts provided in Exhibit B and the schedule provided in Exhibit C that does not change the project amount funded by the Grantee, or extend the ultimate completion date, except as provided for in Exhibit C paragraphs 2 and 3.

13. **Severability:** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs here, but shall be confined solely to the paragraph involved in such decision.

14. **Headings:** All articles and descriptive headings of paragraphs in this Agreement and its exhibits and attachments are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

15. **Authority to Execute:** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement, and that the execution of this Agreement has been authorized by each party’s authorized representative.

16. **Catastrophic Events:** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

17. **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accruing to, or for the benefit of any third party, including without limitation any subcontractors of the Subrecipient and any providers of promotional, advertising or other services, or goods, purchased by the Subrecipient. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, Subrecipient, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

18. **Construction:** This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

19. **Waivers:** Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered
to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

20. **Governing Law; Venue:** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

21. **Remedies:** Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

22. **Attorney's Fees and Costs:** Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation rising under this Agreement.

23. **Effective Date:** This Agreement shall take effect as of the date set forth above.

[signature page to follow]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES

Sign Name: Susan Cayer  
Print Name: Susan Cayer  
Sign Name: Carla L. Popp  
Print Name: Carla L. Popp

SUBRECIPIENT

OWNER

By: Willie Calhoun  
Print Name: Willie Calhoun Jr. Executive Director

Manatee County Housing Authority  
Phone Number: 941-756-3974  
E-Mail: Willie.calhoun@manateehousing.com  
DUNS#:620086546

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners  

By: Geraldine C. Lopez, Director, Redevelopment and Economic Opportunity Department (per Resolution R-18-114)

Date of Execution: 2/20/19
EXHIBIT A

1. Subrecipient shall, either directly or through its qualified contractors, design, permit and construct the following Project:

   a. The project will entail interior rehabilitation of two MCHA duplex unit, located at 5743 and 5745 8th Street Ct. East Bradenton, FL 34203; and

   b. The project will entail various items of work as outlined more specifically in the plans and specifications approved in writing by County’s Representative.

   c. All of the activities, including but not limited to those referred to in Exhibit A, Part 1, and all Subparts thereof, will be described in detail through a scope of work, plans, and specifications approved in writing by County’s Representative pursuant to Exhibit D and Exhibit E of this Agreement.

2. Upon completion of the Project and for at least five years thereafter, Subrecipient shall use the Project solely as affordable housing for low- and moderate-income qualified persons, in accordance with the following (hereinafter the Program):

   a. The users of the Project during each fiscal year (October 1st through September 30th) shall meet the US Department of Housing and Urban Development’s guidelines for low and moderate income.

   b. Subrecipient shall not charge a fee for services without the written advance approval of the County. If approval is granted by the County, Subrecipient shall provide all facilities and services to low- and moderate-income persons on a sliding fee schedule and shall ensure that all persons have access to the facility and its services regardless of their ability to pay for service. Reasonable fees charged to non-profit organizations using the Property to help defray operating costs shall be allowed.

   d. Services outlined above may be altered only with the prior written approval of the County’s Representative.

   e. The Property shall not be used for offices or headquarters for Subrecipient or any other organization or entity, but may have office space to administer the Program.

Target Population: This Project shall serve low-moderate income residents, who are residents of Manatee County, hereinafter, “Client”.


Attachment A1

Manatee County

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
INCOME LIMITS
2018-2019

Effective June 1, 2018

Below are the income guidelines for the Sarasota-Bradenton Metropolitan Statistical Area:

Manatee County Median Income: $70,300

<table>
<thead>
<tr>
<th></th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
<th>5 Person</th>
<th>6 Person</th>
<th>7 Person</th>
<th>8 Person</th>
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</thead>
<tbody>
<tr>
<td>30% Very Low</td>
<td>$14,800</td>
<td>$16,900</td>
<td>$19,000</td>
<td>$21,100</td>
<td>$22,800</td>
<td>$24,500</td>
<td>$26,200</td>
<td>$27,900</td>
</tr>
<tr>
<td>50% Low</td>
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<td>$28,150</td>
<td>$31,650</td>
<td>$35,150</td>
<td>$38,000</td>
<td>$40,800</td>
<td>$43,600</td>
<td>$46,400</td>
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<tr>
<td>80% Moderate</td>
<td>$39,400</td>
<td>$45,000</td>
<td>$50,650</td>
<td>$56,250</td>
<td>$60,750</td>
<td>$65,250</td>
<td>$69,750</td>
<td>$74,250</td>
</tr>
</tbody>
</table>

Please Note: These income limits are subject to change and will be provided as new income limits are released by HUD.
Attachment A2

Legal Description

Real property located at 5743 and 5745 8th Street Court East, Bradenton, FL, that is generally described as:

LOT 13 MEADOR'S SUB PI#57973.1085/0
EXHIBIT B

PAYMENTS

1. County shall pay a maximum of Ninety-Eight Thousand Seven Hundred Eighty and 00/100 Dollars ($98,780.00) to the Subrecipient and Subrecipient shall accept that amount toward the cost of implementing the Project described in Exhibit A of this Agreement, as follows.

   A. Any funds in excess of the amount provided by the County shall be provided by Subrecipient. A Notice of Commencement for the Project shall not be issued until all Subrecipient funds necessary to complete the project or the specific Phase as described in Exhibit A, are available. If Project change orders result in an increase in the Project cost above the maximum provided by the County under this Agreement, Subrecipient shall provide documentation to County that funds equal to the amount of any change order increase are available prior to approval of a change order by the County.

   B. All document recording fees and construction signage associated with this Agreement shall be paid or provided by County.

   C. Reimbursement for pre-award costs shall be allowed, as authorized by 24 CFR § 570.200 (h), stating that “[t]he effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD, whichever is later.” Furthermore, 24 CFR § 570.200 (h)(I) states that “[p]rior to the effective date of the grant agreement, a recipient... [Grantee or County] may incur costs or may authorize a subrecipient to incur costs, and then after the effective date of the grant agreement pay for those costs using its CDBG funds, provided that:” The following requirements must be met for the reimbursement of pre-award costs to be eligible, as outlined in 24 CFR § 570.200 (h)(I)(ii)(iii)(iv)(v)(vi):

   1) The activity, prior to costs being incurred, must have been included in a consolidated action plan or an amended consolidated action plan. The exception being a new entitlement may only incur costs necessary for the preparation of its consolidated plan and the costs of administrative actions necessary to receive its first grant; and

   2) If the reimbursements of these pre-award costs are going to affect future grants, citizens must be notified of the extent thereof; and

   3) All costs and activities that are being funded must be in compliance with 24 CFR § 570 and the Environmental Review Procedures as stated in 24 CFR § 58; and

   4) The activity in which reimbursement for pre-award costs is being made must be in compliance with the statutory and regulatory provisions that are in effect at the time the costs are reimbursed with CDBG funds; and
5) The reimbursement payment for pre-award costs must be made within the two program years following the effective date of the grant agreement or the consolidated action plan amendment which first included the activity; and

6) The total amount of the pre-award costs reimbursed during any program year, pursuant to this provision, shall not exceed the greater of 25 percent of the grant awarded for that year or $300,000.

D. Payment of costs associated with this project, in addition to the pre-award costs discussed in Exhibit B, Part 1, Subpart C; shall be covered according to the effective date of the grant agreement as outlined in 24 CFR §570.200 (h) in that “[th]e effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD, whichever is later.”

2. Subrecipient shall not use any funds provided hereunder to pay any general administrative costs, staff salaries, indirect costs or overhead costs of Subrecipient related to the services provided herein.

3. Disbursement of all funds by the County shall be for actual costs incurred by Subrecipient.

4. Requests for payment shall include adequate documentation of expenses, copies of contractor’s or vendor’s invoices or receipts for the work completed, releases of liens from any construction contractors and a written statement from Subrecipient accepting work for which payment is requested. Only materials and supplies actually used for the performance of this Project may be charged as direct costs (per OMB Circular A-122, Costs Principles for Non-Profit Organizations, Appendix B, paragraph 28).

5. Proof of payment to the contractor or vendor must be provided to County prior to subsequent requests for payment, but in no case, no later than thirty (30) business days from receipt of payment by Subrecipient. Subrecipient shall provide as proof of payment a copy of all checks disbursing funds to the contractor or vendor or, if a cancelled check is not available, a copy of the bank statement showing proof of expenditure or an original signed receipt from the contractor or vendor may be provided.

6. Construction payment requests shall be accepted by County as scheduled in the contract between the Subrecipient and the construction contractor. The payment schedule shall be approved by County prior to issuance of a Notice of Commencement for the construction contract.

7. All payments shall neither be made by the Subrecipient, nor processed or made by the County, until all federal labor standards documentation has been approved by the County Representative and all reporting requirements have been fulfilled.

8. The Subrecipient shall not make the final payment of any construction work to the project contractor, in accordance with the retainer requirements of the contract between Subrecipient and project contractor, until a final inspection and acceptance of the
improvements is issued by a Manatee County inspector and the County’s Representative has approved the project’s completeness. However, the County shall pay the Subrecipient, up to the full balance of the grant funds obligated towards the project, regardless of the projects status in terms of phase completion, stage of inspection, and/or receiving a Certificate of Occupancy.

9. The County may disapprove requests for payment which are not consistent with the terms of this Agreement.

10. Subrecipient shall provide a request for payment, which shall include:

   A. A completed Request for Payment form, Attachment B1.

   B. Support documentation of the actual expenses incurred payment request;

   C. Proof of Payment for the prior payment request (on the second and subsequent payment requests); and

   D. Partial Release of Lien for the amount of the prior payment request (on the second and subsequent payment requests).

11. Within the first week of September of each year, if need be, the Subrecipient must assist the County in preparing an estimated payment request for the month of September, for the purpose of reserving these funds at year-end. Formal documentation of expenditures is not required for this submittal.

12. Within fifteen (15) calendar days of the program year ending on September 30th of each year, the Subrecipient shall render all actual expenses and required documentation of said expenses. County shall not be responsible for the payment of any charges, claims, or demands of the Subrecipient not received within said fifteen (15) day period.

13. Within fifteen (15) calendar days of Final Inspection, the Subrecipient shall render a final and complete request for payment. County shall not be responsible for the payment of any charges, claims, or demands of the Subrecipient not received within said fifteen (15) day period.

14. County shall have no obligation to pay Subrecipient any sum in excess of the Funds received for making payments under this Agreement. If County is required to repay any Funds paid under this Agreement, Subrecipient shall repay the Funds or reimburse County if County has repaid the Funds.
Attachment B1

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
COMMUNITY DEVELOPMENT BLOCK GRANT
REQUEST FOR PAYMENT

SUBRECIPIENT NAME: Manatee County Housing Authority

PROJECT/PROGRAM NAME: NOSO Rehabilitation

PAYMENT REQUEST FOR MONTH OF: ____________________________

SECTION 1: REQUEST FOR PAYMENT

<table>
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<tr>
<th>REQUEST THIS PERIOD</th>
<th>TOTAL FUNDING</th>
<th>REQUESTED YEAR-TO-DATE</th>
<th>BALANCE OF FUNDS</th>
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<tbody>
<tr>
<td>$</td>
<td>$98,780.00</td>
<td>$</td>
<td>$</td>
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SECTION 2: SUPPORTING DOCUMENTATION FOR PAYMENT

Attach:
1. Support documentation for the payment amount being requested.
2. Proof of Payment for the prior payment request (on the second and subsequent payment requests).
3. Partial Release of Lien for the amount of the prior payment request (on the second and subsequent payment requests).

PREPARED BY: ____________________________ DATE: ____________________________

I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: ____________________________ DATE: ____________________________

Please Make Check Payable to: ____________________________

Please Submit to: ____________________________

DO NOT WRITE BELOW THIS LINE

CDBG CONTRACT MANAGER: ____________________________ DATE: ____________________________
EXHIBIT C

TIME FOR PERFORMANCE

1. Progress in implementation of services under this Agreement shall be measured against the following benchmarks:

   A. Subrecipient shall provide the County with specifications for the project by March 15, 2019.

   B. Subrecipient shall advertise an Invitation for Bids by April 5, 2019

   C. Subrecipient shall award a construction contract by June 15, 2019.

   D. Certificate of Occupancy/Completion shall be issued by December 30, 2019.

2. In the event that one or more of these benchmarks are not met, County shall have the right to terminate this Agreement with a twenty-one (21) day notice to Subrecipient to cure. If correction is not made within the twenty-one (21) day notice period, the Agreement shall be terminated. All funds disbursed under the Agreement shall be paid back to County from Subrecipient within thirty (30) days of termination. Subrecipient shall repay all funds disbursed under this Agreement and said Agreement shall be immediately terminated if the Project does not receive a Certificate of Occupancy by December 30, 2019.

   In the event that the benchmarks are not met or adjusted in a timely manner, the Subrecipient may be denied County or grant funding for the minimum period of five years from Project completion.

3. Subrecipient shall submit a written monthly report (Attachment C1) on the progress made toward completion of construction services. The report shall compare goals with accomplishments and provide an explanation if accomplishments do not meet the implementation schedule. The report shall be due to County by the fifteenth day of the calendar month; the first report being due the fifteenth day of the calendar month after this Agreement is signed.

4. Subrecipient will complete and submit Quarterly Demographic Reports (Attachment C2) to the County. The Reports will be in the format required by the County and will report the necessary data as required in "Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs", published in the Federal Register on March 7, 2006.
ATTACHMENT C1

MANATEE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
MONTHLY CONSTRUCTION PROJECT

FOR THE MONTH OF: ________________  TODAY’S DATE: ________________

PROJECT: __________________________________________  IDIS #: __________

SUBRECIPIENT: __________________________________________

Contact Person: __________________________________________

Phone: ________________  Email: ________________________

__________________________  __________________________________________

ENGINEER: __________________________________________  Contact Person: __________

Phone: __________  Email: ________________________

__________________________  __________________________________________

CONTRACTOR: ________________  Contact Person: ________________

Phone: ________________  Email: ________________________

__________________________  __________________________________________

SCOPE:

__________________________  __________________________________________

__________________________  __________________________________________

ACTIVITIES/PROBLEMS THIS MONTH:

__________________________  __________________________________________

__________________________  __________________________________________

ANTICIPATED ACTIVITIES NEXT MONTH:

__________________________  __________________________________________

__________________________  __________________________________________
Attachment C2

MANATEE COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT
Quarterly Demographic Report

Subrecipient

Program

Date

Contact Person Phone

Certification by Board Chair: I certify that to the best of my knowledge and belief this report is correct, complete, and accurately reflects the current status of this approved CDBG project.

Name Title

Signature Date

Quarterly Demographic Report Due Dates

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<th>Reporting Period</th>
<th>Report Due</th>
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<td>10/1 - 12/30</td>
</tr>
<tr>
<td>2nd Quarter</td>
<td>1/1 - 3/31</td>
</tr>
<tr>
<td>3rd Quarter</td>
<td>4/1 - 6/30</td>
</tr>
<tr>
<td>4th Quarter</td>
<td>7/1 - 9/30</td>
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Reviewed By (County Staff) Date

Reporting Date
## PROGRAM INFORMATION SUMMARY REPORT

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<th>Racial &amp; Ethnicity Data</th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
<th>R/E/CAP Clients</th>
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<th>Non-Hispanic</th>
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<tr>
<td>Asian &amp; White</td>
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<td></td>
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<tr>
<td>American Indian/Alaskan Native &amp; White</td>
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<tr>
<td>American Indian/Alaskan Native &amp; Black/African American &amp; Other Multi-Racial</td>
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<table>
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<th>Income Data</th>
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<th>Total # of clients year-to-date</th>
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<td></td>
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<tr>
<td>Very Low Income (31-50% AMI)</td>
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<td></td>
</tr>
<tr>
<td>Low Income (51-80% AMI)</td>
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<table>
<thead>
<tr>
<th>Other Demographic Data</th>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
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</thead>
<tbody>
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<td>Female Headed-Households</td>
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<tr>
<td>Disabled/Special Needs</td>
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</table>

| Total                  |                            |                                |

*Totals for lines 1, 2, and 3 must match.*
FINANCIAL INFORMATION SUMMARY REPORT

FINANCIAL:

Total amount of CDBG funds awarded for this fiscal year. $ 

Total amount of CDBG funds expended this Quarter. $ 

Total amount of CDBG funds expended in previous quarter(s). $ 

Remaining CDBG funds. $ 

OTHER FUNDS: (other funds used in CDBG project - whether federal, state, local or private)

Total amount of other funds this Quarter $ Year-to-date $
EXHIBIT D

GENERAL CONDITIONS

1. **Title:** Subrecipient shall provide County with proof of marketable title to the property subject to only such impediments that are acceptable to County’s Representative and will not likely limit Subrecipient’s ability to perform this Agreement.

2. **Restriction on Use:**

   A. The Project will be used as affordable housing, as described in Exhibit A.2, unless an alternative use is approved in writing by the County prior to a conversion to such alternative use.

   B. If Subrecipient complies with the terms and conditions of this Agreement, then these use restrictions shall be forgiven five (5) years after issuance of Certificate of Occupancy/Completion.

3. **Miscellaneous Requirements:**

   A. Because the Project is funded in part by the Community Development Block Grant (CDBG) program, Subrecipient shall upon request by County’s Representative require that an acknowledgment and release be signed by clients receiving services (and by parent or guardian for minor children) for such Subrecipient records which may be required by the County for purposes of monitoring and evaluating services that may be public records under Chapter 119, Florida Statutes.

   B. All forms referenced in this Agreement, not attached hereto, shall be provided or approved by County’s Representative and shall be completed and submitted by Subrecipient to County.

   C. A representative of Subrecipient who is familiar with this Agreement and the Subrecipient’s services shall, when reasonably possible, attend and participate in meetings regarding the CDBG funding, as requested by County.

   D. Subrecipient shall include the words "Funding for this facility was provided by a Manatee County Community Development Block Grant" on all signs, building plaques, press releases for initial building opening, promotional materials, advertising and publicity about the project funded under this Agreement.

4. **Construction Requirements:** Subrecipient shall implement the Project provided for under this Agreement in accordance with the following:

   A. Subrecipient shall submit draft and final plans and specifications to the County's Representative for approval prior to soliciting bids for construction. Subrecipient will
also assume all responsibilities for submitting these documents to the corresponding municipal authority.

B. If plan or specification revisions are required at any time, the revised plans and specifications shall be approved by County Representative.

C. Subrecipient shall publicly solicit for a construction contractor by advertisement in a local newspaper of general circulation. At a minimum, this should occur on two separate days with the last advertisement appearing in the paper no later than ten days before the bid opening. Also, the subrecipient will directly solicit Minority owned Business Enterprise/Woman owned Business Enterprise (MBE/WBE) and Section 3 firms that provide the services desired in the advertisement.

D. Subrecipient shall submit all copies of bid advertisements and MBE/WBE and Section 3 businesses solicitations to the County's Representative prior to their disbursement for review and approval. After publication and disbursement, all copies of the advertisements and mailings will be submitted to the County's Representative for record.

E. Subrecipient shall have a mandatory pre-bid conference, with the County's Representative in attendance, with prospective construction contractors prior to the bid opening date. One of the main purposes is to inform the prospective bidders of the federal requirements that are attached to the project. Any waiver of the required pre-bid conference shall be at the County's Representative's sole discretion only, based upon the prior experience of the contractors anticipated to bid.

F. The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 570.502. The bids/proposals shall be received by the date and time requested in the advertisement, being stamped accordingly upon receipt. All bids/proposals shall be publicly opened and read.

G. Subrecipient shall evaluate the bids/proposals, documenting this process according to the technical assistance given by the County's Representative. Award of the contract will be to the "lowest, most responsible and responsive bidder" or to the contractor/vendor with the highest score when using a point based evaluation system. The selection and method of selection shall be documented as the justification for the selection. All bid/proposal documentation shall be submitted to the County, requesting approval of the Subrecipient's selection. The County will review the documentation and notify Subrecipient if the chosen bid/proposal is reasonable and acceptable.

H. Subrecipient shall report all activities and documentation to the County's Representative who shall issue a Notice of Procurement Completion. This notice shall inform the Subrecipient that it is in compliance with the regulations regarding procurement and contracting and able to proceed with its selection and may begin drafting the construction contract.
I. After selection of a construction contractor, Subrecipient shall ensure that the construction contractor has the appropriate license(s), bonding, and are not listed within the Excluded Parties List System as debarred contractors that are not eligible to work on federal projects.

J. Moreover, after selection of a construction contractor, Subrecipient shall ensure that the proposed contract with the construction contractor includes the deadline for Project completion consistent with this Agreement and a withholding of at least a 10% retainage of total contract price. For design/build contracts, retainage shall be withheld on the build (physical construction) portion of the contract only. Subrecipient shall submit the construction contract to the County’s Representative for approval, prior to finalization.

K. Subrecipient will notify all unsuccessful bidders in writing that they were not selected for the contract and inform them of the selected bid.

L. Subrecipient shall have a preconstruction conference, with the County’s Representative in attendance, with the general contractor. This meeting will be documented as well, according to the technical advice given by the County’s Representative.

M. Subrecipient shall ensure the contractor obtains all of the necessary construction permit(s) and clearances and shall notify the County’s Representative of the commencement and completion of such activities.

N. Subrecipient is responsible for carrying out all Davis-Bacon and Related Acts (DBRA) requirements and will work with the County’s Representative to ensure compliance. The Subrecipient is responsible for compliance with these regulations, which includes but is not limited to: the receipt of certified payrolls from the general contractor and all sub-contractors; fulfillment of labor interviews with a number of the laborers, representing as many trades as possible; and the posting of all required job site posters. The County’s Representative will provide technical assistance and perform the necessary employee interviews.

O. **SECTION 3 REQUIREMENTS**

The purpose of Section 3 is to ensure that economic opportunities generated from HUD funded (partially or fully) projects will be directed to low- and very low-income persons. See Exhibit “E” paragraph 4 D. for the Section 3 Clause. The following minimum thresholds have been set by HUD for determining compliance with Section 3 requirements:

1. All contractors/subcontractors must attempt to fill at least 30% of newly created positions with Section 3 residents.
2. All prime contractors must attempt to award at least 3% of the total cost all subcontracts for Section 3 covered contracts to Section 3 business concerns.
3. A combination of 1 and 2 above
Demonstrating Compliance with Section 3 Resident Requirements

All contractors and subcontractors must attempt to provide training and/or employment opportunities, as prioritized below, for at least 30% of newly created positions required for the project:

i. Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located (category 1 residents)
ii. Participants in HUD Youthbuild Programs (category 2 residents)
iii. Homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located
iv. Other Section 3 residents

Demonstrating Compliance with Section 3 Business Requirements

All prime contractors must attempt to award at least 3% of the total cost of all subcontracts to Section 3 business concerns as prioritized below:

i. Business concerns that are 51% or more owned by residents of the housing development for which the work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.
ii. Business concerns that are 51% or more owned by residents of the Authority’s public housing development(s) other than the housing development where the work is to be performed; or whose full time permanent workforce includes 30% of these persons as employees.
iii. HUD Youthbuild programs being carried out in Manatee County in which Section 3 covered assistance is expended.
iv. Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents, or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.

Each contractor/subcontractor is required to assist Manatee County in HUD reporting requirements by submitting a Contractor and Subcontractor Report (Attachment D1) with the first certified payrolls for each project. During the duration of the project, subsequent reports may be required to document any additional Section 3 hiring.

All efforts undertaken by each contractor/subcontractor to meet Section 3 requirements must be documented, regardless of whether those efforts result in job training or creation. The proposer/bidder selected for this project will be required to submit a Section 3 Plan for each contractor/subcontractor, which includes but is not limited to all efforts that will be undertaken to address Section 3 requirements, such as names and payroll histories of existing employees that will be utilized for the project, hiring needs by job classification, and efforts to secure Section 3 business concerns/residents. All prime contractors and subcontractors identified in the bid/proposal must register with Jobs, etc. Contractors must contact Rachel Infanti at the CareerSource Suncoast Office,
P. County may inspect the work during construction. County shall have no liability to Subrecipient with respect to any such inspection or non-inspection.

Q. All change orders, regardless of funding source, shall be approved by County’s Representative prior to commencement of change order work.

R. Subrecipient is responsible for verifying all requests for payment submitted by the construction contractor and is responsible for the performance of the construction improvements. Prior to the County approving reimbursement to the Subrecipient, verification of expenditure and performance shall occur.

S. Subrecipient shall not assist any property which is historically or environmentally sensitive without written consent from the County. County shall not be liable for reimbursement of costs for any property determined to violate any environmental law, including but not limited to, those listed in 24 CFR Part 58.

5. Conditions Related to Services:

A. Subrecipient shall maintain all licenses and certifications applicable to the services furnished at the Project throughout the use restrictions as provided in Exhibit D, Section 2.

B. When the Property is occupied and offering services, Subrecipient shall provide a quarterly report for a minimum of five years which shall include other documentation in a format approved in advance by the County summarizing all services provided at the Property each quarter, including: successes of the Project as well as difficulties of the Project.

Quarterly reports shall cover the periods of October 1st through December 31st, January 1st through March 31st, April 1st through June 30th and July 1st through September 30th of each year. Reports shall be due by January 15th, April 15th, July 15th and October 15th of each fiscal year for the three-month period immediately preceding. See Attachment A1 for the Quarterly Demographic Report.

C. Subrecipient shall furnish County with all additional information, records, reports and data as may be required by HUD or County pertaining to matters of this Agreement.

D. County shall have the right to monitor and evaluate all aspects of activities carried out by Subrecipient. The reports and information submitted by Subrecipient pursuant to this Agreement, and site visits of Subrecipient by the County, shall be considered in such evaluation.
E. Subrecipient shall maintain, for the term of the use restrictions provided for in this Agreement, evidence of property insurance and an audit, and make evidence available, if requested by County Representative.

F. Subrecipient shall maintain a list of all client names and addresses served through this Agreement, and shall make such list available, if requested by County's Representative.

G. Subrecipient shall employ sufficient staff to provide the services in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Subrecipient.

H. Subrecipient shall provide information for each Client served under the terms of this Agreement, in a format agreed upon by the County. Client information shall be provided to County either monthly or quarterly based on format requested by County.

I. Subrecipient shall maintain files with progress notes and dates of service and make such files available to the County's Representative upon request.

6. **Default by Subrecipient:** The happening of any of the following events shall constitute a default under this Agreement:

- Through no fault of the County, the Certificate of Occupancy has not been issued by Manatee County on or before May 31, 2019.
- Subrecipient ceases to provide reports required by this Agreement to monitor compliance.
- Subrecipient sells, leases, abandons, and/or ceases to use the property described in Exhibit A in accordance with this Agreement without the prior written approval of the County.

7. With respect to the services provided pursuant to this Agreement, Subrecipient shall comply with the requirements of the Florida Public Records Law as specifically set forth in Florida Statute 119.0701. Accordingly, Subrecipient shall:

   a. Keep and maintain public records required by the County to perform the service.
   b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to the County.
   d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Subrecipient or keep and maintain public records required
by the County to perform the service. If Subrecipient transfers all public records to the County upon completion of the Agreement, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient keeps and maintains public records upon completion of the Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Deborah M. Scaccianoce
Records Division Manager
P.O. Box 1000
Bradenton, FL 34206
debbie.scaccianoce@mymnanatec.org
941-742-5845 (x 5845)

8. Reversion of assets [24 CFR 570.503 (b)(7)]: Upon expiration of the agreement, 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. It shall also include provisions designed to ensure that 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) in excess of $25,000 is either:

(a) Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

(b) Not used in accordance with paragraph 8.(a) of this section, in which event the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)

Attachment D1
Manatee County Community Development Block Grant
Contractor and Subcontractor Report

Date: ____________________________

Project Name: ____________________________________________________

Contractor/Subcontractor: ____________________________________________
(circle one)

Street: ____________________________

City: ______________________________ State: _____ Zip: ____________

Phone: ____________________________ FAX: ____________________________

Email: ______________________________

Contractor/Subcontractor IRS Identification Number: ________________________

Contractor/Subcontractor DUNS Number: ________________________________

Contractor/Subcontractor Race/Ethnicity: (Circle One)

1 – White American; 2 – Black American; 3 – Native American

4 – Hispanic American; 5 – Asian/Pacific American; 6 – Hasidic Jew

Women Owned Business?: Yes No (Circle One, Attach Certification)

Section 3 Contractor?: Yes No (Circle One)

Contracts/Subcontracts Awarded for this Project:

<table>
<thead>
<tr>
<th>Type Contract</th>
<th>Construction</th>
<th>Non-Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dollar amount of all contracts/subcontracts awarded</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total dollar amount awarded to Section 3 businesses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percentage of the total dollar amount that was awarded to Section 3 businesses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total number of Section 3 businesses receiving contracts</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

28
Employment and Training Resulting from this Project:

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Number of New Hires</th>
<th>Number of New Hires that are Section 3 Residents</th>
<th>Number of Section 3 Trainees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft Workers (skilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (semiskilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (unskilled)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other (List)</td>
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<td>Other (List)</td>
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<td>Other (List)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Detailed Narrative Description of Specific Actions Taken to Comply with Section 3 Requirements (attach additional supporting documentation):

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Contractor/Subcontractor Signature: _______________________________________

Date: ___________________________
EXHIBIT E

ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT REQUIREMENTS

Subrecipient shall comply with all applicable requirements provided herein.

1. General Conditions

A. General Compliance

Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations) concerning Community Development Block Grants. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Workers’ Compensation

Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. Insurance and Bonding

Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

2. Administrative Requirements

A. Financial Management

1) Accounting Standards

Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred.

2) Cost Principles

Subrecipient shall administer its Project in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” and OMB Circular A-87 would apply.]
B. Documentation and Record-Keeping

1) Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2) Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involves any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4) Property Records

The Subrecipient shall maintain real property inventory records which shall clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the changes in use restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.
5) **Close-Outs**

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of Project assets (including the return of all unused materials, equipment, unspent cash advances, Project income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6) **Audits and Inspections**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, OMB Circular A-133. [NOTE: For governmental Subrecipient, the citation would be OMB Circular A-128.]

C. **Reporting and Payment Procedures**

1) **Program Income**

The Subrecipient shall report monthly, all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2) **Indirect Costs**

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. **Progress Reports.**

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.
D. Procurement

1) **OMB Standards**

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 570.502.

2) **Travel**

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

3. **Relocation, Property Acquisition, and One-For-One Housing Replacement**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project or program. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

4. **Personnel and Participant Conditions**

A. **Civil Rights**

1) **Compliance**

The Subrecipient agrees to comply 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 with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2) **Nondiscrimination**

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of the nondiscrimination clause.
3) **Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for 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, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the Project assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) **Section 504**

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

**B. Affirmative Action**

1) **Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order Number 11246 of September 24, 1965. The Grantee 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 award of funds.

2) **MBE/WBE**

The Subrecipient shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term “minority and female business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) **Access to Records**

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4) **Notifications**

The Subrecipient shall 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.

5) **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.

6) **Subcontract Provisions**

The Subrecipient shall include the provisions of Paragraphs X A, Civil Rights and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions**

1) **Prohibited Activity**

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the Project for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2) **Labor Standards**

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standard Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
D. Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

1. 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.

2. The parties to this contract agree to comply with HUD’s regulations in 24 CFR 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.

3. The contractor agrees to send 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 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.

4. The contractor agrees to include this 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 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 CFR part 135.

5. 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 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.

6. 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.

7. 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. 450c) 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).

E. Conduct

1) Hatch Act

The Subrecipient agrees 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 United States Code.

2) Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

3) Lobbying

The Subrecipient hereby certifies that:

a. 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;

b. 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 a Federal contract (including this Agreement), grant, loan, or cooperative agreement, it will complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions;
c. It will require that the language of paragraph (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

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.) Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

5.) Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

3. Environmental Conditions

A. Air and Water

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

1) Clean Air Act, 42 U.S.C., 7401, et seq.
2) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation


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.

6. Any “Other Program Requirements” covered under 24 CFR 570, Subpart K, that are not specifically addressed in this Agreement, as applicable.
EXHIBIT E

AGENCY CERTIFICATES OF INSURANCE
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT FUNDING AGREEMENT
FOR PUBLIC SERVICES
BETWEEN
MANATEE COUNTY AND
GULFCOAST LEGAL SERVICES, INC.
FOR THE HOUSING PRESERVATION PROGRAM

This Community Block Grant Subrecipient Funding Agreement for Public Services (“Agreement”) is made and entered into as of this day of February 2019, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as “County” or “Grantee” or “Recipient”), and Gulfcoast Legal Services, Inc., a not-for-profit corporation existing under the laws of the State of Florida (hereinafter referred to as “Subrecipient”).

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at-risk residents of Manatee County, Florida, to promote the general health, safety and welfare; and

WHEREAS, the Subrecipient is a not for profit corporation organized under the laws of the State of Florida for the purpose of providing social support services to disadvantaged or at-risk residents of Manatee County, Florida; and

WHEREAS, the County is the recipient of Community Development Block Grant B-18-UC-12-0018 (hereinafter “the Grant”) and the Catalog of Federal Domestic Assistance (CFDA) number for these funds is 14.218; and

WHEREAS, the County desires to use a portion of the Grant for the improvement of the social and economic welfare of its citizens through the provision of projects and services to benefit low and moderate-income clients; and

WHEREAS, the County, as Grantee, by Resolution No. R-18-114 has identified Subrecipient’s Program and approved funding for the implementation of the goals as required by the Grant; and

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Subrecipient to provide funding for the “Program” of services, as further defined herein, to be provided by the Subrecipient to residents of Manatee County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:
1. **Projects and Services; Relationship:** Subrecipient shall perform or provide or cause to be performed or provided the projects and services described in Exhibit A (the “Program”) in accordance with this Agreement and the provisions of all exhibits and attachments included as a part of this Agreement. In the performance of this Agreement, Subrecipient shall be considered a grantee and shall have no status as an agent or employee of Grantee. The Grantee shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Subrecipient in connection with the Program or for debts or claims accruing to such parties. Subrecipient shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

2. **Payments by Grantee:** Grantee shall provide payments to Subrecipient in an amount not to exceed Seventy-Six Thousand and 00/100 Dollars ($76,000.00) as provided in Exhibit B. Grantee shall have no obligation to pay Subrecipient any sum of money in excess of the funds received from the Grant for making payments under this Agreement. If the Grantee is required to repay any funds paid under this Agreement, Subrecipient shall repay the funds to or reimburse Grantee if Grantee has repaid such funds.

3. **Time for Performance:** Subrecipient shall provide the Program of services provided for in this Agreement from February 1, 2019 through January 30, 2020.

4. **General Conditions and Additional CDBG Requirements:** Subrecipient’s performance of this Agreement shall comply with the applicable general conditions provided in Exhibit D and the additional Community Development Block Grant requirements outlined in Exhibit E. Grantee has attempted to identify all applicable Grant requirements and will continue to provide technical support to Subrecipient to assist Subrecipient’s compliance with the Grant requirements. In the event there is a conflict between any provision of this Agreement, including the general conditions, and any Grant requirement, Subrecipient shall comply with the Grant requirement. Nothing provided herein shall relieve Subrecipient from its obligation to meet any of the Grant requirements and of the obligation to become informed and knowledgeable of such requirements.

5. **Indemnity:** Subrecipient shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Subrecipient or its employees, or of the subcontractors or employees, if any. Subrecipient shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Subrecipient shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Subrecipient, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of Subrecipient’s performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Subrecipient at the above
listed address. Upon receipt of notice, Subrecipient, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Subrecipient attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

6. **Insurance** Without limiting any of the other obligations or liabilities of the Subrecipient, the Subrecipient shall, at the Subrecipient's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type as set forth in Exhibit F (attach subrecipient's certificate of insurance). Subrecipient shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include:

   A. Commercial General Liability in an amount not less than $1,000,000 per occurrence and in the aggregate; and

   B. Professional Liability Coverage in an amount not less than $1,000,000 per occurrence.

Until such time as the insurance is no longer required, the Subrecipient shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Subrecipient shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. County shall be under no obligation to pay agency for any services provided or for any costs associated with Subrecipient's Program for any period of time not covered by the insured required under this Agreement.

Subrecipient shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Subrecipient shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's representative.

7. **Representatives:** Grantee's representative shall be the Director of County's Redevelopment and Economic Opportunity Department or such other employee as may be designated in writing by the County Administrator, who is authorized to administer this Agreement and designate such additional employees as may be required to monitor Subrecipient's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. County's representative shall have such other authority as may be provided for in Exhibit D. Disputes over any provision not satisfactorily resolved with County's representative shall be referred to the County Administrator or his designee. Within thirty (30) days from the date of execution of this Agreement by both parties, Subrecipient shall
provide the County with a list of representatives authorized to act on behalf of Subrecipient. The list of authorized representatives shall be approved by the Subrecipient’s Board of Directors.

8. **Suspension or Termination:** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with 24 CFR 570.503, Grantee may suspend or terminate this Agreement in whole or in part if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referenced herein, and Grantee may declare the Subrecipient ineligible for any further participation in Grantee’s contracts, in addition to other remedies provided by law. In the event Grantee has probable cause to believe Subrecipient is not in compliance with any applicable rules, regulations, or provisions of this Agreement, Grantee may withhold payment of any funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance. In the event Subrecipient fails to perform within the times provided in Exhibit C, or otherwise fails to comply with this Agreement, and correction is not made within twenty-one (21) days of written notice from Grantee’s representative to Subrecipient to cure such failure or default, Grantee may terminate this Agreement. All funds disbursed under this Agreement shall be returned to Grantee by Subrecipient within thirty (30) days of termination.

Upon expiration or termination of this Agreement for any reason, the Subrecipient shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Subrecipient’s final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

9. **Duration; Obligations Subject to Receipt of Grant Funds:**

   A. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on January 1, 2019 and ending on December 30, 2019. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Subrecipient in accordance with all requirements and terms of this Agreement.

   B. This Agreement may be renewed by written amendment for one additional term of one (1) year, for a maximum total of two (2) years.
C. The obligation of the County to pay the amounts provided for in Exhibit B is subject to and conditioned upon the continued receipt of funds pursuant to the Grant.

10. **Notices:** All notices or written communications required or permitted herein shall be deemed to have been given when received if hand-delivered, or when deposited in the U.S. mail, postage paid, and addressed as follows:

If mailed to Subrecipient:
- Tammy Greer, Executive Director
- Gulfcoast Legal Services, Inc.
- 501 First Avenue North, Suite 420
- St. Petersburg, FL 33701

If by hand-delivery to Subrecipient:
- Tammy Greer, Executive Director
- Gulfcoast Legal Services, Inc.
- 501 First Avenue North, Suite 420
- St. Petersburg, FL 33701

If mailed to Grantee:
- Director
- Manatee County Redevelopment and Economic Opportunity Department
- P.O. Box 1000
- Bradenton, Florida 34206

If by hand-delivery to Grantee:
- Director
- Manatee County Administration Building
- Redevelopment and Economic Opportunity Department
- 1112 Manatee Avenue West, 3rd Floor
- Bradenton, Florida 34205

Notice of termination or withholding payment shall be served by certified or registered mail, return receipt requested, or by hand-delivery. Either party may provide written notice to the other party of a change of address for delivery of notices, which will take effect upon receipt.

11. **Assignability:** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee.

12. **Amendments:** This Agreement, along with all exhibits and attachments which are hereby incorporated as a part of this Agreement, may not be modified, amended, or extended orally. This Agreement may be amended only by written agreement executed by the governing boards of both parties, except that Grantee representative may approve adjustments between line item amounts provided in Exhibit B and the schedule provided in Exhibit C that do not change the Program, exceed the amount funded by the Grantee, or extend the ultimate completion date.
13. **Severability:** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs here, but shall be confined solely to the paragraph involved in such decision.

14. **Headings:** All articles and descriptive headings of paragraphs in this Agreement and its exhibits and attachments are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

15. **Authority to Execute:** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement, and that the execution of this Agreement has been authorized by the parties' authorized representative.

16. **Catastrophic Events:** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

17. **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Subrecipient and any providers of promotional, advertising or other services, or goods, purchased by the Subrecipient. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, Subrecipient, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

18. **Construction:** This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

19. **Waivers:** Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

20. **Governing Law: Venue:** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.
21. **Remedies:** Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

22. **Attorney's Fees and Costs:** Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation rising under this Agreement.

23. **Effective Date:** This Agreement shall take effect as of the date set forth above.

     [signature page to follow]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES:

Sign Name: Tara Meyer
Print Name: Tara Meyer

Sign Name: Emely Laporte
Print Name: Emely Laporte

SUBRECIPIENT:

By: Tammy Greer
Print Name: Tammy Greer,
Executive Director

DUNS #: 151880432000
Email: tgreer@gulfcoastlegal.org

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners
By: Geraldine C. Lopez, Director,
Redevelopment and Economic
Opportunity Department (per
Resolution R-18-114)

Date of Execution: 2/28/19
EXHIBIT A

SUBRECIPIENT'S PROGRAM

1. For the purposes of this Agreement, the Housing Preservation Program will provide low-to moderate-income residents fair housing education (minimum class size of 5 required) and legal services on fair housing or other housing related issues. Outreach locations and dates must be approved in advance by County staff. Clients must be income-qualified in advance of receiving services, with oversight (income qualification documentation must be submitted to County in advance of services) from County staff.

2. Subrecipient shall concentrate services in the R/ECAPs (map attached) located in unincorporated Manatee County, Florida. Service hours may vary based on site location and Subrecipient determination.

3. Subrecipient shall ensure that an unbiased environment is maintained throughout the term of this agreement.

4. OUTCOME MEASUREMENTS:
   a. Subrecipient will monitor and measure the following outcomes and report them quarterly.
      i. Of the approximately 25 residents who receive further legal services (after receiving simple legal advice), 70% will have a positive outcome to their case.
      ii. Residents attending the fair housing community presentations will be surveyed at the end of the presentation. At least 90% of those residents in attendance will report improved knowledge of rights and responsibilities of housing law and the availability of legal aid services.

5. Subrecipient shall ensure the provision of an adequate facility for the administration of program services to participants. The facility must allow for accessibility and accommodation of participants, including individuals of the special needs population. Subrecipient shall ensure the provision of a full-time office, operative during regular business hours and the availability of services for special needs population at any location deemed most appropriate for the participants.

6. Subrecipient shall provide a reasonable accommodation to participants who may encounter language and/or communication barriers (i.e., language interpreters, assistance to the hearing impaired, etc.).
EXHIBIT B

PAYMENTS

1. County shall pay a maximum of Seventy-Six Thousand and 00/100 Dollars ($76,000.00) to the Subrecipient for the Housing Preservation Program. Subrecipient shall accept that amount toward the cost of providing low- to moderate-income residents fair housing education and legal services on housing related issues, with priority given to fair housing issues.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Materials</td>
<td>$ 750.00</td>
</tr>
<tr>
<td>Educational Outreach</td>
<td>$ 3,500.00</td>
</tr>
<tr>
<td>Legal Services</td>
<td>$71,750.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$76,000.00</strong></td>
</tr>
</tbody>
</table>

2. Subrecipient shall be responsible for covering the administrative and staff costs for the program.

3. Subrecipient shall provide a request for payment by the 15\textsuperscript{th} of the month which shall include:

   a. A completed Request for Payment form (Attachment B1).
   
   b. A summary detailing the support documentation of the payment request.
   
   c. An invoice on agency letterhead summarizing the payment request.

4. An estimated Final Payment Request will be due during the first week in September of each year. The required documentation of those expenses does not have to be provided to the County at such time. Within fifteen (15) calendar days of the end of the program year, the Subrecipient shall render all actual final expenses and required documentation of said expenses. County shall not be responsible for the payment of any charges, claims, or demands of the Subrecipient not received within said fifteen (15) day period.

5. County shall have no obligation to pay Subrecipient any sum in excess of the Funds received for making payments under this Agreement. If County is required to repay any Funds paid under this Agreement, Subrecipient shall repay the Funds or reimburse County if County has repaid the Funds.

6. As services under this Agreement are performed under a unit cost basis, documentation for payment, cost-reimbursement or indirect costs are not applicable.

7. The County may disapprove requests for payment which are not consistent with the terms of this Agreement.
Attachment B1

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
COMMUNITY DEVELOPMENT BLOCK GRANT
REQUEST FOR PAYMENT

SUBRECIPIENT: Gulfcoast Legal Services, Inc.

PROJECT/PROGRAM NAME: Housing Preservation Program

PAYMENT REQUEST FOR MONTH OF:

SECTION 1: REQUEST FOR PAYMENT

<table>
<thead>
<tr>
<th>REQUEST THIS PERIOD</th>
<th>TOTAL FUNDING</th>
<th>REQUESTED YEAR-TO-DATE</th>
<th>BALANCE OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$ 76,000.00</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

SECTION 2: CLIENT SERVICES

<table>
<thead>
<tr>
<th>UNIT COST</th>
<th>UNIT CONTRACT TOTAL</th>
<th>Y-T-D TOTAL PRIOR</th>
<th>TOTAL THIS PERIOD</th>
<th>TOTAL Y-T-D</th>
<th>% OF PLAN ACHIEVED</th>
<th>% OF TIME ELAPSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Services $133.00/hour</td>
<td>539 hrs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Outreach $133.00/hour</td>
<td>26 hrs.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Educational Materials $750.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: SUPPORTING DOCUMENTATION

Attach:
1. Invoice on agency letterhead for the payment request.
2. Summary of support documentation for the payment amount being requested.

PREPARED BY: _______________________________ DATE _______________________________
I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: __________________________________ DATE: ________________

Please Make Check Payable to: __________________________________
Please Submit to: _____________________________________________

DO NOT WRITE BELOW THIS LINE

CDBG CONTRACT MANAGER: ______________________________ DATE: ________________
EXHIBIT C

TIME FOR PERFORMANCE

1. Progress in implementation of services under this Agreement shall be measured against the following levels of accomplishments:

   a. Subrecipient will use the grant to provide low-to moderate-income residents fair housing education and legal services on fair housing related issues, over the period of February 1, 2019 to January 30, 2020.

   b. It is anticipated that the Subrecipient will serve approximately 85 persons over the agreement period.

2. County’s contract representative may accept variances in the level of service and shall be responsible for advising Subrecipient if it appears that Subrecipient is not in substantial compliance with this Agreement or if at any time Subrecipient has failed any requirement placed on County related to the funds.

3. Subrecipient will complete and submit Monthly Progress Reports (Attachment C1) to the County by the 15th of each month. These progress reports will be in the format required by the County that will include a comparison of the actual number of clients served versus the proposed number of clients served for the preceding month. The report also identifies any obstacles encountered and the efforts made to overcome identified obstacles.

4. Subrecipient will complete and submit Quarterly Demographic Reports (Attachment C2) to the County. The Reports will be in the format required by the County and will report the necessary data as required in “Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs”, published in the Federal Register on March 7, 2006. The County is beginning to track clients that reside in one of the R/ECAPS, as reflected in the demographic report. Please refer to the map toward the end of the agreement for the R/ECAPs and their census tracts.

5. Subrecipient will complete and submit Quarterly Results First Report (Attachment C3) to the County. The Subrecipient shall track and report program outcome results, as identified in Exhibit A, item 4, for the clients served during the quarter.
Attachment C1

MANATEE COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT
Monthly Progress Report

The following questions should be answered to the best of your ability and in the order listed. Each question should be used as headings for your answers.

1. List the original number of people/households served or benchmarks for this program and describe the extent to which they were achieved for each activity (found in the Agreement) during this reporting period.

2. Please include the following information for each household served this month: Fair Housing issue addressed, qualifying income limit (Very Low, Low, or Moderate), and positive result achieved within the R/ECAP area.

3. Please attach the sign-in sheet for any Informational Outreach Programs conducted this month and the pre and post survey results.

4. Do you feel the program is on track to meet the scope of services contracted with the County? Please describe.

5. Describe any obstacles or challenges met in conducting your Information Outreach program.

6. Describe any obstacles or challenges met in conducting your legal services pertaining to Fair Housing issues.

7. What have you done to attempt to overcome any obstacles/challenges?

8. Describe any apparent gaps in service you have encountered in implementing your program, if any.

9. Describe the efforts being made to reach clients that may have Fair Housing issues in the R/ECAP area.

10. Describe the efforts being made to make potential clients aware of your Information Outreach program. (Please attach any printed materials relating to the program, such as press releases or news articles, etc.)
Attachment C2

MANATEE COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT
Quarterly Demographic Report

Subrecipient

Program

Date

Contact Person Phone

Certification by Board Chair: I certify that to the best of my knowledge and belief this report is correct, complete, and accurately reflects the current status of this approved CDBG project.

Name Title

Signature Date

Quarterly Demographic Report Due Dates

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter</td>
<td>10/1 - 12/30</td>
</tr>
<tr>
<td>2nd Quarter</td>
<td>1/1 - 3/31</td>
</tr>
<tr>
<td>3rd Quarter</td>
<td>4/1 - 6/30</td>
</tr>
<tr>
<td>4th Quarter</td>
<td>7/1 - 9/30</td>
</tr>
</tbody>
</table>

Reviewed By (County Staff) Date

Reporting Date
<table>
<thead>
<tr>
<th>Racial &amp; Ethnicity Data</th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African American</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian or Other Pacific Islander</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African American &amp; White</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; Black/African</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>American American</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Multi-Racial</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Total

<table>
<thead>
<tr>
<th>Income Data</th>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low Income (0-30% AMI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Very Low Income (31-50% AMI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Income (51-80% AMI)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Total

<table>
<thead>
<tr>
<th>Other Demographic Data</th>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Female Headed-Households</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled/Special Needs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R/ECAP Clients</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

*****Totals for lines 1, 2, and 3 must match.*****
FINANCIAL INFORMATION SUMMARY REPORT

FINANCIAL:

Total amount of CDBG funds awarded for this fiscal year. $____________

Total amount of CDBG funds expended this Quarter. $____________

Total amount of CDBG funds expended in previous quarter(s). $____________

Remaining CDBG funds. $____________

OTHER FUNDS: (other funds used in CDBG project - whether federal, state, local or private)

Total amount of other funds this Quarter $___________ Year-to-date $________________________
# Results First Quarterly Report

**Subrecipient Name:**

**Project Name:**

**Agency Contact:**

**Phone #**

**Email Address:**

| Target Information: Target Statement: | Of the ____ clients anticipated to be served by the program during the fiscal year:
|--------------------------------------|--------------------------------------------------|
|                                      | a. _____ will achieve
|                                      |   ____________________________________________|
|                                      |   ____________________________________________|
|                                      | b. _____ will achieve
|                                      |   ____________________________________________|

<table>
<thead>
<tr>
<th>Target Issues Identified:</th>
<th>Please list any issues you have encountered to date.</th>
</tr>
</thead>
</table>

| Target Milestones achieved this quarter: | ____ clients have been served by this program
|------------------------------------------|__________________________________________|
|                                          | ____ clients have met target
|                                          | _________________________________________|
|                                          | ____ clients are making progress toward the target
|                                          | _________________________________________|
|                                          | ____ clients have met the following milestones
|                                          | _________________________________________|
|                                          | ____ clients have not met the following milestones
|                                          | _________________________________________|

<table>
<thead>
<tr>
<th>Target Milestones planned for the quarter, but not achieved:</th>
<th>Please state the milestone planned and not achieved and list the reason why not.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>____________________________________________________________________________</td>
</tr>
<tr>
<td></td>
<td>What will you do differently to achieve the target?</td>
</tr>
<tr>
<td></td>
<td>____________________________________________________________________________</td>
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<td>____________________________________________________________________________</td>
</tr>
</tbody>
</table>

| Questions or concerns for discussion: | |
|---------------------------------------| |

<table>
<thead>
<tr>
<th>Successes:</th>
<th>Attach a brief project success story to your report.</th>
</tr>
</thead>
</table>

**Date Received:**

**Received By:**

**Program Year:**

**Quarter:**
EXHIBIT D

GENERAL CONDITIONS

1. Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program’s National Objectives - 1) benefit low/moderate income clients, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

2. Because the Program by Subrecipient is funded in part by the Community Development Block Grant (CDBG) program, Subrecipient shall upon request by County’s Representative require that an acknowledgment and release be signed by clients receiving services (and by parent or guardian for minor children) for such Subrecipient records which may be required by the County for purposes of monitoring and evaluating services that may be public records under Chapter 119, Florida Statutes.

3. Income eligibility will be determined for the beneficiaries of the program. If beneficiary is qualifying under the Limited Clientele category, activities must meet one of the following tests:

   a. Benefit a clientele that is generally presumed to be principally LMI. This presumption covers abused children, battered spouses, elderly clients, severely disabled adults, homeless clients, illiterate adults, clients living with AIDS and migrant farm workers; or

   b. Require documentation on family size and income in order to show that at least 51 percent of the clientele are LMI (see Attachment D1); or

   c. Have income eligibility requirements limiting the activity to LMI clients only. (see Attachment D1).

4. All forms referenced in this Agreement, not attached hereto, shall be provided or approved by County’s Representative and shall be completed and submitted by Subrecipient to County.

5. A representative of Subrecipient who is familiar with this Agreement and the Subrecipient’s services shall, when reasonably possible, attend and participate in meetings regarding the CDBG funding, as requested by County.

6. Subrecipient shall include the words “Funded in part by the Manatee County Community Development Block Grant program” in press releases, promotional materials, advertising or publicity about the Program funded under this Agreement.

7. Subrecipient shall furnish County with all additional information, records, reports and data as may be required by HUD or County pertaining to matters of this Agreement.
8. County shall have the right to monitor and evaluate all aspects of activities carried out by Subrecipient. The reports and information submitted by Subrecipient pursuant to this Agreement, and site visits of Subrecipient by the County, shall be considered in the evaluation.

9. Subrecipient shall employ sufficient staff to provide the services in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Subrecipient.

10. If indirect costs are funded in the budget (Exhibit B (1)(a)), such indirect costs charged must be consistent with the conditions of Exhibit E (2)(C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendment to this budget must be approved in writing by the Grantee and the Subrecipient.

11. **Public Records:** By accepting award of this Agreement, Subrecipient acknowledges that the portion of its books and records related to its contracting activities with County may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Accordingly, Subrecipient shall:

   a. Keep and maintain public records required by the County to perform the service.
   b. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to the County.
   d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Subrecipient or keep and maintain public records required by the County to perform the service. If Subrecipient transfers all public records to the County upon completion of the Agreement, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient keeps and maintains public records upon completion of the Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

**IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING**
12. Reversion of assets [24 CFR 570.503 (b)(7)]: Upon expiration of the agreement, 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. It shall also include provisions designed to ensure that 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) in excess of $25,000 is either:

(a) Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

(b) Not used in accordance with paragraph 12(a) of this section, in which event the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)


13. **Health Insurance Portability and Accountability Act (HIPAA):** To the extent Subrecipient is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Subrecipient shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Program provided hereunder. In conformity therewith, Subrecipient shall:

a. Not use or further disclose PHI except as permitted under this Agreement or required by law;

b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;

c. Mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of PHI by Subrecipient except as permitted by this Agreement.

d. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.
e. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Subrecipient's compliance with HIPAA.

Subrecipient, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with the HIPAA during its association with County. Subrecipient will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to HIPAA. Subrecipient will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations. Subrecipient will ensure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Subrecipient will assume all expense for such training.

Notwithstanding any other provision of this Agreement, Subrecipient agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Subrecipient, its agents or employees. In addition to the foregoing, to the extent Subrecipient is a HIPAA Covered Entity or Business Associate, Subrecipient must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County’s request, copies of same.
**Attachment D1**

Manatee County

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
INCOME LIMITS
2018-2019

Effective June 1, 2018

Below are the income guidelines for the Sarasota-Bradenton Metropolitan Statistical Area:

Manatee County Median Income: $70,300

<table>
<thead>
<tr>
<th></th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
<th>5 Person</th>
<th>6 Person</th>
<th>7 Person</th>
<th>8 Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>30% Very Low</td>
<td>$14,800</td>
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<tr>
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<td>$60,750</td>
<td>$65,250</td>
<td>$69,750</td>
<td>$74,250</td>
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</tbody>
</table>

**Please Note:** These income limits are subject to change and will be provided as new income limits are released by HUD.
EXHIBIT E

ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT REQUIREMENTS

Subrecipient shall comply with all applicable requirements provided herein.

1. General Conditions

1. A. General Compliance

Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants). The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. B. Workers’ Compensation

Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

3. C. Insurance and Bonding

Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

2. Administrative Requirements

A. Financial Management

1) Accounting Standards

Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred.

2) Cost Principles

Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, “Uniform Administrative Requirements for
Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

B. Documentation and Record-Keeping

1) Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2) Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involves any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
4) Property Records

The Subrecipient shall maintain real property inventory records which shall clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the changes in use restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.

5) Close-Outs

The Subrecipient’s obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall 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 the Grantee), and determining the custodianship of records.

6) Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, OMB Circular A-133. [NOTE: For governmental Subrecipient, the citation would be OMB Circular A-128.]

C. Reporting and Payment Procedures

1) Program Income

The Subrecipient shall report monthly, all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.
2) **Indirect Costs**

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3) **Progress Reports**

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. **Procurement**

1) **OMB Standards**

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 570.502.

2) **Travel**

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

3. **Relocation, Property Acquisition, and One-For-One Housing Replacement**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to clients (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project or program. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of clients from their residences.

4. **Personnel and Participant Conditions**

A. **Civil Rights**

1) **Compliance**

The Subrecipient agrees to comply 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 1 of the Housing and Community Development Act of

2) **Nondiscrimination**

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of the nondiscrimination clause.

3) **Land Covenants**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for 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, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) **Section 504**

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
B. Affirmative Action

1) Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order of 11246 of September 24, 1965. The Grantee 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 award of funds.

2) MBE/WBE

The Subrecipient shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term “minority and female business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The Subrecipient shall 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.

5) 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.
6) **Subcontract Provisions**

The Subrecipient shall include the provisions of Paragraphs X A, Civil Rights and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

**C. Employment Restrictions**

1) **Prohibited Activity**

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2) **Labor Standards**

The Subrecipient agrees to comply with the requirements of the secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standard Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

**D. Section 3 Clause**

All Section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
1. 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 clients, particularly clients who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD’s regulations in 24 CFR 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.

3. The contractor agrees to send 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 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.

4. The contractor agrees to include this 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 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 CFR part 135.

5. 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 clients 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.

6. 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.

7. 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).

E. Conduct

1) Hatch Act

The Subrecipient agrees 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 United States Code.

2) Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

3) Lobbying

The Subrecipient hereby certifies that:

a. 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;

b. 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 a Federal contract (including this Agreement), grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL. “Disclosure Form to Report Lobbying,” in accordance with its instructions;

c. It will require that the language of paragraph (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

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.) Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

5.) Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Environmental Conditions

A. Air and Water

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

1) Clean Air Act, 42 U.S.C., 7401, et seq.
2) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq, as amended, 1318 relating to inspection, monitoring, entry, reports, and
information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation


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.

11. Any “Other Program Requirements” covered under 24 CFR 570, Subpart K, that are not specifically addressed in this Agreement, as applicable.
EXHIBIT F

Attach Subrecipient’s Certificate of Insurance
# AGENCY NAME

SAMPLE- IF NEEDED FOR TYPE OF PROGRAM

CDBG - FT XX/XX - Program* - ______________________________________

Lead Instructor/Counselor: ______________________________________

Date: ________________ Time: ________________ Topic: ________________

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Subtotal Hours

X Rate – $ 0.00

Total for Reimbursement $ ____________________

* Supporting Documentation Required ________________________________
LAND USE RESTRICTION AGREEMENT
AND DEED RESTRICTIONS
FOR EDUCATIONAL CONSULTANTS CONSORTIUM, INC.
ANNA E. GAYLE RESOURCE CENTER ROOFING PROJECT

THIS LAND USE RESTRICTION AGREEMENT AND DEED RESTRICTIONS
(hereinafter Agreement) is made and entered into by and between the County of
Manatee, a County existing by and under the laws of the State of Florida (hereinafter
referred to as the "County") and Educational Consultants Consortium, Inc., a Non-Profit
Agency existing under the laws of the State of Florida (hereinafter referred to as the
"Owner").

RECATALS

WHEREAS, the Owner owns certain land described in Attachment "A" attached
hereto and incorporated herein by reference, hereinafter referred to as the "Property"; and

WHEREAS, Owner will be receiving Community Development Block Grant Funds
pursuant to an agreement between Owner and County dated the 28th day of February
2019; and

WHEREAS, the Owner has agreed to comply with certain use restrictions as
provided in the Construction Funding Agreement; and

WHEREAS, the County has provided Community Development Block Grant
funding for roof replacement at an existing community resource center located at 2112
3rd Avenue East, Palmetto, Florida.

NOW, THEREFORE, in consideration of the above premises and other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
the parties agree as follows:

1. Owner agrees to use the Property solely as a community resource center
for low- and moderate-income qualified residents of Manatee County.

2. The limitation on use provided above shall remain in full force and effect for
a period of five (5) years after Certificate of Completion issuance, pursuant to the
Construction Funding Agreement.

3. The Owner shall, for the term of this agreement, submit an Annual Report
to the Manatee County Redevelopment and Economic Opportunity Department. Said
report shall be submitted in accordance with the schedule established by the County
providing such documents and certifications as may be required to determine compliance with this Agreement. In addition, County reserves the right to periodically monitor Owner's compliance with the requirements of this Agreement. In conducting its compliance review, County will rely primarily on information obtained from owner's records and reports, including those prepared for other governmental agencies, findings from on-site monitoring and audit reports. County may consider relevant information gained from other sources, including litigation and citizen complaints.

4. Owner covenants and agrees that Owner will not lease, convey, or encumber the Property without the consent of the County while the restrictions provided herein remain in effect.

5. If Owner defaults in the performance of any obligation under the Construction Funding Agreement or restrictions set forth herein, and if such default remains uncured for a period of one hundred twenty (120) days after written notice thereof has been given by County, County shall be entitled to apply to any court having jurisdiction of the subject matter for specific performance of this Agreement, for the appointment of a receiver or successor to take over and operate the Property in accordance with the terms of this Agreement, or for such other relief, including monetary, as may be appropriate and as such court deems just, equitable, and reasonably required to effectuate the terms of this Agreement.

6. Owner represents and warrants to County:

   a. Owner has validly executed this Agreement and the same constitutes the binding obligation of the owner. Owner has full power, authority and capacity to enter into this Agreement, to carry out the Owner's obligations as described in this Agreement, and to assume responsibility for compliance with all applicable local, state, and federal rules and regulations.

   b. To the best of Owner's knowledge, the making of this Agreement and the Owner's obligations hereunder:

      i. will not violate any contractual covenants or restrictions between Owner or any third party, or affecting the Property;
      ii. will not conflict with any of the instruments that create or establish Owner's authority;
      iii. will not conflict with any applicable public or private restrictions;
      iv. do not require any consent or approval of any public or private authority which has not already been obtained; and
      v. are not threatened with invalidity or unenforceability by any action, proceeding, or investigation, pending or threatened, by or against Owner without regard to capacity, any person with whom Owner may be jointly or severally liable, or the Property or any part thereof.

   c. There is no litigation pending or proceeding known or, to the best of Owner's knowledge, threatened against Owner which, if adversely determined, could individually or in the aggregate have an adverse
affect on title to or the use and enjoyment or value of the Property, or any portion thereof, or which could in any way interfere with the consummation of this Agreement.

d. There is not pending or, to Owner's best knowledge, threatened against Owner any case or proceeding or other action in bankruptcy, whether voluntary or otherwise, any assignment for the benefit of creditors, or any petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for Owner under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy, insolvency, or relief from debtors.

7. Notices required to be given by this Agreement shall be in writing, by certified mail through the United States Postmaster, with copies to be mailed as set forth below. Required certified mail shall also have return receipt requested, addressed to the persons and places specified for giving notice below. Revisions to the names or addresses of those parties to receive notice may be made by either party by providing notice to the other party as provided herein. This in no way impacts the requirement to provide notice to the Board of County Commissioners and to the County Attorney in the manner outlined above.

Notice shall be forwarded to the following:

For the County:  Chairman Manatee County Board of County Commissioners
                 1112 Manatee Avenue West
                 Post Office Box 1000
                 Bradenton, Florida  34206-1000

With copies by U.S. mail to:  Office of the County Attorney
                               Manatee County Government
                               1112 Manatee Avenue West
                               Post Office Box 1000
                               Bradenton, Florida  34206-1000

                     Director
                     Manatee County
                     Redevelopment and Economic
                     Opportunity Department
                     1112 Manatee Avenue West
                     Post Office Box 1000
                     Bradenton, Florida  34206-1000

For the Owner:  Barbara Harvey, Executive Director
                Educational Consultants Consortium, Inc.
                5719 Hevena Court
                Palmetto, FL  34221

8. The Owner and County agree that both parties have played an equal and reciprocal part in the drafting of this Agreement and, therefore, no provisions of this
Agreement shall be construed by any court or other judicial authority against any party hereto because such party is deemed to have drafted or structured such provisions.

9. This Agreement shall be construed, and the rights and obligations of the County and Owner hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Manatee County, Florida, unless prohibited by law.

10. In any litigation between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover all fees and costs incurred in such litigation, including reasonable attorneys' fees, through appeal if necessary.

11. This Agreement shall be recorded in the Public Records of Manatee County, Florida, by the County at the expense of the County prior to the release of any funds under the Construction Funding Agreement. This Agreement shall run with the land and shall be binding on both parties, their heirs, successors, and assigns upon recording. Certified copies of the recorded documents shall be provided to the Owner within ten (10) days of receipt of the recorded Agreement.

IN WITNESS WHEREOF, the Owner has read and understands the terms set forth and agrees to meet the obligations contained herein by execution of this agreement, in duplicate.

WITNESSES

Sign Name: Carmen Ruiz
Print Name: Carmen Ruiz

Sign Name: Deborah Ash
Print Name: Deborah Ash

OWNER

By: Barbara Harvey
Print Name: Barbara Harvey
Executive Director
Educational Consultants Consortium
Phone Number: 941-592-3669
E-Mail: barboraharvey13@aol.com
DUNS#: 076840714

COUNTY OF MANATEE, FLORIDA

By: Geraldine C. Lopez, Director
Redevelopment and Economic Opportunity Department
(per Resolution R-18-114)

Date of Execution: 2/20/19
Attachment A

Legal Description

Real property located at 2112 3rd Avenue East, Palmetto, Florida that is generally described as:

LOT 13 BARKERS RESUB Pt#13235.0000/7
LAND USE RESTRICTION AGREEMENT
AND DEED RESTRICTIONS
FOR MANATEE COUNTY HOUSING AUTHORITY
NOSO REHABILITATION PROJECT

THIS LAND USE RESTRICTION AGREEMENT AND DEED RESTRICTIONS
(hereinafter Agreement) is made and entered into by and between the County of
Manatee, a County existing by and under the laws of the State of Florida (hereinafter
referred to as the "County") and the Manatee County Housing Authority, a political
subdivision of the State of Florida (hereinafter referred to as the "Owner").

RECATALS

WHEREAS, the Owner owns certain land described in Attachment "A" attached
hereto and incorporated herein by reference, hereinafter referred to as the "Property";
and

WHEREAS, Owner will be receiving Community Development Block Grant
Funds pursuant to an agreement between Owner and County dated the 20th day of
February, 2019; and

WHEREAS, the Owner has agreed to comply with certain use restrictions as
provided in the Construction Funding Agreement; and

WHEREAS, the County has provided Community Development Block Grant
funding for the rehabilitation of two duplex units located at 5743 and 5745 8th Street
Court East, Bradenton, Florida.

NOW, THEREFORE, in consideration of the above premises and other good and
valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
the parties agree as follows:

1. Owner agrees to use the Property solely as affordable housing to low- and
moderate-income qualified persons.

2. The limitation on use provided above shall remain in full force and effect
for a period of five (5) years after Certificate of Occupancy/Completion issuance,
pursuant to the Construction Funding Agreement.

3. The Owner shall, for the term of this agreement, submit an Annual Report
to the Manatee County Redevelopment and Economic Opportunity Department. Said
report shall be submitted in accordance with the schedule established by the County
providing such documents and certifications as may be required to determine
compliance with this Agreement. In addition, County reserves the right to periodically
monitor Owner's compliance with the requirements of this Agreement. In conducting its compliance review, County will rely primarily on information obtained from owner's records and reports, including those prepared for other governmental agencies, findings from on-site monitoring and audit reports. County may consider relevant information gained from other sources, including litigation and citizen complaints.

4. Owner covenants and agrees that Owner will not lease, convey, or encumber the Property without the consent of the County while the restrictions provided herein remain in effect.

5. If Owner defaults in the performance of any obligation under the Construction Funding Agreement or restrictions set forth herein, and if such default remains uncured for a period of one hundred twenty (120) days after written notice thereof has been given by County, County shall be entitled to apply to any court having jurisdiction of the subject matter for specific performance of this Agreement, for the appointment of a receiver or successor to take over and operate the Property in accordance with the terms of this Agreement, or for such other relief, including monetary, as may be appropriate and as such court deems just, equitable, and reasonably required to effectuate the terms of this Agreement.

6. Owner represents and warrants to County:

a. Owner has validly executed this Agreement and the same constitutes the binding obligation of the owner. Owner has full power, authority and capacity to enter into this Agreement, to carry out the Owner's obligations as described in this Agreement, and to assume responsibility for compliance with all applicable local, state, and federal rules and regulations.

b. To the best of Owner's knowledge, the making of this Agreement and the Owner's obligations hereunder:

   i. will not violate any contractual covenants or restrictions between Owner or any third party, or affecting the Property;
   ii. will not conflict with any of the instruments that create or establish Owner's authority;
   iii. will not conflict with any applicable public or private restrictions;
   iv. do not require any consent or approval of any public or private authority which has not already been obtained; and
   v. are not threatened with invalidity or unenforceability by any action, proceeding, or investigation, pending or threatened, by or against Owner without regard to capacity, any person with whom Owner may be jointly or severally liable, or the Property or any part thereof.

c. There is no litigation pending or proceeding known or, to the best of Owner's knowledge, threatened against Owner which, if adversely determined, could individually or in the aggregate have an adverse affect on title to or the use and enjoyment or value of the Property, or
any portion thereof, or which could in any way interfere with the consummation of this Agreement.

d. There is not pending or, to Owner's best knowledge, threatened against Owner any case or proceeding or other action in bankruptcy, whether voluntary or otherwise, any assignment for the benefit of creditors, or any petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for Owner under any present or future federal, state, or other statute, law, or regulation relating to bankruptcy, insolvency, or relief from debtors.

7. Notices required to be given by this Agreement shall be in writing, by certified mail through the United States Postmaster, with copies to be mailed as set forth below. Required certified mail shall also have return receipt requested, addressed to the persons and places specified for giving notice below. Revisions to the names or addresses of those parties to receive notice may be made by either party by providing notice to the other party as provided herein. This in no way impacts the requirement to provide notice to the Board of County Commissioners and to the County Attorney in the manner outlined above.

Notice shall be forwarded to the following:

For the County: Chairman Manatee County Board of County Commissioners
1112 Manatee Avenue West
Post Office Box 1000
Bradenton, Florida 34206-1000

With copies by U.S. mail to: Office of the County Attorney
Manatee County Government
1112 Manatee Avenue West
Post Office Box 1000
Bradenton, Florida 34206-1000

Director
Manatee County
Redevelopment and Economic
Opportunity Department
1112 Manatee Avenue West
Post Office Box 1000
Bradenton, Florida 34206-1000

For the Owner: Willie Calhoun Jr., Executive Director
Manatee County Housing Authority
5631 11th Street East
Bradenton, FL 34203

8. The Owner and County agree that both parties have played an equal and reciprocal part in the drafting of this Agreement and, therefore, no provisions of this Agreement shall be construed by any court or other judicial authority against any party hereto because such party is deemed to have drafted or structured such provisions.
9. This Agreement shall be construed, and the rights and obligations of the County and Owner hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Manatee County, Florida, unless prohibited by law.

10. In any litigation between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover all fees and costs incurred in such litigation, including reasonable attorneys’ fees, through appeal if necessary.

11. This Agreement shall be recorded in the Public Records of Manatee County, Florida, by the County at the expense of the County prior to the release of any funds under the Construction Funding Agreement. This Agreement shall run with the land and shall be binding on both parties, their heirs, successors, and assigns upon recording. Certified copies of the recorded documents shall be provided to the Owner within ten (10) days of receipt of the recorded Agreement.

IN WITNESS WHEREOF, the Owner has read and understands the terms set forth and agrees to meet the obligations contained herein by execution of this agreement, in duplicate.

**WITNESSES**

Sign Name: Susan Cayer  
Print Name: Susan Cayer

Sign Name: Carla L. Poppe  
Print Name: Carla L. Poppe

**OWNER**

By: Willie Calhoun Jr.  
Print Name: Willie Calhoun Jr.  
Executive Director

Manatee County Housing Authority  
Phone Number: 941-756-3974  
E-Mail: Willie.calhoun@manateehousing.com  
DUNS#: 62086546

**COUNTY OF MANATEE, FLORIDA**

By: Geraldine C. Lopez, Director  
Redevelopment and Economic Opportunity Department

Date of Execution: 2/20/19
Attachment A

Legal Description

Real property located at 5743 and 5745 8th Street Court East, Bradenton, FL, that is generally described as:

LOT 13 MEADOR'S SUB PL#57973.1085/0
March 26, 2019

Ms. Debra Dye, Senior Community Planning and Development Representative
U.S. Department of Housing and Urban Development
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Re: Community Development Block Grant
Request for Release of Funds - Manatee County, Florida
Manatee County Washington Park Project

Dear Debra:

Enclosed please find the Request for Release of Funds and Certification form along with appropriate backup documentation for the above referenced project. Please let me know if you need additional information.

Sincerely,

[Signature]

Geraldine C. Lopez
Director, Redevelopment and Economic Opportunity Department

endorses

cc: Chuck Melton, Field Environmental Officer
This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

**Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)**

<table>
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<th>1. Program Title(s)</th>
<th>2. HUD/State Identification Number</th>
<th>3. Recipient Identification Number (optional)</th>
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4. OMB Catalog Number(s) 14-218

5. Name and address of responsible entity
   Manatee County Government
   1112 Manatee Avenue West, Suite 300
   Bradenton, FL 34205

6. For information about this request, contact (name & phone number)
   Bill O'Shea (941) 748-4501, X6858

7. Name and address of recipient (if different than responsible entity)
   U.S. Dept. of Housing and Urban Development
   Jacksonville Field Office

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following:

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<th>9. Program Activity(ies)/Project Name(s)</th>
<th>10. Location (Street address, city, county, State)</th>
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<td>Washington Park Project</td>
<td>and 30th St. E., Palmetto, Manatee County, FL</td>
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11. Program Activity/Project Description

Manatee County Government is proposing to construct an 11.5 acre park on County owned property, located near the intersection of 8th Avenue East and 30th Street East, Palmetto, FL 34221. Improvements include but are not limited to restrooms, pavilions, a playground, playfield, trails, and parking.
**Part 2. Environmental Certification (to be completed by responsible entity)**

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did [ ] did not [✓] require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

[Signature]

Title of Certifying Officer

Director, Redevelopment and Economic Opportunity Department

Date signed

3/26/19

Address of Certifying Officer

1112 Manatee Avenue West, Suite 300, Bradenton, FL 34205

**Part 3. To be completed when any proposed change is requested in the HUD Environmental Review completed in Part 1 and agrees to abide by the special conditions, procedures and requirements of the scope of the project or any change in the terms of the project.**

Signature of Authorized Officer of the Responsible Entity

[Signature]

Warning: HUD will prosecute false statements or omissions constituting civil penalties (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802)

Previous editions are obsolete

form HUD-7015.15 (1/99)
AFFIDAVIT OF PUBLICATION

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Attention:
MC COMMUNITY DEVELOPMENT BLOCK
1112 MANATEE AVE W
BRADENTON, FL 34205

THE STATE OF FLORIDA
COUNTY OF MANATEE

Before the undersigned authority personally appeared CHRISTY HABONY, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida, that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:

1 Insertion(s)

Published On:
March 09, 2019

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for

(Signature of Affiant)

Sworn to and subscribed before me this 11th day of March in the year of 2019

SEAL & Notary Public
"We are putting something between your vote and your vote getting counted," said state Rep. Bob Trammell, leader of the minority state House Democrats, speaking against the bill.

Georgia Democrats have proposed bills in the state legislature this year that would get rid of the state's voter purge system altogether and make a voter's license application have the same effect as a voter application. Neither proposal has received a hearing in the Republican-run legislature.

In Georgia, early voting for state-level office now lasts about three weeks, including a Saturday. An ID is required for in-person voting.

Under Flemming's proposed changes, an "exact-match" voter registration provision would still exist.

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS
9 March 2019
Manatee County Redevelopment and Economic Opportunity Department
1112 Manatee Avenue West, Suite 300
Bradenton, Florida 34205
(941) 748-4501, ext. 6858

This notice shall satisfy two separate but related procedural requirements for activities to be undertaken by Manatee County.

REQUEST FOR RELEASE OF FUNDS
On or after 24 March 2019, the Manatee County, Redevelopment and Economic Opportunity Department will submit a request to the U.S. Department of Housing and Urban Development (HUD) for the release of Community Development Block Grant funding under Title I of the Housing and Community Development Act of 1974, to undertake the following project:

Manatee County Washington Park Project
Construction of an 11.5 acre park on County-owned property located near the intersection of 30th Street East and 52nd Avenue East, Palmetto, FL 34221.

The park elements include but are not limited to: trails, playground, playgrounds, picnicking pavilions, restrooms, parking, and stormwater ponds.

FINDING OF NO SIGNIFICANT IMPACT
Manatee County has determined that this project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the Manatee County, Redevelopment and Economic Opportunity Department, Suite 300, 1112 Manatee Avenue West, Bradenton, Florida 34205, and may be examined or copied weekdays from 8:00 a.m. to 5:00 p.m., excluding holidays.

PUBLIC COMMENTS
Any individual, group, or agency disagreeing with this determination or wishing to comment on the project may submit written comments to Bill O'Shea, Community Development Project Manager at the Manatee County Redevelopment and Economic Opportunity Department, Suite 300, 1112 Manatee Avenue West, Bradenton, Florida 34205, or care of a newspaper of general circulation. Please specify the project to which the comments apply. All comments received by 24 March 2019 will be considered by Manatee County prior to submission of a request for release of funds.

RELEASE OF FUNDS
Manatee County certifies to HUD that Geraldine C. Lopez, in her capacity as Director of the Redevelopment and Economic Opportunity Department and overseer of the Certifying Officer's activities, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related legislative authorities, and allows the named grantee to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS
HUD will accept objections to its release of funds and Manatee County’s certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are one of the following bases:
(a) the certification was not executed by the Certifying Officer of Manatee County; (b) Manatee County has omitted or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58) and shall be addressed to Debra Dye, Senior Community Planning and Development Representative, Jacksonville Field Office, U.S. Department of Housing and Urban Development, Community Planning and Development Division, 400 West Bay Street Suite 1015, Jacksonville, FL 32202. (904) 206-6078. Potential objections should be submitted in writing to the above address.

Geraldine C. Lopez, Director, Redevelopment and Economic
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECPIENT FUNDING AGREEMENT
FOR PUBLIC SERVICES
BETWEEN
MANATEE COUNTY AND
COMMUNITY COALITION ON HOMELESSNESS/TURNING POINTS
FOR THE PROJECT SMILE PROGRAM

This Community Block Grant Subrecipient Funding Agreement for Public Services ("Agreement") is made and entered into as of this 25th day of January, 2019, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as "County" or "Grantee" or "Recipient"), and Community Coalition on Homelessness/Turning Points, a not-for-profit corporation existing under the laws of the State of Florida (hereinafter referred to as "Subrecipient").

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Florida empowered to provide social support services to disadvantaged or at-risk residents of Manatee County, Florida, to promote the general health, safety and welfare; and

WHEREAS, the Subrecipient is a not for profit corporation organized under the laws of the State of Florida for the purpose of providing social support services to disadvantaged or at-risk residents of Manatee County, Florida; and

WHEREAS, the County is the recipient of Community Development Block Grant B-17-UC-12-0018 (hereinafter "the Grant") and the Catalog of Federal Domestic Assistance (CFDA) number for these funds is 14.218; and

WHEREAS, the County desires to use a portion of the Grant for the improvement of the social and economic welfare of its citizens through the provision of projects and services to benefit low and moderate-income clients; and

WHEREAS, the County, as Grantee, by Resolution No. R-18-114 has identified Subrecipient’s Program and approved funding for the implementation of the goals as required by the Grant; and

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of Manatee County, Florida, and serves a valid public purpose, for the County to enter into this Agreement with the Subrecipient to provide funding for the "Program" of services, as further defined herein, to be provided by the Subrecipient to residents of Manatee County.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:
1. **Projects and Services: Relationship:** Subrecipient shall perform or provide or cause to be performed or provided the projects and services described in Exhibit A (the “Program”) in accordance with this Agreement and the provisions of all exhibits and attachments included as a part of this Agreement. In the performance of this Agreement, Subrecipient shall be considered a grantee and shall have no status as an agent or employee of Grantee. The Grantee shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Subrecipient in connection with the Program or for debts or claims accruing to such parties. Subrecipient shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

2. **Payments by Grantee:** Grantee shall provide payments to Subrecipient in an amount not to exceed Sixty Thousand and 00/100 Dollars ($60,000.00), as provided in Exhibit B. Grantee shall have no obligation to pay Subrecipient any sum of money in excess of the funds received from the Grant for making payments under this Agreement. If the Grantee is required to repay any funds paid under this Agreement, Subrecipient shall repay the funds to or reimburse Grantee if Grantee has repaid such funds.

3. **Time for Performance:** Subrecipient shall provide the Program of services provided for in this Agreement from October 1, 2018 through September 30, 2019.

4. **General Conditions and Additional CDBG Requirements:** Subrecipient’s performance of this Agreement shall comply with the applicable general conditions provided in Exhibit D and the additional Community Development Block Grant requirements outlined in Exhibit E. Grantee has attempted to identify all applicable Grant requirements and will continue to provide technical support to Subrecipient to assist Subrecipient’s compliance with the Grant requirements. In the event there is a conflict between any provision of this Agreement, including the general conditions, and any Grant requirement, Subrecipient shall comply with the Grant requirement. Nothing provided herein shall relieve Subrecipient from its obligation to meet any of the Grant requirements and of the obligation to become informed and knowledgeable of such requirements.

5. **Indemnity:** Subrecipient shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Subrecipient or its employees, or of the subcontractors or its employees, if any. Subrecipient shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Subrecipient shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Subrecipient, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of Subrecipient’s performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Subrecipient at the above
listed address. Upon receipt of notice, Subrecipient, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County’s right to provide its own defense and to recover from Subrecipient attorney’s fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

6. **Insurance** Without limiting any of the other obligations or liabilities of the Subrecipient, the Subrecipient shall, at the Subrecipient’s sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type as set forth in Exhibit F (attach subrecipient’s certificate of insurance). Subrecipient shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include:

   A. Commercial General Liability in an amount not less than $1,000,000 per occurrence and in the aggregate; and

Until such time as the insurance is no longer required, the Subrecipient shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Subrecipient shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. County shall be under no obligation to pay agency for any services provided or for any costs associated with Subrecipient’s Program for any period of time not covered by the insured required under this Agreement.

Subrecipient shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Subrecipient shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County’s representative.

7. **Representatives:** Grantee’s representative shall be the Director of County’s Redevelopment and Economic Opportunity Department or such other employee as may be designated in writing by the County Administrator, who is authorized to administer this Agreement and designate such additional employees as may be required to monitor Subrecipient’s performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. County’s representative shall have such other authority as may be provided for in Exhibit D. Disputes over any provision not satisfactorily resolved with County’s representative shall be referred to the County Administrator or his designee. Within thirty (30) days from the date of execution of this Agreement by both parties, Subrecipient shall provide the County with a list of representatives authorized to act on behalf of Subrecipient. The list of authorized representatives shall be approved by the Subrecipient’s Board of Directors.
8. **Suspension or Termination:** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with 24 CFR 570.503, Grantee may suspend or terminate this Agreement in whole or in part if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referenced herein, and Grantee may declare the Subrecipient ineligible for any further participation in Grantee’s contracts, in addition to other remedies provided by law. In the event Grantee has probable cause to believe Subrecipient is not in compliance with any applicable rules, regulations, or provisions of this Agreement, Grantee may withhold payment of any funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance. In the event Subrecipient fails to perform within the times provided in Exhibit C, or otherwise fails to comply with this Agreement, and correction is not made within twenty-one (21) days of written notice from Grantee’s representative to Subrecipient to cure such failure or default, Grantee may terminate this Agreement. All funds disbursed under this Agreement shall be returned to Grantee by Subrecipient within thirty (30) days of termination.

Upon expiration or termination of this Agreement for any reason, the Subrecipient shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Subrecipient’s final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

9. **Duration; Obligations Subject to Receipt of Grant Funds:**

A. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on October 1, 2017 and ending on September 30, 2018. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Subrecipient in accordance with all requirements and terms of this Agreement.

B. This Agreement may be renewed by written amendment for one additional term of one (1) year, for a maximum total of two (2) years.

C. The obligation of the County to pay the amounts provided for in Exhibit B is subject to and conditioned upon the continued receipt of funds pursuant to the Grant.
10. **Notices:** All notices or written communications required or permitted herein shall be deemed to have been given when received if hand-delivered, or when deposited in the U.S. mail, postage paid, and addressed as follows:

If mailed to Subrecipient: Executive Director  
Community Coalition on Homelessness  
d/b/a Turning Points  
701 17th Avenue West  
Bradenton, FL 34205

If by hand-delivery to Subrecipient: Executive Director  
Community Coalition on Homelessness  
d/b/a Turning Points  
701 17th Avenue West  
Bradenton, FL 34205

If mailed to Grantee: Director  
Manatee County Redevelopment and Economic Opportunity Department  
P.O. Box 1000  
Bradenton, Florida 34206

If by hand-delivery to Grantee: Director  
Manatee County Administration Building  
Redevelopment and Economic Opportunity Department  
1112 Manatee Avenue West, 3rd Floor  
Bradenton, Florida 34205

Notice of termination or withholding payment shall be served by certified or registered mail, return receipt requested, or by hand-delivery. Either party may provide written notice to the other party of a change of address for delivery of notices, which will take effect upon receipt.

11. **Assignability:** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee.

12. **Amendments:** This Agreement, along with all exhibits and attachments which are hereby incorporated as a part of this Agreement, may not be modified, amended, or extended orally. This Agreement may be amended only by written agreement executed by the governing boards of both parties, except that Grantee representative may approve adjustments between line item amounts provided in Exhibit B and the schedule provided in Exhibit C that do not change the Program, exceed the amount funded by the Grantee, or extend the ultimate completion date.

13. **Severability:** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs here, but shall be confined solely to the paragraph involved in such decision.
14. **Headings:** All articles and descriptive headings of paragraphs in this Agreement and its exhibits and attachments are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

15. **Authority to Execute:** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement, and that the execution of this Agreement has been authorized by the parties' authorized representative.

16. **Catastrophic Events:** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

17. **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Subrecipient and any providers of promotional, advertising or other services, or goods, purchased by the Subrecipient. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, Subrecipient, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

18. **Construction:** This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

19. **Waivers:** Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

20. **Governing Law; Venue:** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

21. **Remedies:** Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.
22. Attorney's Fees and Costs: Each party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation rising under this Agreement.

23. Effective Date: This Agreement shall take effect as of the date set forth above.

[signature page to follow]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES:

Sign Name: Mary Pendleton-Brown
Print Name: Mary Pendleton-Brown

SUBRECIPIENT:

By: Adell Erozer
Print Name: Adell Erozer
DUNS #: 101926173
Email: aerozer@tpmanatee.org

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: Geraldine C. Lopez, Director, Redevelopment and Economic Opportunity Department (per Resolution R-18-114)

Date of Execution: 2/5/19
EXHIBIT A

SUBRECIPIENT'S PROGRAM

1. Subrecipient will provide free dental services to income qualified individuals that reside in Manatee County.

1. For the purposes of this Agreement, the Project Smile Project will provide dentures and/or prosthetics to those clients in need of such. Manatee County will pay for dentures, prosthetic devices, and supplies necessary for making such devices; Turning Points shall be responsible for general supply, administrative and staff costs.

2. Subrecipient shall provide Program throughout Manatee County, Florida. Service hours may vary based on site location and Subrecipient determination.

3. Subrecipient shall ensure that an unbiased environment is maintained throughout the term of this agreement.

4. OUTCOME MEASUREMENTS:
   a. Subrecipient will monitor and measure the following outcome and report quarterly:
      i. Dental Patients receiving dentures or prosthetics will be assessed for pain before receiving dentures/prosthetics and 3 months after.
      ii. Each quarter, 12% of Patients will be randomly selected and assessed for pain.
      iii. The goal is that at least 80% of the assessed patients will have a reduction in pain of at least 2 points.

5. Subrecipient shall ensure the provision of an adequate facility for the administration of program services to participants. The facility must allow for accessibility and accommodation of participants, including individuals of the special needs population. Subrecipient shall ensure the provision of a full-time office, operative during regular business hours and the availability of services for special needs population at any location deemed most appropriate for the participants.

6. Subrecipient shall provide a reasonable accommodation to participants who may encounter language and/or communication barriers (i.e., language interpreters, assistance to the hearing impaired, etc.).
EXHIBIT B

PAYMENTS

1. County shall pay a maximum of Sixty Thousand and 00/100 Dollars ($60,000.00) to the Subrecipient for the Project Smile Program. Subrecipient shall accept that amount toward the cost of dentures, dental prosthetic devices, and supplies associated with the making of such oral devices.

2. Subrecipient shall be responsible for covering the administrative and staff costs for the program, and general dental supplies.

3. Subrecipient shall provide a request for payment by the 15th of the month which shall include:

   a. A completed Request for Payment form (Attachment B1).

   b. A summary detailing the support documentation of the payment request.

   c. An invoice on agency letterhead summarizing the payment request.

4. An estimated Final Payment Request will be due during the first week in September of each year. The required documentation of those expenses does not have to be provided to the County at such time. Within fifteen (15) calendar days of the end of the program year, the Subrecipient shall render all actual final expenses and required documentation of said expenses. County shall not be responsible for the payment of any charges, claims, or demands of the Subrecipient not received within said fifteen (15) day period.

5. County shall have no obligation to pay Subrecipient any sum in excess of the Funds received for making payments under this Agreement. If County is required to repay any Funds paid under this Agreement, Subrecipient shall repay the Funds or reimburse County if County has repaid the Funds.

6. As services under this Agreement are performed under a unit cost basis, documentation for payment, cost-reimbursement or indirect costs are not applicable.

7. The County may disapprove requests for payment which are not consistent with the terms of this Agreement.
Attachment B1

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
COMMUNITY DEVELOPMENT BLOCK GRANT
REQUEST FOR PAYMENT

SUBRECIPIENT: Community Coalition on Homelessness/Turning Points

PROJECT/PROGRAM NAME: Project Smiles

PAYMENT REQUEST FOR MONTH OF:

SECTION 1: REQUEST FOR PAYMENT

<table>
<thead>
<tr>
<th>REQUEST THIS PERIOD</th>
<th>TOTAL FUNDING</th>
<th>REQUESTED YEAR-TO-DATE</th>
<th>BALANCE OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$ 60,000.00</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

SECTION 2: CLIENT SERVICES

<table>
<thead>
<tr>
<th>UNIT COST</th>
<th>UNIT CONTRACT TOTAL</th>
<th>Y-T-D TOTAL PRIOR</th>
<th>TOTAL THIS PERIOD</th>
<th>TOTAL Y-T-D</th>
<th>% OF PLAN ACHIEVED</th>
<th>% OF TIME ELAPSED</th>
</tr>
</thead>
</table>

SECTION 3: SUPPORTING DOCUMENTATION

Attach:
1. Invoice on agency letterhead for the payment request.
2. Summary of support documentation for the payment amount being requested.

PREPARED BY: ___________________________ DATE: ____________

I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: ___________________________ DATE: ____________

Please Make Check Payable to: ____________________________________________
Please Submit to: ________________________________________________________

DO NOT WRITE BELOW THIS LINE

CDBG CONTRACT MANAGER ___________________________ DATE ____________
EXHIBIT C

TIME FOR PERFORMANCE

1. Progress in implementation of services under this Agreement shall be measured against the following levels of accomplishments:
   
a. Subrecipient will use the grant to provide dentures, dental prosthetic devices, to income eligible residents of Manatee County, and to pay for supplies necessary to make such oral devices, over the period of October 1, 2018 to September 30, 2019.
   
b. It is anticipated that the Subrecipient will serve approximately 275 persons over the agreement period.

2. County’s contract representative may accept variances in the level of service and shall be responsible for advising Subrecipient if it appears that Subrecipient is not in substantial compliance with this Agreement or if at any time Subrecipient has failed any requirement placed on County related to the funds.

3. Subrecipient will complete and submit Monthly Progress Reports (Attachment C1) to the County by the 15th of each month. These progress reports will be in the format required by the County that will include a comparison of the actual number of clients served versus the proposed number of clients served for the preceding month. The report also identifies any obstacles encountered and the efforts made to overcome identified obstacles.

4. Subrecipient will complete and submit Quarterly Demographic Reports (Attachment C2) to the County. The Reports will be in the format required by the County and will report the necessary data as required in “Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs”, published in the Federal Register on March 7, 2006. The County is beginning to track clients that reside in one of the R/ECAPS, as reflected in the demographic report. Please refer to the map toward the end of the agreement for the R/ECAPs and their census tracts.

5. Subrecipient will complete and submit Quarterly Outcomes Report (Attachment C3) to the County. The Subrecipient shall track and report program outcome results, as identified in Exhibit A, item 4, for the clients served during the quarter.
Attachment C1

MANATEE COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT
Monthly Progress Report

Report for Month of: ______________, 20__

The following questions should be answered to the best of your ability and in the order listed. Each question should be used as headings for your answers.

1. List the original number of people/households served or benchmarks for this program, and describe the extent to which they were achieved for each activity (found in the Agreement) during this reporting period.

2. Do you feel the program is on track to meet the scope of services contracted with the County? Please describe.

3. Describe any obstacles or challenges met in conducting your program.

4. What have you done to attempt to overcome any obstacles/challenges?

5. Describe any apparent gaps in service you have encountered in implementing your program, if any.

6. Describe the efforts being made to make potential clients aware of your program. (Please attach any printed materials relating to the program, such as press releases or news articles, etc.)
MANATEE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
Quarterly Demographic Report

Subrecipient __________________________________________

Program ____________________________________________

Date ________________________________________________

Contact Person ____________________ Phone ________________

Certification by Board Chair: I certify that to the best of my knowledge and belief this report is correct, complete, and accurately reflects the current status of this approved CDBG project.

Name ____________________________________________ Title __________________________

Signature __________________________________________ Date _________________________

Quarterly Demographic Report Due Dates

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter</td>
<td>10/1 - 12/30</td>
</tr>
<tr>
<td>2nd Quarter</td>
<td>1/1 - 3/31</td>
</tr>
<tr>
<td>3rd Quarter</td>
<td>4/1 - 6/30</td>
</tr>
<tr>
<td>4th Quarter</td>
<td>7/1 - 9/30</td>
</tr>
</tbody>
</table>

Reviewed By ___________________________ Date ________________________
(County Staff)

Reporting Date ____________________________
# PROGRAM INFORMATION SUMMARY REPORT

<table>
<thead>
<tr>
<th>Total persons/households served year-to-date</th>
<th>Annual goal</th>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Racial &amp; Ethnicity Data</th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African American</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian or Other Pacific Islander</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African American &amp; White</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; Black/African American</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Multi-Racial</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Income Data</th>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low Income (0-30% AMI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Very Low Income (31-50% AMI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Income (51-80% AMI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Demographic Data</th>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Female Headed-Households</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled/Special Needs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R/ECAP Clients</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Totals for lines 1, 2, and 3 must match.**
FINANCIAL INFORMATION SUMMARY REPORT

FINANCIAL:

Total amount of CDBG funds awarded for this fiscal year. $___________

Total amount of CDBG funds expended this Quarter. $___________

Total amount of CDBG funds expended in previous quarter(s). $___________

Remaining CDBG funds. $___________

OTHER FUNDS: (other funds used in CDBG project - whether federal, state, local or private)

Total amount of other funds this Quarter $___________ Year-to-date $_________________
# Results First Quarterly Report

**Subrecipient Name:**

**Project Name:**

**Agency Contact:**

**Phone #** ____________

**Email Address:**

<table>
<thead>
<tr>
<th>Target Information:</th>
<th>Of the ____ clients anticipated to be served by the program during the fiscal year:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Statement:</td>
<td>a. ____ will achieve ____________________________________________________________________________</td>
</tr>
<tr>
<td></td>
<td>b. ____ will achieve ____________________________________________________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Issues identified:</th>
<th>Please list any issues you have encountered to date.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Target Milestones achieved this quarter:</th>
<th>____ clients have been served by this program</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>____ clients have met target</td>
</tr>
<tr>
<td></td>
<td>____ clients are making progress toward the target</td>
</tr>
<tr>
<td></td>
<td>____ clients have met the following milestones</td>
</tr>
<tr>
<td></td>
<td>____ clients have not met the following milestones</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Milestones planned for the quarter, but not achieved:</th>
<th>Please state the milestone planned and not achieved and list the reason why not.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>What will you do differently to achieve the target?</td>
</tr>
<tr>
<td></td>
<td>____________________________________________________________________________</td>
</tr>
<tr>
<td></td>
<td>____________________________________________________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Questions or concerns for discussion:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Successes:</th>
<th>Attach a brief project success story to your report.</th>
</tr>
</thead>
</table>

**Date Received:**

**Received By:**

17
EXHIBIT D

GENERAL CONDITIONS

1. Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program’s National Objectives - 1) benefit low/moderate income clients, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

2. Because the Program by Subrecipient is funded in part by the Community Development Block Grant (CDBG) program, Subrecipient shall upon request by County’s Representative require that an acknowledgment and release be signed by clients receiving services (and by parent or guardian for minor children) for such Subrecipient records which may be required by the County for purposes of monitoring and evaluating services that may be public records under Chapter 119, Florida Statutes.

3. Income eligibility will be determined for the beneficiaries of the program. If beneficiary is qualifying under the Limited Clientele category, activities must meet one of the following tests:
   a. Benefit a clientele that is generally presumed to be principally LMI. This presumption covers abused children, battered spouses, elderly clients, severely disabled adults, homeless clients, illiterate adults, clients living with AIDS and migrant farm workers; or
   b. Require documentation on family size and income in order to show that at least 51 percent of the clientele are LMI (see Attachment D1); or
   c. Have income eligibility requirements limiting the activity to LMI clients only. (see Attachment D1).

4. All forms referenced in this Agreement, not attached hereto, shall be provided or approved by County’s Representative and shall be completed and submitted by Subrecipient to County.

5. A representative of Subrecipient who is familiar with this Agreement and the Subrecipient’s services shall, when reasonably possible, attend and participate in meetings regarding the CDBG funding, as requested by County.

6. Subrecipient shall include the words "Funded in part by the Manatee County Community Development Block Grant program" in press releases, promotional materials, advertising or publicity about the Program funded under this Agreement.

7. Subrecipient shall furnish County with all additional information, records, reports and data as may be required by HUD or County pertaining to matters of this Agreement.
8. County shall have the right to monitor and evaluate all aspects of activities carried out by Subrecipient. The reports and information submitted by Subrecipient pursuant to this Agreement, and site visits of Subrecipient by the County, shall be considered in the evaluation.

9. Subrecipient shall employ sufficient staff to provide the services in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Subrecipient.

10. If indirect costs are funded in the budget (Exhibit B (1)(a)), such indirect costs charged must be consistent with the conditions of Exhibit E (2)(C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendment to this budget must be approved in writing by the Grantee and the Subrecipient.

11. Public Records: By accepting award of this Agreement, Subrecipient acknowledges that the portion of its books and records related to its contracting activities with County may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Accordingly, Subrecipient shall:

   a. Keep and maintain public records required by the County to perform the service.
   b. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to the County.
   d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Subrecipient or keep and maintain public records required by the County to perform the service. If Subrecipient transfers all public records to the County upon completion of the Agreement, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient keeps and maintains public records upon completion of the Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING
12. Reversion of assets [24 CFR 570.503 (b)(7)]: Upon expiration of the agreement, 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. It shall also include provisions designed to ensure that 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) in excess of $25,000 is either:

(a) Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

(b) Not used in accordance with paragraph 12.(a) of this section, in which event the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)


13. Health Insurance Portability and Accountability Act (HIPAA): To the extent Subrecipient is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Subrecipient shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Program provided hereunder. In conformity therewith, Subrecipient shall:

a. Not use or further disclose PHI except as permitted under this Agreement or required by law;

b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;

c. Mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of PHI by Subrecipient except as permitted by this Agreement.

d. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.
e. Make its internal practices, books, and records relating to the use and disclosure of 
PII available to the Secretary of Department of Health and Human Services for 
purposes of determining County and Subrecipient's compliance with HIPAA.

Subrecipient, its employees and agents are only permitted to use or disclose PHI related to 
treatment of a patient to which they provided care in accordance with the HIPAA during 
its association with County. Subrecipient will compel employees and agents to sign 
acknowledgements of receipt of, and understanding of, all rules and regulations related to 
HIPAA. Subrecipient will also take appropriate disciplinary actions against employees 
and agents who violate HIPAA regulations. Subrecipient will ensure all relevant 
employees and agents will have been instructed in HIPAA compliance prior to performing 
Services related to PHI records. Subrecipient will assume all expense for such training.

Notwithstanding any other provision of this Agreement, Subrecipient agrees to hold 
harmless and indemnify County from any civil or administrative action, fine or penalty 
resulting from a breach of patient privacy by Subrecipient, its agents or employees. In 
addition to the foregoing, to the extent Subrecipient is a HIPAA Covered Entity or Business 
Associate, Subrecipient must enter into a HIPAA business associate agreement with any 
Business Associate or subcontractor which will have access to PHI, and shall provide 
County, upon County's request, copies of same.
Attachment D1

Manatee County

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
INCOME LIMITS
2018-2019

Effective June 1, 2018

Below are the income guidelines for the Sarasota-Bradenton Metropolitan Statistical Area:

Manatee County Median Income: $70,300

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Please Note: These income limits are subject to change and will be provided as new income limits are released by HUD.
EXHIBIT E

ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT REQUIREMENTS

Subrecipient shall comply with all applicable requirements provided herein.

1. General Conditions

   I. A. General Compliance

      Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants). The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. B. Workers’ Compensation

   Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

3. C. Insurance and Bonding

   Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

2. Administrative Requirements

   A. Financial Management

      1) Accounting Standards

         Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred.

      2) Cost Principles

         Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for: Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, “Uniform Administrative Requirements for
Grants and Cooperative Agreements to State and Local Governments, and OMB Circular A-87, would apply."

B. Documentation and Record-Keeping

1) Records to be Maintained

Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2) Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. 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 of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, whichever occurs later.

3) Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
4) **Property Records**

The Subrecipient shall maintain real property inventory records which shall clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the changes in use restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.

5) **Close-Outs**

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall 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 the Grantee), and determining the custodianship of records.

6) **Audits and Inspections**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designee or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, OMB Circular A-133. [NOTE: For governmental Subrecipient, the citation would be OMB Circular A-128.]

C. **Reporting and Payment Procedures**

1) **Program Income**

The Subrecipient shall report monthly, all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth as 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.
2) Indirect Costs

If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3) Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1) OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 570.502.

2) Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

3. Relocation, Property Acquisition, and One-For-One Housing Replacement

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to clients (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project or program. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of clients from their residences.

4. Personnel and Participant Conditions

A. Civil Rights

1) Compliance

The Subrecipient agrees to comply 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 1 of the Housing and Community Development Act of

2) Nondiscrimination

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient shall take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of the nondiscrimination clause.

3) Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for 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, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4) Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
B. Affirmative Action

1) Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping with the principles as provided in President’s Executive Order of 11246 of September 24, 1965. The Grantee 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 award of funds.

2) MBE/WBE

The Subrecipient shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term “minority and female business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3) Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4) Notifications

The Subrecipient shall 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.

5) 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.
6) **Subcontract Provisions**

The Subrecipient shall include the provisions of Paragraphs X A, Civil Rights and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions**

1) **Prohibited Activity**

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2) **Labor Standards**

The Subrecipient agrees to comply with the requirements of the secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standard Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276e) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. **Section 3 Clause**

All Section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
1. 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 clients, particularly clients who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD’s regulations in 24 CFR 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.

3. The contractor agrees to send 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 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.

4. The contractor agrees to include this 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 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 CFR part 135.

5. 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 clients 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.

6. 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.

7. 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).

E. Conduct

1) Hatch Act

The Subrecipient agrees 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 United States Code.

2) Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

3) Lobbying

The Subrecipient hereby certifies that:

a. 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;

b. 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 a Federal contract (including this Agreement), grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

c. It will require that the language of paragraph (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

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.) Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

5.) Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Environmental Conditions

A. Air and Water

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

1) Clean Air Act, 42 U.S.C. 7401, et seq.
2) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and
information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation


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.

6. Any “Other Program Requirements” covered under 24 CFR 570, Subpart K, that are not specifically addressed in this Agreement, as applicable.
EXHIBIT F

Attach Subrecipient’s Certificate of Insurance
AGENCY NAME

SAMPLE- IF NEEDED FOR TYPE OF PROGRAM

CDBG – FT XX/XX – Program* - ______________________________________________________

Lead Instructor/Counselor: _________________________________________________________

Date: _______________ Time: _______________ Topic: ________________________________

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<td># of Participants -</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
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</tr>
<tr>
<td>(Minimum 5)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Hours

X Rate – $ 0.00

X $

Total for Reimbursement $  

* Supporting Documentation Required

36
EMERGENCY SOLUTIONS GRANT
SUBRECIPIENT FUNDING AGREEMENT
FOR PUBLIC SERVICES
BETWEEN
MANATEE COUNTY AND
COMMUNITY COALITION ON HOMELESSNESS/TURNING POINTS
FOR THE EMERGENCY SOLUTIONS GRANT PROGRAM

This Agreement made and entered into this 1st day of February 2019, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as “County” or “Grantee” or “Recipient”), and Community Coalition on Homelessness/Turning Points, a not-for-profit corporation existing under the laws of the State of Florida (hereinafter referred to as “Subrecipient”).

WITNESSETH:

WHEREAS, the County is the recipient of Emergency Solutions Grant E-18-UC-12-0025 (hereinafter “the Grant”) and the Catalog of Federal Domestic Assistance (CFDA) number for these funds is 14.231; and

WHEREAS, the County desires to use a portion of the Grant for the improvement of the social and economic welfare of its citizens through the provision of projects and services to benefit low and moderate-income clients; and

WHEREAS, the County, as Grantee, by Resolution No. R-18-114 has identified Subrecipient’s Program and approved funding for the implementation of the goals as required by the Grant; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

1. **Projects and Services; Relationship:** Subrecipient shall perform or provide or cause to be performed or provided the projects and services described in Exhibit A (the “Program”) in accordance with this Agreement and the provisions of all exhibits and attachments included as a part of this Agreement. In the performance of this Agreement, Subrecipient shall be considered a grantee and shall have no status as an agent or employee of Grantee. The Grantee shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Subrecipient in connection with the Program or for debts or claims accruing to such parties. Subrecipient shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

2. **Payments by Grantee:** Grantee shall provide payments to Subrecipient in an amount not to exceed One Hundred Thirty-Seven Thousand Eight Hundred Three and 00/100 Dollars ($137,803.00), as provided in Exhibit B. Grantee shall have no obligation to pay Subrecipient any sum of money in excess of the funds received from the Grant for making payments under this Agreement. If the Grantee is required to repay any funds paid under this
Agreement, Subrecipient shall repay the funds to or reimburse Grantee if Grantee has repaid such funds.

3. **Time for Performance:** Subrecipient shall provide the Program of services provided for in this Agreement from October 1, 2018 through September 30, 2019.

4. **General Conditions and Additional ESG Requirements:** Subrecipient’s performance of this Agreement shall comply with the applicable general conditions provided in Exhibit D and the additional Emergency Solutions Grant requirements outlined in Exhibit E. Grantee has attempted to identify all applicable Grant requirements and will continue to provide technical support to Subrecipient to assist Subrecipient’s compliance with the Grant requirements. In the event there is a conflict between any provision of this Agreement, including the general conditions, and any Grant requirement, Subrecipient shall comply with the Grant requirement. Nothing provided herein shall relieve Subrecipient from its obligation to meet any of the Grant requirements and of the obligation to become informed and knowledgeable of such requirements.

5. **Indemnity:** Subrecipient shall indemnify, keep and save harmless, and defend the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Subrecipient or its employees, or of the subcontractors or its employees, if any. Subrecipient shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Subrecipient shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by Subrecipient, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of Subrecipient’s performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice thereof in writing to Subrecipient at the above listed address. Upon receipt of notice, Subrecipient, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County’s right to provide its own defense and to recover from Subrecipient attorney’s fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

6. **Insurance** Without limiting any of the other obligations or liabilities of the Subrecipient, the Subrecipient shall, at the Subrecipient’s sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type as set forth in Exhibit F (attach subrecipient’s certificate of insurance). Subrecipient shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements, and made part of this agreement as Attachment "D" to include:
A. Commercial General Liability in an amount not less than $1,000,000 per occurrence and in the aggregate; and

B. Professional Liability Coverage in an amount not less than $1,000,000 per occurrence.

C. Workers Compensation Insurance coverage for all employees in the performance of this contract.

Until such time as the insurance is no longer required, the Subrecipient shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Subrecipient shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. County shall be under no obligation to pay agency for any services provided or for any costs associated with Subrecipient's Program for any period of time not covered by the insured required under this Agreement.

Subrecipient shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Subrecipient shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the County's representative.

7. **Representatives:** Grantee's representative shall be the Director of County's Redevelopment and Economic Opportunity Department or such other employee as may be designated in writing by the County Administrator, who is authorized to administer this Agreement and designate such additional employees as may be required to monitor Subrecipient's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. County's representative shall have such other authority as may be provided for in Exhibit D. Disputes over any provision not satisfactorily resolved with County's representative shall be referred to the County Administrator or his designee. Within thirty (30) days from the date of execution of this Agreement by both parties, Subrecipient shall provide the County with a list of representatives authorized to act on behalf of Subrecipient. The list of authorized representatives shall be approved by the Subrecipient's Board of Directors.

8. **Suspension or Termination:** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
In accordance with 24 CFR 570.503, Grantee may suspend or terminate this Agreement in whole or in part if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referenced herein, and Grantee may declare the Subrecipient ineligible for any further participation in Grantee’s contracts, in addition to other remedies provided by law. In the event Grantee has probable cause to believe Subrecipient is not in compliance with any applicable rules, regulations, or provisions of this Agreement, Grantee may withhold payment of any funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance. In the event Subrecipient fails to perform within the times provided in Exhibit C, or otherwise fails to comply with this Agreement, and correction is not made within twenty-one (21) days of written notice from Grantee’s representative to Subrecipient to cure such failure or default, Grantee may terminate this Agreement. All funds disbursed under this Agreement shall be returned to Grantee by Subrecipient within thirty (30) days of termination.

Upon expiration or termination of this Agreement for any reason, the Subrecipient shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Subrecipient’s final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

9. **Duration; Obligations Subject to Receipt of Grant Funds:**

   A. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of one (1) year, commencing on October 1, 2018 and ending on September 30, 2019. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Subrecipient in accordance with all requirements and terms of this Agreement.

   B. This Agreement may be renewed by written amendment for one additional term of one (1) year, for a maximum total of two (2) years.

   C. The obligation of the County to pay the amounts provided for in Exhibit B is subject to and conditioned upon the continued receipt of funds pursuant to the Grant.

10. **Notices:** All notices or written communications required or permitted herein shall be deemed to have been given when received if hand-delivered, or when deposited in the U.S. mail, postage paid, and addressed as follows:

    If mailed to Subrecipient:  
    Executive Director  
    Community Coalition on Homelessness  
    d/b/a Turning Points  
    701 17th Avenue West  
    Bradenton, FL 34205
If by hand-delivery to Subrecipient: Executive Director
Community Coalition on Homelessness
d/b/a Turning Points
701 17th Avenue West
Bradenton, FL 34205

If mailed to Grantee: Director
Manatee County Redevelopment and
Economic Opportunity Department
P.O. Box 1000
Bradenton, Florida 34206

If by hand-delivery to Grantee: Director
Manatee County Administration Building
Redevelopment and Economic
Opportunity Department
1112 Manatee Avenue West, 3rd Floor
Bradenton, Florida 34205

Notice of termination or withholding payment shall be served by certified or registered mail, return receipt requested, or by hand-delivery. Either party may provide written notice to the other party of a change of address for delivery of notices, which will take effect upon receipt.

11. **Assignability:** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee.

12. **Amendments:** This Agreement, along with all exhibits and attachments which are hereby incorporated as a part of this Agreement, may not be modified, amended, or extended orally. This Agreement may be amended only by written agreement executed by the governing boards of both parties, except that Grantee representative may approve adjustments between line item amounts provided in Exhibit B and the schedule provided in Exhibit C that do not change the Program, exceed the amount funded by the Grantee, or extend the ultimate completion date.

13. **Severability:** In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs here, but shall be confined solely to the paragraph involved in such decision.

14. **Headings:** All articles and descriptive headings of paragraphs in this Agreement and its exhibits and attachments are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

15. **Authority to Execute:** Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement, and that the execution of this Agreement has been authorized by the parties' authorized representative.
16. **Catastrophic Events:** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other cause beyond the reasonable control of the party obliged to perform.

17. **No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall be reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of the Subrecipient and any providers of promotional, advertising or other services, or goods, purchased by the Subrecipient. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, Subrecipient, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

18. **Construction:** This Agreement represents the full agreement of the parties. Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

19. **Waivers:** Neither this Agreement nor any portion of it may be modified or waived orally. However, each party, through its governing body or properly authorized officer, shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

20. **Governing Law; Venue:** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

21. **Remedies:** Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

22. **Attorney’s Fees and Costs:** Each party hereto shall be solely responsible for paying its attorney’s fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation rising under this Agreement.

23. **Effective Date:** This Agreement shall take effect as of the date set forth above.

[signature page to follow]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES:

Sign Name: [Signature]
Print Name: [Print Name]
Sign Name: [Signature]
Print Name: [Print Name]

SUBRECIPIENT:

By: Adell Erozer
Print Name: Adell Erozer
DUNS #: 101926173
Email: aerozer@tpmanatee.org

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners
By: [Signature]
Geraldine C. Lopez, Director
Redevelopment and Economic Opportunity Department (per Resolution R-18-114)

Date of Execution: 2/13/19
EXHIBIT A

SUBRECIPIENT’S PROGRAM

1. Subrecipient will be responsible for providing the Emergency Solutions Grant Program (ESG) to families who reside in Manatee County. The program provides emergency financial rental assistance as detailed in the ESG Notice for the prevention of homelessness; and, other related costs such as fees for housing relocation and stabilization services, including case management, outreach, housing search and placement costs, legal services, mediation, and credit repair; and, data collection and evaluation including costs associated with operating HUD approved homeless management information systems (HMIS) for purposes of collecting unduplicated counts of homeless persons and analyzing patterns of use of the ESG funds; and planning and administration fees associated with said services. This program will target households below thirty percent (30%) of the Area Median Income (AMI) who are homeless or would be homeless but for this assistance.

2. Subrecipient shall sign and adopt the One by 1 Coordinated Entry Partner Agreement provided by the Suncoast Partnership. Subrecipient shall utilize the Suncoast Partnership Coordinated Assessment System to deliver services for homeless persons in Manatee County, as long as it does not hinder the implementation of the ESG program.

Under this agreement, Subrecipient, in collaboration with Manatee County, retains the right to make the final decision on client selection, in accordance with ESG regulations.

3. Subrecipient shall be responsible for completing all required data elements in the Homeless Management Information System (HMIS) in accordance with ESG program requirement, outlined in the 2016 HUD HMIS Data Dictionary. Staff assigned to this project will maintain current knowledge of ESG rules and regulations, and required program data elements reported in the CAPER. Staff assigned to this project must attend training provided by the Suncoast Partnership to End Homelessness (SPEH) no less than quarterly to ensure that they remain current on this case management software. Data quality reports will be provided to Manatee County staff on a quarterly basis by SPEH.”

4. Subrecipient shall provide ESG services and funding to families who are residents of Manatee County. Subrecipient shall provide or cause to be provided the following:

   a. Accept applications and perform eligibility determinations for families seeking homelessness prevention services.

   b. Documentation of imminent homelessness [ie: past due notice(s) or eviction notice for client’s primary residence].

   c. Provide housing search and placement services inclusive of inspection of prospective rental housing units, and document inspection of unit on Attachment B2.
d. Provide case management services, including appropriate HMIS input, for clients that receive ESG Assistance. In addition, referrals to or from other appropriate agencies that can assist in addressing other issues related to the client will be given as needed.

e. ESG Assistance may include financial assistance, housing relocation and stabilization services, housing search and placement services, data collection and evaluation, and administration as detailed in the ESG Notice, and 24 CFR 576.105 and 24 CFR 576.106 attached hereto as Exhibit E.

5. Subrecipient must match grants funds with an equal amount of cash from any state, local or private sources, or Federal source other than the ESG program. Match contribution reports shall be submitted on a quarterly basis to County.

5 Subrecipient shall reassess all assisted beneficiaries on a 90-day schedule to determine financial stability of the household and include the status of each in the quarterly reports submitted to County.

6 Subrecipient shall provide Program throughout Manatee County, Florida. Service hours may vary based on site location and Subrecipient determination.

7. Subrecipient shall ensure that an unbiased environment is maintained throughout the term of this agreement.

8. OUTCOME MEASUREMENTS:
   a. Subrecipient will monitor and measure the following outcome and report quarterly:
      i. Clients that have received ESG financial assistance will be followed-up with at 3 months, 6 months and 12 months to see if the client is still housed. Upon exiting the ESG Program, the percentage of clients housed at 3 months is 75%, 6 months is 60% and one year is 45%.

9. Subrecipient shall ensure the provision of an adequate facility for the administration of program services to participants. The facility must allow for accessibility and accommodation of participants, including individuals of the special needs population. Subrecipient shall ensure the provision of a full-time office, operative during regular business hours and the availability of services for special needs population at any location deemed most appropriate for the participants.

10. Subrecipient shall provide a reasonable accommodation to participants who may encounter language and/or communication barriers (i.e., language interpreters, assistance to the hearing impaired, etc.).
EXHIBIT B

PAYMENTS

1. County shall pay a maximum of One Hundred Thirty-Seven Thousand Eight Hundred Three and 00/100 Dollars ($137,803.00) to the Subrecipient for the ESG program. Compensation to the Subrecipient shall be computed based on actual hours performed times the fee rate for Case Management Professional Services established below, plus reimbursable expenses up to the maximum amount authorized by this Agreement. Subrecipient shall accept that amount toward the cost of implementing the Project described in Exhibit A of this Agreement, as follows:

a. The following budget covers items that will be funded by Grantee*.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Management Professional Fees</td>
<td>$ 18,225.00</td>
</tr>
<tr>
<td>Housing Search and Placement Costs</td>
<td>$ 2,400.00</td>
</tr>
<tr>
<td>HMIS Component</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td>Financial Assistance</td>
<td>$ 115,978.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 137,803.00</strong></td>
</tr>
</tbody>
</table>

* Grantee’s representative may approve adjustments between line item amounts provided in Exhibit B provided such adjustments do not change the total activity amount funded by the Grantee.

b. Case Management Professional Fees shall be paid monthly by the County in the amount of $75.00 for each unit of service. A unit of service is defined as one hour of service provided to a client who has been reported to the HMIS Lead, and, inclusive of indirect costs, as defined in Exhibit A of this Agreement. Units of service shall be rounded to the nearest quarter hour. A maximum of 243 hours shall be provided at a cost of $75.00 per hour.

c. Housing Search and Placement Costs shall be paid monthly by the County in the amount of $75.00 for each unit of service. A unit of service is defined as one or more inspections required to deem the residential unit safe and code compliant. A maximum of 32 units shall be paid at a cost of $75.00 per unit.

d. HMIS Component shall be paid monthly for payment of participation fees charged by the HMIS Lead in the amount of $100.00 per month for twelve (12) months.

e. Any funds in excess of the amount provided by the County shall be provided by Subrecipient.

2. A request for payment of Professional Fees shall include the Case Manager’s time sheet indicating total hours of service provided for the billing period.
2. A request for payment of HMIS component shall include copies of paid invoices for the payment to the HMIS Lead Agency with a copy of all the cancelled checks or electronic statements showing actual payment for HMIS participation fee.

3. A request for payment of the Housing Search and Inspection Costs shall include the 3-part inspection request/worksheets (Attachment B2); ESG – Request for Unit Approval, Rental Unit: ESG Lead Screening Worksheet, and Rental Unit: ESG Habitability Standards Inspection Checklist for each inspection that reimbursement is requested. Subrecipient shall provide documentation that the cost incurred is allowable to this funding source.

4. Reimbursement of all Financial Assistance funds by the County shall be for actual costs incurred by Subrecipient for Rental Application Fees, Security Deposits, Utility Deposits, Utility Payments, and Rental Assistance. Requests for payment shall include adequate documentation of expenses, copies of paid invoices for the services provided, and a copy of all cancelled checks or electronic statements showing actual payment for financial assistance. Subrecipient shall provide documentation that the cost incurred is allowable to this funding source.

5. The County may disapprove requests for payment which are not consistent with the terms of this Agreement.

6. Subrecipient shall provide a request for payment by the 15th of the month which shall include:
   
   a. A completed Request for Payment form (Attachment B1).
   
   b. A summary detailing the support documentation of the payment request.

   c. An invoice on agency letterhead summarizing the payment request.

7. An estimated Final Payment Request will be due during the first week in September of each year. The required documentation of those expenses does not have to be provided to the County at such time. Within fifteen (15) calendar days of the end of the program year, the Subrecipient shall render all actual final expenses and required documentation of said expenses. County shall not be responsible for the payment of any charges, claims, or demands of the Subrecipient not received within said fifteen (15) day period.

8. County shall have no obligation to pay Subrecipient any sum in excess of the Funds received for making payments under this Agreement. If County is required to repay any Funds paid under this Agreement, Subrecipient shall repay the Funds or reimburse County if County has repaid the Funds.

9. As services under this Agreement are performed under a unit cost basis, documentation for payment, cost-reimbursement or indirect costs are not applicable.
10. The County may disapprove requests for payment which are not consistent with the terms of this Agreement.
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
EMERGENCY SOLUTIONS GRANT REQUEST FOR PAYMENT

SUBRECIPIENT: Community Coalition on Homelessness/Turning Points

PROJECT/PROGRAM NAME: ESG Program

PAYMENT REQUEST FOR MONTH OF:

SECTION 1: REQUEST FOR PAYMENT

<table>
<thead>
<tr>
<th>REQUEST THIS PERIOD</th>
<th>TOTAL FUNDING</th>
<th>REQUESTED YEAR-TO-DATE</th>
<th>BALANCE OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$137,803.00</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

SECTION 2: CLIENT SERVICES

<table>
<thead>
<tr>
<th>UNIT COST</th>
<th>UNIT CONTRACT TOTAL</th>
<th>Y-T-D TOTAL PRIOR</th>
<th>TOTAL THIS PERIOD</th>
<th>TOTAL Y-T-D</th>
<th>% OF PLAN ACHIEVED</th>
<th>% OF TIME ELAPSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Mgmt. $75.00/hr.</td>
<td>$18,225.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Search and Placement Costs $75.00/ea.</td>
<td>$2,400.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HMIS $100.00/mo.</td>
<td>$1,200.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Assistance</td>
<td>$115,978.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION 3: SUPPORTING DOCUMENTATION

Attach:
1. Invoice on agency letterhead for the payment request.
2. Summary of support documentation for the payment amount being requested.

PREPARED BY: _____________________________ DATE: _____________________________

I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: _____________________________ DATE: _____________________________

Please Make Check Payable to: _____________________________
Please Submit to: _____________________________

DO NOT WRITE BELOW THIS LINE

ESG CONTRACT MANAGER _____________________________ DATE: _____________________________

13
ATTACHMENT B2: ESG - REQUEST FOR UNIT APPROVAL

<table>
<thead>
<tr>
<th>TENANT NAME &amp; APPLICATION NO.</th>
<th>LANDLORD NAME</th>
<th>NO. OF BEDROOMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIT NO. &amp; ADDRESS</td>
<td>LANDLORD'S ADDRESS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone No.</td>
<td></td>
</tr>
</tbody>
</table>

INSTRUCTIONS:

This form should be completed by the Tenant and the Landlord to request Turning Points approval of the unit for which the Tenant has elected to receive rental assistance.

Landlord: Please read the sample Lease Addendum and information about Housing Habitability Standards provided in the Tenant's Rental Packet. After the Tenant submits this request to Turning Points, a staff member will contact you to arrange for an inspection. Turning Points is not responsible for any part of the rent prior to unit approval and execution of the ESG Lease Addendum. Please attach a copy of your proposed lease to this form.

Tenant: With the Landlord, fill out this form completely and return it to: ___________________.

Do not sign a lease until Turning Points has inspected and approved the unit.

(1) Type of Unit:  □ Single Family  □ Semi-detached/Row House  □ Garden/Walk up
□ Elevator/High Rise □ Mobile Home  Date Constructed: __________

(2) Most recent rent charged:  
Were the same utilities/appliances included in the rent:  □ Yes  □ No

(3) Utilities and Appliances

<table>
<thead>
<tr>
<th>Provided by Owner</th>
<th>Provided by Tenant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating (fuel type:_)</td>
<td></td>
</tr>
<tr>
<td>Cooking (fuel type:_)</td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td></td>
</tr>
<tr>
<td>Hot Water (fuel type:_)</td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
</tr>
<tr>
<td>Refrigerator</td>
<td></td>
</tr>
<tr>
<td>Range</td>
<td></td>
</tr>
<tr>
<td>Trash Collection</td>
<td></td>
</tr>
</tbody>
</table>

OWNER CERTIFICATION: By executing this request, the owner agrees that the required Lease Addendum is acceptable and certified that: (1) the information provided on the form is accurate and true; (2) the proposed unit is not assisted or covered by any other federally funded rental subsidy contract; (3) the unit currently meets Housing Habitability Standards (or will be brought to Habitability Standards standard before the Lease Addendum is executed); and (4) this unit is made available, managed, and operated regardless of race, color, creed, religion, sex, national origin, handicap, or familial status.

<table>
<thead>
<tr>
<th>Tenant Name (Type or Print):</th>
<th>Landlord Name (Type of Print):</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Signature/Date)</td>
<td>(Signature/Date)</td>
</tr>
</tbody>
</table>

CONFLICTS OF INTEREST: With respect to the use of federal funds .....no person who is an employee, agent, consultant officer, or elected or appointed official of Turning Points, __________ and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
Emergency Solutions Grant Lead Screening Worksheet

About this Tool
The Lead Screening Worksheet is intended to guide inspectors through the lead-based paint inspection process to ensure compliance with federal rules. Staff can use this worksheet to document any exemptions that may apply, whether any potential hazards have been identified, and if safe work practices and clearance are required and used. A copy of the completed worksheet along with any additional documentation should be kept in each case file.

INSTRUCTIONS
To prevent lead-poisoning in young children, all housing must comply with the Lead-Based Paint Poisoning Prevention Act of 1973 and its applicable regulations found at 24 CFR 35, Parts A, B, M, and R. Under certain circumstances, a visual assessment of the unit is not required. This screening worksheet will help staff determine whether a unit is subject to a visual assessment, and if so, how to proceed. A copy of the completed worksheet along with any related documentation should be kept in each program participant’s file.

Note: ALL pre-1978 properties are subject to the disclosure requirements outlined in 24 CFR 35, Part A, regardless of whether they are exempt from the visual assessment requirements.

BASIC INFORMATION
Name of Participant: ____________________________
Address: ____________________________ Unit: ______
City: ____________________________ State: FL Zip: ______
Inspector: ____________________________

PART 1: DETERMINE WHETHER THE UNIT IS SUBJECT TO A VISUAL ASSESSMENT
If the answer to one or both of the following questions is ‘no,’ a visual assessment is not triggered for this unit and no further action is required at this time. Place this screening worksheet and related documentation in the program participant’s file.

If the answer to both of these questions is ‘yes,’ then a visual assessment is triggered for this unit and program staff should continue to Part 2.

1. Was the leased property constructed before 1978?
   □ Yes
   □ No

2. Will a child under the age of six be living in the unit occupied by the household receiving federal assistance?
   □ Yes
   □ No
PART 2: DOCUMENT ADDITIONAL EXEMPTIONS

If the answer to any of the following questions is 'yes,' the property is exempt from the visual assessment requirement and no further action is needed at this point. Place this screening sheet and supporting documentation for each exemption in the program participant's file.

If the answer to all of these questions is 'no,' then continue to Part 3 to determine whether deteriorated paint is present.

1. Is it a zero-bedroom or SRO-sized unit?
   - ☐ Yes
   - ☐ No

2. Has X-ray or laboratory testing of all painted surfaces by certified personnel been conducted in accordance with HUD regulations and the unit is officially certified to not contain lead-based paint?
   - ☐ Yes
   - ☐ No

3. Has this property had all lead-based paint identified and removed in accordance with HUD regulations?
   - ☐ Yes
   - ☐ No

4. Is the client receiving Federal assistance from another program, where the unit has already undergone (and passed) a visual assessment within the past 12 months (e.g., if the client has a Section 8 voucher)?
   - ☐ Yes (Obtain documentation for the case file.)
   - ☐ No

5. Does the property meet any of the other exemptions described in 24 CFR Part 35.115(a).
   - ☐ Yes
   - ☐ No

   Please describe the exemption and provide appropriate documentation of the exemption.

PART 3: DETERMINE THE PRESENCE OF DETERIORATED PAINT

To determine whether there are any identified problems with paint surfaces, staff should conduct a visual assessment as outlined in the following training on HUD's website at:

If no problems with paint surfaces are identified during the visual assessment, then no further action is required at this time. Place this screening sheet and certification form [Attachment A] in the program participant's file.

If any problems with paint surfaces are identified during the visual assessment, then continue to Part 4 to determine whether safe work practices and clearance are required.
1. Has a visual assessment of the unit been conducted?
   □ Yes
   □ No

2. Were any problems with paint surfaces identified in the unit during the visual assessment?
   □ Yes
   □ No (Complete Attachment A – Lead-Based Paint Visual Assessment Certification Form)

PART 4: DOCUMENT THE LEVEL OF IDENTIFIED PROBLEMS

All deteriorated paint identified during the visual assessment must be repaired prior to clearing the unit for assistance. However, if the area of paint to be stabilized exceeds the de minimus levels (defined below), the use of lead safe work practices and clearance is required.

If deteriorating paint exists but the area of paint to be stabilized does not exceed these levels, then the paint must be repaired prior to clearing the unit for assistance, but safe work practices and clearance are not required.

   1. Does the area of paint to be stabilized exceed any of the de minimus levels below?
      - 20 square feet on exterior surfaces  □ Yes  □ No
      - 2 square feet in any one interior room or space  □ Yes  □ No
      - 10 percent of the total surface area on an interior or exterior component with a small surface area, like window sills, baseboards, and trim  □ Yes  □ No

If any of the above are ‘yes,’ then safe work practices and clearance are required prior to clearing the unit for assistance.

PART 5: CONFIRM ALL IDENTIFIED DETERIORATED PAINT HAS BEEN STABILIZED

Program staff should work with property owners/managers to ensure that all deteriorated paint identified during the visual assessment has been stabilized. If the area of paint to be stabilized does not exceed the de minimus level, safe work practices and a clearance exam are not required (though safe work practices are always recommended). In these cases, the program staff should confirm that the identified deteriorated paint has been repaired by conducting a follow-up assessment.

If the area of paint to be stabilized exceeds the de minimus level, program staff should ensure that the clearance inspection is conducted by an independent certified lead professional. A certified lead professional may go by various titles, including a certified paint inspector, risk assessor, or sampling/clearance technician. Note, the clearance inspection cannot be conducted by the same firm that is repairing the deteriorated paint.

   1. Has a follow-up visual assessment of the unit been conducted?
      □ Yes
      □ No

   2. Have all identified problems with the paint surfaces been repaired?
      □ Yes
      □ No
3. Were all identified problems with paint surfaces repaired using safe work practices?

☐ Yes
☐ No
☐ Not Applicable – The area of paint to be stabilized did not exceed the de minimus levels.

4. Was a clearance exam conducted by an independent, certified lead professional?

☐ Yes
☐ No
☐ Not Applicable – The area of paint to be stabilized did not exceed the de minimus levels.

5. Did the unit pass the clearance exam?

☐ Yes
☐ No
☐ Not Applicable – The area of paint to be stabilized did not exceed the de minimus levels.

Note: A copy of the clearance report should be placed in the program participant's file.
ATTACHMENT 1: LEAD-BASED PAINT VISUAL ASSESSMENT CERTIFICATION TEMPLATE

I, ____________________________, certify the following:

- I have completed HUD’s online visual assessment training and am a HUD-certified visual assessor.
  - I conducted a visual assessment at ____________________________
  - on ____________________________.
- No problems with paint surfaces were identified in the unit or in the building’s common areas.

______________________________
(Signature)

______________________________
(Date)

Client Name: ____________________________
Case Number: ____________________________
Emergency Solutions Grant Housing Habitability Standards Inspection Checklist

About this Tool

These standards apply only when a program participant is receiving financial assistance and moving into a new (different) unit. Inspections must be conducted upon initial occupancy and then on an annual basis for the term of federal assistance.

The habitability standards are different from the Housing Quality Standards (HQS) used for other HUD programs. Because the HQS criteria are more stringent than the habitability standards, a grantee could use either standard. In contrast to HQS inspections, the habitability standards do not require a certified inspector. As such, program staff could conduct the inspections, using a form such as this one to document compliance.

Instructions: Mark each statement as 'A' for approved or 'D' for deficient. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

<table>
<thead>
<tr>
<th>Approved or Deficient</th>
<th>Element</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Structure and materials: The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.</td>
<td></td>
</tr>
<tr>
<td>2. Access: The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.</td>
<td></td>
</tr>
<tr>
<td>3. Space and security: Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided with an acceptable place to sleep.</td>
<td></td>
</tr>
<tr>
<td>4. Interior air quality: Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.</td>
<td></td>
</tr>
<tr>
<td>5. Water Supply: The water supply must be free from contamination.</td>
<td></td>
</tr>
<tr>
<td>6. Sanitary Facilities: Residents must have access to sufficient sanitary facilities that are in proper operating condition, may be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.</td>
<td></td>
</tr>
<tr>
<td>7. Thermal environment: The housing must have adequate heating and/or cooling facilities in proper operating condition.</td>
<td></td>
</tr>
</tbody>
</table>
8. **Illumination and electricity:** The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.

9. **Food preparation and refuse disposal:** All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

10. **Sanitary condition:** The housing and any equipment must be maintained in sanitary condition.

11. **Fire safety:** Both conditions below must be met to meet this standard.
   
a. Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing-impaired persons, smoke detectors must be designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
   
b. The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, day care centers, hallways, stairwells, and other common areas.

---

**CERTIFICATION STATEMENT**

I certify that I am **not** a HUD certified inspector and I have evaluated the property located at the address below to the best of my ability and find the following:

- [ ] Property meets all of the above standards.
- [ ] Property does not meet all of the above standards.

Therefore, I make the following determination:

- [ ] Property is approved.
- [ ] Property is not approved.

---

**Case Name:**

**Address:**

**City:**

**Evaluator’s Signature:**

**State:** FL

**Zip:**

Please Print Name:

**Exec. Dir. Initial:**
EXHIBIT C

TIME FOR PERFORMANCE

1. Progress in implementation of services under this Agreement shall be measured against the following levels of accomplishments:

   a. A family “served” is considered, at a minimum, a family that receives financial assistance to prevent homelessness.

   b. Subrecipient will serve thirty (30) unduplicated families over the period from October 1, 2018 to September 30, 2019.

2. County’s contract representative may accept variances in the level of service and shall be responsible for advising Subrecipient if it appears that Subrecipient is not in substantial compliance with this Agreement or if at any time Subrecipient has failed any requirement placed on County related to the funds.

3. Subrecipient will complete and submit Monthly Progress Reports (Attachment C1) to the County by the 15th of each month. These progress reports will be in the format required by the County that will include a comparison of the actual number of clients served versus the proposed number of clients served for the preceding month. The report also identifies any obstacles encountered and the efforts made to overcome identified obstacles. The report is subject to change while this agreement is in effect.

4. Subrecipient will complete and submit Quarterly Demographic Reports (Attachment C2) to the County. The Reports will be in the format required by the County and will report the necessary data as required in “Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs”, published in the Federal Register on March 7, 2006.

5. Subrecipient will complete and submit Quarterly Results First Report (Attachment C3) to the County. The Subrecipient shall track and report program outcome results, as identified in Exhibit A, item 4, for the clients served during the quarter.
Attachment C1

MANATEE COUNTY

EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM
Monthly Progress Report

Report for Month of: ______________, 20__

The following questions should be answered to the best of your ability and in the order listed. Each question should be used as headings for your answers.

1. List the original number of people/households served or benchmarks for this program, and describe the extent to which they were achieved for each Activity (found in the Agreement) during this reporting period.

2. Do you feel the program is on track to meet the scope of services contracted with the County? Please describe.

3. Describe any obstacles or challenges met in conducting your program.

4. What have you done to attempt to overcome any obstacles/challenges?

5. Describe any apparent gaps in service you have encountered in implementing your program, if any.

6. Describe the efforts being made to make potential clients aware of your program. (Please attach any printed materials relating to the program, such as press releases or news articles, etc.)
Attachment C2

MANATEE COUNTY

EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM
Quarterly Demographic Report

Subrecipient ______________________________________________________

Program _________________________________________________________

Date ____________________________________________________________

Contact Person ___________________________ Phone ___________________

Certification by Board Chair: I certify that to the best of my knowledge and belief this report is correct, complete, and accurately reflects the current status of this approved ESG project.

Name __________________________ Title ____________________________

Signature ______________________ Date ______________________________

Quarterly Demographic Report Due Dates

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter</td>
<td>January 15th</td>
</tr>
<tr>
<td>2nd Quarter</td>
<td>April 15th</td>
</tr>
<tr>
<td>3rd Quarter</td>
<td>July 15th</td>
</tr>
<tr>
<td>4th Quarter</td>
<td>October 15th</td>
</tr>
<tr>
<td>10/1 - 12/30</td>
<td></td>
</tr>
<tr>
<td>1/1 - 3/31</td>
<td></td>
</tr>
<tr>
<td>4/1 - 6/30</td>
<td></td>
</tr>
<tr>
<td>7/1 - 9/30</td>
<td></td>
</tr>
</tbody>
</table>

Reviewed By ___________________________ Date __________________________
(County Staff)

Reporting Date __________________________
**PROGRAM INFORMATION SUMMARY REPORT**

<table>
<thead>
<tr>
<th>Racial &amp; Ethnicity Data</th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African American</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian or Other Pacific Islander</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African American &amp; White</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; Black/African American</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Multi-Racial</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Income Data</th>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extremely Low Income (0-30% AMI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Very Low Income (31-50% AMI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Income (51-80% AMI)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Demographic Data</th>
<th># of new clients this period</th>
<th>Total # of clients year-to-date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Female Headed-Households</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled/Special Needs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R/ECAP Clients</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Totals for lines 1, 2, and 3 must match.**
FINANCIAL INFORMATION SUMMARY REPORT

FINANCIAL:

Total amount of ESG funds awarded for this fiscal year. $_________

Total amount of ESG funds expended this Quarter. $_________

Total amount of ESG funds expended in previous quarter(s). $_________

Remaining ESG funds. $_________

OTHER FUNDS: (other funds used in ESG project - whether federal, state, local or private)

Total amount of other funds this Quarter $_________ Year-to-date $_________
# Results First Quarterly Report

**Subrecipient Name:**

**Project Name:**

**Agency Contact:**

**Phone #:**

**Email Address:**

<table>
<thead>
<tr>
<th>Target Information:</th>
<th>Of the ____ clients anticipated to be served by the program during the fiscal year:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Statement:</td>
<td>a. ____ will achieve ____________________________________________________________</td>
</tr>
<tr>
<td></td>
<td>b. ____ will achieve ____________________________________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Issues Identified:</th>
<th>Please list any issues you have encountered to date.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Target Milestones achieved this quarter:</th>
</tr>
</thead>
<tbody>
<tr>
<td>____ clients have been served by this program</td>
</tr>
<tr>
<td>____ clients have met target</td>
</tr>
<tr>
<td>____ clients are making progress toward the target</td>
</tr>
<tr>
<td>____ clients have met the following milestones</td>
</tr>
<tr>
<td>____ clients have not met the following milestones</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Target Milestones planned for the quarter, but not achieved:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please state the milestone planned and not achieved and list the reason why not.</td>
</tr>
<tr>
<td>What will you do differently to achieve the target?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Questions or concerns for discussion:</th>
</tr>
</thead>
</table>

| Successes: | Attach a brief project success story to your report. |

**Date Received:**

**Received By:**
EXHIBIT D

GENERAL CONDITIONS

1. Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the ESG program's Objectives – (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents; (5) rapidly re-house homeless individuals and families; and, (6) prevent families/individuals from becoming homeless - as defined in the Stewart B. McKinney Homeless Assistance Action of 1987, Title IV as amended (US Code 42 USC 11371 et seq. at 24 CFR 576).

2. Because the Project by Subrecipient is funded in part by the Emergency Solutions Grant (ESG) program, Subrecipient shall upon request by County’s Representative require that an acknowledgment and release be signed by clients receiving services (and by parent or guardian for minor children) for such Subrecipient records which may be required by the County for purposes of monitoring and evaluating services that may be public records under Chapter 119, Florida Statutes.

3. Income eligibility will be determined for the beneficiaries of the ESG program. Documentation on family size and income is required to in order to show the individual or household has an annual income below thirty percent (30%) of the median family income for the area, as determined by HUD (see Attachment D1).;

4. All forms referenced in this Agreement, not attached hereto, shall be provided or approved by County’s Representative and shall be completed and submitted by Subrecipient to County.

5. A representative of Subrecipient who is familiar with this Agreement and the Subrecipient’s services shall, when reasonably possible, attend and participate in meetings regarding the ESG funding, as requested by County.

6. Subrecipient shall include the words "Funded in part by the Manatee County Emergency Solutions Grant program” in press releases, promotional materials, advertising or publicity about the project funded under this Agreement.

7. Subrecipient shall furnish County with all additional information, records, reports and data as may be required by HUD or County pertaining to matters of this Agreement.

8. County shall have the right to monitor and evaluate all aspects of activities carried out by Subrecipient. Such evaluation will be affected by the submission of reports and information by Subrecipient and by site visits of Subrecipient by the County.

9. Subrecipient shall employ sufficient staff to provide the services in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Subrecipient.
10. If indirect costs are funded in the budget (Exhibit B), such indirect costs charged must be consistent with the conditions of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendment to this budget must be approved in writing by the Grantee and the Subrecipient.

11. Public Records: By accepting award of this Agreement, Subrecipient acknowledges that the portion of its books and records related to its contracting activities with County may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Accordingly, Subrecipient shall:

a. Keep and maintain public records required by the County to perform the service.
b. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient does not transfer the records to the County.
d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Subrecipient or keep and maintain public records required by the County to perform the service. If Subrecipient transfers all public records to the County upon completion of the Agreement, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient keeps and maintains public records upon completion of the Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Deborah M. Seaccianoce
Records Division Manager
P.O. Box 1000
Bradenton, FL 34206
debbie.seaccianoce@mymanatee.org
941-742-5845 (x 5845)
12. Reversion of assets [24 CFR 570.503 (b)(7)]: Upon expiration of the agreement, subrecipient shall transfer to the recipient any ESG funds on hand at the time of expiration and any accounts receivable attributable to the use of ESG funds. It shall also include provisions designed to ensure that any real property under the subrecipient's control that was acquired or improved in whole or in part with ESG funds (including ESG funds provided to the subrecipient in the form of a loan) in excess of $25,000 is either:

(a) Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or

(b) Not used in accordance with paragraph 12.(a) of this section, in which event the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-ESG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)


13. Health Insurance Portability and Accountability Act (HIPAA): To the extent Subrecipient is defined as a Covered Entity by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), Subrecipient shall carry out its obligations under this Agreement in compliance with the record security and privacy regulations established by HIPAA to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of its performance of the Program provided hereunder. In conformity therewith, Subrecipient shall:

a. Not use or further disclose PHI except as permitted under this Agreement or required by law;

b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;

c. Mitigate, to the extent practicable, any harmful effect that is known to Subrecipient of a use or disclosure of PHI by Subrecipient except as permitted by this Agreement.

d. Report to County any use or disclosure of PHI not provided for by this Agreement of which agency becomes aware.

e. Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Department of Health and Human Services for purposes of determining County and Subrecipient's compliance with HIPAA.

Subrecipient, its employees and agents are only permitted to use or disclose PHI related to treatment of a patient to which they provided care in accordance with the HIPAA during its association with County. Subrecipient will compel employees and agents to sign acknowledgements of receipt of, and understanding of, all rules and regulations related to
HIPAA. Subrecipient will also take appropriate disciplinary actions against employees and agents who violate HIPAA regulations. Subrecipient will ensure all relevant employees and agents will have been instructed in HIPAA compliance prior to performing Services related to PHI records. Subrecipient will assume all expense for such training.

Notwithstanding any other provision of this Agreement, Subrecipient agrees to hold harmless and indemnify County from any civil or administrative action, fine or penalty resulting from a breach of patient privacy by Subrecipient, its agents or employees. In addition to the foregoing, to the extent Subrecipient is a HIPAA Covered Entity or Business Associate, Subrecipient must enter into a HIPAA business associate agreement with any Business Associate or subcontractor which will have access to PHI, and shall provide County, upon County's request, copies of same.
Attachment D1

Manatee County

EMERGENCY SOLUTIONS GRANT PROGRAM
INCOME LIMITS
2017-2018

Effective June 1, 2018

Below are the income guidelines for the Sarasota-Bradenton Metropolitan Statistical Area:

Manatee County Median Income: $70,300

<table>
<thead>
<tr>
<th></th>
<th>1 Person</th>
<th>2 Person</th>
<th>3 Person</th>
<th>4 Person</th>
<th>5 Person</th>
<th>6 Person</th>
<th>7 Person</th>
<th>8 Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>30% Very Low</td>
<td>$14,800</td>
<td>$16,900</td>
<td>$19,000</td>
<td><strong>$21,100</strong></td>
<td>$22,800</td>
<td>$24,500</td>
<td>$26,200</td>
<td>$27,900</td>
</tr>
</tbody>
</table>

Please Note: These income limits are subject to change and will be provided as new income limits are released by HUD.
EXHIBIT E

ADDITIONAL EMERGENCY SOLUTIONS GRANT REQUIREMENTS

Subrecipient shall comply with all applicable requirements provided herein.

§ 576.407 - Other Federal Requirements.

(a) General. The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) Affirmative Outreach. The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) Uniform Administrative Requirements. The requirements of 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

(d) Environmental Review Responsibilities.

(1) Activities under this part are subject to environmental review by HUD under 24 CFR part 50. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 50. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

(2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this
part, until HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the property.

(e) Davis-Bacon Act. The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

(f) Procurement of Recovered Materials. The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 576.408 - Displacement, Relocation, And Acquisition.

(a) Minimizing Displacement. Consistent with the other goals and objectives of Emergency Solutions Grant (ESG), the recipient and its subrecipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under Emergency Solutions Grant (ESG).

(b) Temporary Relocation Not Permitted. No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601-4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.

(c) Relocation Assistance For Displaced Persons.

(1) In general. A displaced person (defined in paragraph (c)(2) of this section) must be provided relocation assistance at the levels described in, and in accordance with, the URA and 49 CFR part 24. A displaced person must be advised of his or her rights under the Fair Housing Act (42 U.S.C. 3601 et seq.). Whenever possible, minority persons shall be given reasonable opportunities to relocate to comparable and suitable decent, safe, and sanitary replacement dwellings, not located in an area of minority concentration, that are within their financial means. This policy, however, does not require providing a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling. (See 49 CFR 24.205(c)(2)(ii)(D).) As required by Section 504 of the Rehabilitation Act (29
U.S.C. 794) and 49 CFR part 24, replacement dwellings must also contain the accessibility features needed by displaced persons with disabilities.

(2) Displaced Person.

(i) For purposes of paragraph (c) of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the ESG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property that is made:

(A) After the owner (or person in control of the site) issues a notice to move permanently from the property or refuses to renew an expiring lease, if the move occurs on or after:

(I) The date of the submission by the recipient (or subrecipient, as applicable) of an application for assistance to HUD (or the recipient, as applicable) that is later approved and funded if the recipient (or subrecipient, as applicable) has site control as evidenced by a deed, sales contract, or option contract to acquire the property; or

(II) The date on which the recipient (or subrecipient, as applicable) selects the applicable site, if the recipient (or subrecipient, as applicable) does not have site control at the time of the application, provided that the recipient (or subrecipient, as applicable) eventually obtains control over the site;

(B) Before the date described in paragraph (c)(2)(i)(A) of this section, if the recipient or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or (C) By a tenant-occupant of a dwelling unit and the tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition of the property for the project.

(ii) Notwithstanding paragraph (c)(2)(i) of this section, a person does not qualify as a displaced person if:

(A) The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement; violation of applicable Federal, State or local law, or other good cause; and the recipient determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;

(B) The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was
provided written notice of the project, its possible impact on the person (e.g., the person may be displaced), and the fact that the person would not qualify as a “displaced person” (or for any assistance under this section) as a result of the project;

(C) The person is ineligible under 49 CFR 24.2(a)(9)(ii); or

(D) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.(iii) The recipient or subrecipient may, at any time, request that HUD to determine whether a displacement is or would be covered by this rule.

(3) Initiation of negotiations. For purposes of determining the type of replacement housing payment assistance to be provided to a displaced person pursuant to this section:

(i) If the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, “initiation of negotiations” means the execution of the agreement between the recipient and the subrecipient or the agreement between the recipient (or subrecipient, as applicable) and the person owning or controlling the property;

(ii) If site control is only evidenced by an option contract to acquire the property, the “initiation of negotiations” does not become effective until the execution of a written agreement that creates a legally enforceable commitment to proceed with the purchase, such as a sales contract.

(d) Real Property Acquisition Requirements. The acquisition of real property, whether funded privately or publicly, for a project assisted with Emergency Solutions Grant (ESG) funds is subject to the URA and Federal government wide regulations at 49 CFR part 24, subpart B.

(e) Appeals. A person who disagrees with the recipient's (or subrecipient's, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient's determination may submit a written request for review of that determination by the appropriate HUD field office.

§ 576.500 - Recordkeeping And Reporting Requirements.

(a) In General. The recipient must have policies and procedures to ensure the requirements of this part are met. The policies and procedures must be established in writing and implemented by the recipient and its subrecipients to ensure that ESG funds are used in accordance with the requirements. In addition, sufficient records must be established and
maintained to enable the recipient and HUD to determine whether ESG requirements are being met.

**(b) Homeless Status.** The recipient must maintain and follow written intake procedures to ensure compliance with the homeless definition in § 576.2. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. However, lack of third-party documentation must not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates on which entries are made.

(1) If the individual or family qualifies as homeless under paragraph (1)(i) or (ii) of the homeless definition in § 576.2, acceptable evidence includes a written observation by an outreach worker of the conditions where the individual or family was living, a written referral by another housing or service provider, or a certification by the individual or head of household seeking assistance.

(2) If the individual qualifies as homeless under paragraph (1)(iii) of the homeless definition in § 576.2, because he or she resided in an emergency shelter or place not meant for human habitation and is exiting an institution where he or she resided for 90 days or less, acceptable evidence includes the evidence described in paragraph (b)(1) of this section and one of the following:

(i) Discharge paperwork or a written or oral referral from a social worker, case manager, or other appropriate official of the institution, stating the beginning and end dates of the time residing in the institution. All oral statements must be recorded by the intake worker; or

(ii) Where the evidence in paragraph (b)(2)(i) of this section is not obtainable, a written record of the intake worker’s due diligence in attempting to obtain the evidence described in paragraph (b)(2)(i) and a certification by the individual seeking assistance that states he or she is exiting or has just exited an institution where he or she resided for 90 days or less.

(3) If the individual or family qualifies as homeless under paragraph (2) of the homeless definition in § 576.2, because the individual or family will imminently lose their housing, the evidence must include:
(A) A court order resulting from an eviction action that requires the individual or family to leave their residence within 14 days after the date of their application for homeless assistance; or the equivalent notice under applicable state law, a Notice to Quit, or a Notice to Terminate issued under state law;

(B) For individuals and families whose primary nighttime residence is a hotel or motel room not paid for by charitable organizations or federal, state, or local government programs for low-income individuals, evidence that the individual or family lacks the resources necessary to reside there for more than 14 days after the date of application for homeless assistance; or

(C) An oral statement by the individual or head of household that the owner or renter of the housing in which they currently reside will not allow them to stay for more than 14 days after the date of application for homeless assistance. The intake worker must record the statement and certify that it was found credible. To be found credible, the oral statement must either: (I) be verified by the owner or renter of the housing in which the individual or family resides at the time of application for homeless assistance and documented by a written certification by the owner or renter or by the intake worker’s recording of the owner or renter’s oral statement; or (II) if the intake worker is unable to contact the owner or renter, be documented by a written certification by the intake worker of his or her due diligence in attempting to obtain the owner or renter’s verification and the written certification by the individual or head of household seeking assistance that his or her statement was true and complete;

(ii) Certification by the individual or head of household that no subsequent residence has been identified; and

(iii) Certification or other written documentation that the individual or family lacks the resources and support networks needed to obtain other permanent housing.

(4) If the individual or family qualifies as homeless under paragraph (3) of the homeless definition in § 576.2, because the individual or family does not otherwise qualify as homeless under the homeless definition but is an unaccompanied youth under 25 years of age, or homeless family with one or more children or youth, and is defined as homeless under another Federal statute or section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), the evidence must include:

(i) For paragraph (3)(i) of the homeless definition in § 576.2, certification of homeless status by the local private nonprofit organization or state or local governmental entity responsible for administering assistance under the Runaway and Homeless Youth Act (42 U.S.C. 5701 et seq.), the Head Start Act (42 U.S.C. 9831 et seq.), subtitle N of the Violence Against Women

(ii) For paragraph (3)(ii) of the homeless definition in § 576.2, referral by a housing or service provider, written observation by an outreach worker, or certification by the homeless individual or head of household seeking assistance;

(iii) For paragraph (3)(iii) of the homeless definition in § 576.2, certification by the individual or head of household and any available supporting documentation that the individual or family moved two or more times during the 60-day period immediately preceding the date of application for homeless assistance, including: recorded statements or records obtained from each owner or renter of housing, provider of shelter or housing, or social worker, case worker, or other appropriate official of a hospital or institution in which the individual or family resided; or, where these statements or records are unobtainable, a written record of the intake worker’s due diligence in attempting to obtain these statements or records. Where a move was due to the individual or family fleeing domestic violence, dating violence, sexual assault, or stalking, then the intake worker may alternatively obtain a written certification from the individual or head of household seeking assistance that they were fleeing that situation and that they resided at that address; and

(iv) For paragraph (3)(iv) of the homeless definition in § 576.2, written diagnosis from a professional who is licensed by the state to diagnose and treat that condition (or intake staff-recorded observation of disability that within 45 days of date of the application for assistance is confirmed by a professional who is licensed by the state to diagnose and treat that condition); employment records; department of corrections records; literacy, English proficiency tests; or other reasonable documentation of the conditions required under paragraph (3)(iv) of the homeless definition.

(5) If the individual or family qualifies under paragraph (4) of the homeless definition in § 576.2, because the individual or family is fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence, then acceptable evidence includes an oral statement by the individual or head of household seeking assistance that they are fleeing that situation, that no subsequent residence has been identified and that they lack the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other housing. If the individual or family is receiving shelter or services provided by a victim service provider, the oral statement must be documented by either a certification by the individual or head of household; or a certification by the intake worker. Otherwise, the oral statement that the
individual or head of household seeking assistance has not identified a subsequent residence and lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain housing must be documented by a certification by the individual or head of household that the oral statement is true and complete, and, where the safety of the individual or family would not be jeopardized, the domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening condition must be verified by a written observation by the intake worker or a written referral by a housing or service provider, social worker, legal assistance provider, health-care provider, law enforcement agency, legal assistance provider, pastoral counselor, or any other organization from whom the individual or head of household has sought assistance for domestic violence, dating violence, sexual assault, or stalking. The written referral or observation need only include the minimum amount of information necessary to document that the individual or family is fleeing, or attempting to flee domestic violence, dating violence, sexual assault, and stalking.

(c) At Risk Of Homelessness Status. For each individual or family who receives Emergency Solutions Grant (ESG) homelessness prevention assistance, the records must include the evidence relied upon to establish and verify the individual or family's “at risk of homelessness” status. This evidence must include an intake and certification form that meets HUD specifications and is completed by the recipient or subrecipient. The evidence must also include:

(1) If the program participant meets the criteria under paragraph (1) of the “at risk of homelessness” definition in § 576.2:

(i) The documentation specified under this section for determining annual income;

(ii) The program participant's certification on a form specified by HUD that the program participant has insufficient financial resources and support networks; e.g., family, friends, faith-based or other social networks, immediately available to attain housing stability and meets one or more of the conditions under paragraph (1)(ii) of the definition of “at risk of homelessness” in § 576.2;

(iii) The most reliable evidence available to show that the program participant does not have sufficient resources or support networks; e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition. Acceptable evidence includes:

(A) Source documents (e.g., notice of termination from employment, unemployment compensation statement, bank statement, health-care bill showing arrears, utility bill showing arrears);
(B) To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., former employer, public administrator, relative) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party that the applicant meets one or both of the criteria under paragraph (1)(ii) of the definition of “at risk of homelessness” in § 576.2; or

(C) To the extent that source documents and third-party verification are unobtainable, a written statement by the recipient's or subrecipient's intake staff describing the efforts taken to obtain the required evidence; and

(iv) The most reliable evidence available to show that the program participant meets one or more of the conditions under paragraph (1)(iii) of the definition of “at risk of homelessness” in § 576.2. Acceptable evidence includes:

(A) Source documents that evidence one or more of the conditions under paragraph (1)(iii) of the definition (e.g., eviction notice, notice of termination from employment, bank statement);

(B) To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., former employer, owner, primary leaseholder, public administrator, hotel or motel manager) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition of “at risk of homelessness”; or

(C) To the extent that source documents and third-party verification are unobtainable, a written statement by the recipient's or subrecipient's intake staff that the staff person has visited the applicant's residence and determined that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition or, if a visit is not practicable or relevant to the determination, a written statement by the recipient's or subrecipient's intake staff describing the efforts taken to obtain the required evidence; or

(2) If the program participant meets the criteria under paragraph (2) or (3) of the “at risk of homelessness” definition in § 576.2, certification of the child or youth's homeless status by the agency or organization responsible for administering assistance under the Runaway and Homeless Youth Act (42 U.S.C. 5701 et seq.), the Head Start Act (42 U.S.C. 9831 et seq.), subtitle N of the Violence Against Women Act of 1994 (42 U.S.C. 14043e et seq.), section 330 of the Public Health Service Act (42 U.S.C. 254b), the Food and Nutrition Act of 2008 (7 U.S.C. 2011

(d) **Determinations of Ineligibility.** For each individual and family determined ineligible to receive Emergency Solutions Grant (ESG) assistance, the record must include documentation of the reason for that determination.

(e) **Annual Income.** For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year, the following documentation of annual income must be maintained:

1. Income evaluation form containing the minimum requirements specified by HUD and completed by the recipient or subrecipient; and

2. Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);

3. To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or

4. To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

(f) **Program Participant Records.** In addition to evidence of homeless status or “at risk of homelessness” status, as applicable, records must be kept for each program participant that document:

1. The services and assistance provided to that program participant, including, as applicable, the security deposit, rental assistance, and utility payments made on behalf of the program participant;

2. Compliance with the applicable requirements for providing services and assistance to that program participant under the program components and eligible activities provisions at § 576.101 through § 576.106, the provision on determining eligibility and amount and type of assistance at § 576.401(a) and (b), and the provision on using appropriate assistance and services at § 576.401(d) and (e); and
(3) Where applicable, compliance with the termination of assistance requirement in § 576.402.

(g) Centralized Or Coordinated Assessment Systems And Procedures. The recipient and its subrecipients must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system(s) developed by the Continuum of Care(s) in accordance with the requirements established by HUD.

(h) Rental Assistance Agreements And Payments. The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.

(i) Utility Allowance. The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.

(j) Shelter And Housing Standards. The records must include documentation of compliance with the shelter and housing standards in § 576.403, including inspection reports.

(k) Emergency Shelter Facilities. The recipient must keep records of the emergency shelters assisted under the ESG program, including the amount and type of assistance provided to each emergency shelter. As applicable, the recipient's records must also include documentation of the value of the building before the rehabilitation of an existing emergency shelter or after the conversion of a building into an emergency shelter and copies of the recorded deed or use restrictions.

(l) Services And Assistance Provided. The recipient must keep records of the types of essential services, rental assistance, and housing stabilization and relocation services provided under the recipient's program and the amounts spent on these services and assistance. The recipient and its subrecipients that are units of general purpose local government must keep records to demonstrate compliance with the maintenance of effort requirement, including records of the unit of the general purpose local government's annual budgets and sources of funding for street outreach and emergency shelter services.

(m) Coordination With Continuum(s) Of Care And Other Programs. The recipient and its subrecipients must document their compliance with the requirements of § 576.400 for consulting with the Continuum(s) of Care and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs.

(n) HMIS. The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its subrecipients.

(o) Matching. The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in § 576.201. The records must indicate the particular
fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, noncash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

(p) **Conflicts of Interest.** The recipient and its subrecipients must keep records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.

(q) **Homeless Participation.** The recipient must document its compliance with the homeless participation requirements under § 576.405.

(r) **Faith-Based Activities.** The recipient and its subrecipients must document their compliance with the faith-based activities requirements under § 576.406.

(s) **Other Federal Requirements.** The recipient and its subrecipients must document their compliance with the Federal requirements in § 576.407, as applicable, including:

1. Records demonstrating compliance with the nondiscrimination and equal opportunity requirements under § 576.407(a), including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with ESG funds and the affirmative outreach requirements in § 576.407(b).

2. Records demonstrating compliance with the uniform administrative requirements in 24 CFR part 85 (for governments) and 24 CFR part 84 (for nonprofit organizations).

3. Records demonstrating compliance with the environmental review requirements, including flood insurance requirements.

4. Certifications and disclosure forms required under the lobbying and disclosure requirements in 24 CFR part 87.

(t) **Relocation.** The records must include documentation of compliance with the displacement, relocation, and acquisition requirements in § 576.408.

(u) **Financial records.**

1. The recipient must retain supporting documentation for all costs charged to the ESG grant.

2. The recipient and its subrecipients must keep documentation showing that ESG grant funds were spent on allowable costs in accordance with the requirements for

(3) The recipient and its subrecipients must retain records of the receipt and use of program income.

(4) The recipient must keep documentation of compliance with the expenditure limits in § 576.100 and the expenditure deadline in § 576.203.

(v) Subrecipients and contractors.

(1) The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable. If the recipient is a State, the recipient must keep records of each recapture and distribution of recaptured funds under § 576.501.

(2) The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 24 CFR 85.36 and 24 CFR 84.40-84.48.

(3) The recipient must ensure that its subrecipients comply with the recordkeeping requirements specified by the recipient and HUD notice or regulations.

(w) Other records specified by HUD. The recipient must keep other records specified by HUD.

(x) Confidentiality.

(1) The recipient and its subrecipients must develop and implement written procedures to ensure:

(i) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;

(ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and

(iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
(2) The confidentiality procedures of the recipient and its subrecipients must be in writing and must be maintained in accordance with this section.

(y) Period of record retention. All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(1) Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;

(2) Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and

(3) Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.

(z) Access to records.

(1) Federal government rights. Notwithstanding the confidentiality procedures established under paragraph (w) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the recipient and its subrecipients that are pertinent to the ESG grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.

(2) Public rights. The recipient must provide citizens, public agencies, and other interested parties with reasonable access (consistent with state and local laws regarding privacy and obligations of confidentiality and the confidentiality requirements in this part) to records regarding any uses of ESG funds the recipient received during the preceding 5 years.

(aa) Reports. The recipient must collect and report data on its use of ESG funds in the Integrated Disbursement and Information System (IDIS) and other reporting systems, as specified by HUD. The recipient must also comply with the reporting requirements in 24 CFR parts 85 and 91 and the reporting requirements under the Federal Funding Accountability and Transparency Act of 2006, (31 U.S.C. 6101 note), which are set forth in appendix A to 2 CFR part 170.
EXHIBIT F

Attach Subrecipient’s Certificates of Insurance
## Manatee County Government
### Acceptance of Gift and Donations
#### Property Valued at Less Than Ten Thousand Dollars ($10,000)

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<th>Description of Item(s) Donated</th>
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<th>Donor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of person or entity: David Haun</td>
</tr>
<tr>
<td>Address: 5602 80th Ave E, Palmetto, FL 34221</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assigned or Credited to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department: Public Safety</td>
</tr>
<tr>
<td>Division: Community Paramedicine</td>
</tr>
<tr>
<td>Account Key: 0010007103</td>
</tr>
<tr>
<td>Account Name: Community Paramedicine</td>
</tr>
<tr>
<td>Location of Donation: Public Safety Building</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Limitations on use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Intended use of donation</th>
</tr>
</thead>
<tbody>
<tr>
<td>DME Lending Closet</td>
</tr>
</tbody>
</table>

**Director's Signature:** [Signature]
**Phone:** 3571

Send a signed and completed original to the County Administrator's office.

### COUNTY ADMINISTRATOR’S Recommendation
- [ ] Accept
- [ ] Decline

**Date:** 2-14-19
**Signature:** [Signature]

**Comments:**

### For Departmental Use
- [ ] Letter of appreciation to Donor
- [ ] Board of County Commissioners (copy of letter with pertinent info)
- [ ] Office of the Tax Collector (for property subject to taxation/valuation)
- [ ] Office of the Property Appraiser (for property subject to taxation/valuation)
- [ ] Clerk of the Circuit Court (Asset Management)
- [ ] Fleet Services (Vehicle or vessel tag and title transfer)

Revised August, 2014
January 28, 2019

Paul DeCicco, Chief, EMS Division
Manatee County Public Safety Department
Post Office Box 1000
Bradenton, Florida 34206-1000

Dear Chief DeCicco:

I am pleased to award the Emergency Medical Services (EMS) County Grant, ID Code C7041 in the amount of $36,521.00 to Manatee County. The purpose of this grant is to improve and expand pre-hospital EMS. Section 401.113(2) (a), Florida Statutes, authorizes and requires this grant program, which is Number 64.005 in the Florida Catalog of State Financial Assistance. The money is state funds from the Department of Health’s EMS Trust Fund and there are no federal funds involved.

Your funds for the stated amount will be sent in full, in advance, within approximately 30 days. The grant begins the date of this letter and ends January 31, 2020. Please note that the county must report to the state its grant activities and purchases by the following dates: May 17, 2019, October 11, 2019, and February 14, 2020, the final report. Your signed grant application affirms you have read, understand, and will comply with the conditions and requirements in the “Florida EMS County Grant Program Application Packet, December 2008.”

Thank you for your participation in this state EMS grant program. If you need assistance, please contact Mr. Alan Van Lewen, Health Services and Facilities Consultant in the Bureau of Emergency Medical Oversight, EMS Section at (950) 558-9550.

Sincerely,

Doug Woodlief
Division Director
Emergency Preparedness and Community Support

DHW/avl
January 17, 2019

Mr. Alan Van Lewen
Health Services and Facilities Consultant
Bureau of Emergency Medical Services Grants Program
4052 Bald Cypress Way, Bin A 22
Tallahassee, FL 32399-1738

Dear Mr. Van Lewen:

Enclosed please find the completed EMS County Grant application along with our resolution certifying the EMS county grant funds shall be used to improve and expand prehospital EMS.

Sincerely,

[Signature]

Paul Di Cicco, Chief
Emergency Medical Services
EMS COUNTY GRANT APPLICATION

FLORIDA DEPARTMENT OF HEALTH
Emergency Medical Services Program
Complete all items

ID Code (The State EMS Program will assign the ID Code – leave this blank) C70

1. County Name: Manatee County Government
   Business Address:
   P.O. Box 1000
   Bradenton, FL 34206-1000
   Telephone: 941-748-4501 ext. 1645
   Federal Tax ID Number (Nine Digit Number): VF 596000727

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the county shall comply fully with the conditions outlined in the Florida EMS County Grant Application.
   Signature: [Signature]
   Printed Name: Paul DiCicco
   Position Title: Chief, EMS Division, Public Safety Department
   Date: 1/15/2019

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)
   Name: Paul DiCicco
   Position Title: Chief, EMS Division, Public Safety Department
   Address:
   P.O. Box 1000
   Bradenton, FL 34206-1000
   Telephone: 941-748-4501 ext. 1645
   Fax Number: 941-749-3568
   E-mail Address: paul.dicicco@mymanatee.org

4. Resolution: Attach a resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures. We cannot process for funds without this resolution.

5. Organization List: Complete a budget page(s) for each organization, which at your option you will provide funds. List the organization(s) below. (Use additional pages if necessary)
   Manatee County Department of Public Safety

BUDGET PAGE

A. Salaries and Benefits:
For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

TOTAL Salaries = $ 0.00
TOTAL FICA & Other Benefits = $ 0.00
Total Salaries & Benefits = $ 0.00

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

<table>
<thead>
<tr>
<th>List the item and, if applicable, the quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Expenses = $ 0.00

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non consumable and non expendable nature with a normal expected life of one (1) year or more.

<table>
<thead>
<tr>
<th>List the item and, if applicable, the quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stryker Power Pro Ambulance Cot</td>
<td>$16,521.00</td>
</tr>
<tr>
<td>Community Paramedicine Documentation Software</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

Total Vehicles & Equipment = $35,521.00
Grand Total = $36,521.00

DH 1684, December 2008
REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of section 401.113(2) (a), Florida Statutes, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:
The agency name, address, and federal ID number must be in the state MyFloridaMarketPlace (MFMP) system. Ask a finance person in your organization who does business with the state to provide these.

Name of Agency: Manatee County Government / Clerk of the Court

Mailing Address: P.O. Box 1000
Bradenton, Florida 34208-1000

Federal 9-digit Identification Number: 596000727 3-digit seq. code

Signature: Stephen Jonsson, Chairman, Manatee County Board of County Commissioners
Date: 1/15/2019
Type or Print Name and Title

Sign and return this page with your application to:

Florida Department of Health
Emergency Medical Services Unit, Grants
4052 Bald Cypress Way, Bin A-22
Tallahassee, Florida 32399-1722

Grant Amount for State to Pay: $ Grant ID: Code: C70

Approved By: ______________________ Signature of State EMS Unit Supervisor Date ______________________

Approved By: ______________________ Signature of Contract Manager Date ______________________

State Fiscal Year: 2018 - 2019

Organization Code 64-61-70-30-000 E.O. 05 OCA SF005 Object Code 751000 Category 059998

Federal Tax ID: VF Seq. Code: ___ ___ ___ ___ ___ ___

Grant Beginning Date: ______________________ Grant Ending Date: ______________________

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, OF MANATEE COUNTY, FLORIDA, AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF A GRANT FROM THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, BUREAU OF EMERGENCY MEDICAL SERVICES; AND CERTIFYING THE AWARD PROGRAM WILL IMPROVE AND EXPAND THE COUNTY’S EXISTING PREHOSPITAL EMERGENCY MEDICAL SERVICES SYSTEM; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE ALL RELATED GRANT DOCUMENTS.

WHEREAS, the State of Florida Department of Health, Division of Emergency Medical Services distributes county grant funding to assist public organizations to improve and expand their EMS systems; and

WHEREAS, The Manatee County Board of County Commissioners is eligible to submit an EMS County Grant application; and

WHEREAS, the Manatee County Department of Public Safety, Division of Emergency Medical Services, has identified the need to improve and expand the County’s prehospital Emergency Medical System in accordance with Chapter 401.113, Florida Statutes.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida, that:

1. The submission and acceptance of the EMS County Grant from the State of Florida Department of Health, Bureau of Emergency Medical Services System is hereby authorized.

2. The EMS County Grant Award will not be utilized to substitute the existing County EMS Budget allocations.

3. The County Administrator or designee is hereby authorized to execute the grant related documents necessary for the grant processes.

ADOPTED with a quorum present and voting this 15th day of January, 2019

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: [Signature]
Chairperson, Board of County Commissioners

ATTEST: Angelina Colonese
Clerk of the Circuit Court

By: [Signature]

STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the document on file in my office.

FLORIDA COURT RECORDS ACT

[Stamp]
RESOLUTION B-19-047
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2018-2019

WHEREAS, Florida Statutes 129.06 authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed

b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund or to create an appropriation in the fund for any lawful purpose

c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2018-2019 budget is hereby amended in accordance with FS 129.06 as described in the description and specified in the budget adjustment batch file listed below:

<table>
<thead>
<tr>
<th>Department</th>
<th>PUBLIC SAFETY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund</td>
<td>EMERGENCY MEDICAL SVCS TRUST</td>
</tr>
<tr>
<td>Description</td>
<td>Appropriates $36,521 in grant revenues in the Emergency Medical Services Trust fund from the Department of Health for the FY18-19 Emergency Medical Services (EMS) grant. The grant application is being presented to the Board along with this budget amendment.</td>
</tr>
<tr>
<td>Batch ID</td>
<td>CT10319A/B</td>
</tr>
<tr>
<td>Reference</td>
<td>BU19000190</td>
</tr>
</tbody>
</table>

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 15TH DAY OF

January 2019

BOARDS OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Attest: Angelina Colomneso
Clerk of Circuit Court

By: [Signature]
Deputy Clerk

STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the document on file in my office.

[Signature]
Deputy Clerk
AMENDMENT NUMBER THREE TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECPIENT FUNDING AGREEMENT
BETWEEN
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
TURNING POINTS
FOR
EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM

THIS IS AMENDMENT NUMBER THREE to the Agreement made and entered into on
March 6, 2018 by and between the COUNTY OF MANATEE, a political subdivision of the State of
Florida (hereinafter referred to as “County” or “Grantee” or “Recipient”), and COMMUNITY
COALITION ON HOMELESSNESS CORPORATION d/b/a TURNING POINTS, a not-for-profit
corporation existing under the laws of the State of Florida (hereinafter referred to as “Subrecipient”).

WHEREAS, the parties hereto entered into a Subrecipient Funding Agreement, whereas
Subrecipient will be responsible for providing the Emergency Solutions Grant Program (ESG). The
program provides emergency financial rental assistance as detailed in the ESG Notice for the prevention
of homelessness; and, other related costs such as fees for housing relocation and stabilization services,
including case management, outreach, housing search and placement, legal services, mediation, and
credit repair; and, data collection and evaluation including costs associated with operating HUD
approved homeless management information systems (HMIS) for purposes of collecting unduplicated
counts of homeless persons and analyzing patterns of use of the ESG funds; and planning and
administration fees associated with said services. This program will target households below thirty
percent (30%) of the Area Median Income (AMI) who are homeless or would be homeless but for this
assistance; and

WHEREAS, Exhibit B has been revised to move $325.00 from case management to financial
assistance; and

WHEREAS, Exhibit C, Time for Performance, has been revised to extend the deadline for
expenditures to March 30, 2019; and

WHEREAS, Section 10 of the Agreement provides that the Agreement may be amended only
by written agreement executed by the governing boards of both parties; and

WHEREAS, the County finds that such Amendment would be in the best interest of the citizens
of Manatee County.
NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained in the Amendment, the parties hereto agree as follows:

Exhibit B, Payments, and Attachment B1, and Attachment C of the Agreement, are amended as attached.

All other terms and conditions of the Agreement shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES:

Sign Name: [Signature]
Print Name: [Print Name]

SUBRECIPIENT:

By: [Signature]
Print Name: Adell Erozer, Director
DUNS #: 101926173
Email: aerrozer@tpmanatee.org

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners
By: [Signature]
Geraldine C. Lopez, Director, Redevelopment and Economic Opportunity Department (per Resolution R-17-084)

Date of Execution: 3/1/19
EXHIBIT B

PAYMENTS

1. County shall pay a maximum of One Hundred Thirty-Five Thousand Five Hundred Forty-Four and 00/100 Dollars ($135,544.00) to the Subrecipient for the ESG program. Compensation to the Subrecipient shall be computed based on actual hours performed times the fee rate for Case Management Professiona Services established below, plus reimbursable expenses up to the maximum amount authorized by this Agreement. Subrecipient shall accept that amount toward the cost of implementing the Project described in Exhibit A of this Agreement, as follows:

   a. The following budget covers items that will be funded by Grantee*.

      | Line Item                              | Amount   |
      |----------------------------------------|----------|
      | Case Management Professional Fees      | $17,725.00 |
      | Housing Search and Placement Costs     | $3,075.00 |
      | Financial Assistance                   | $113,544.00 |
      | Total                                  | $135,544.00 |

   * Grantee’s representative may approve adjustments between line item amounts provided in Exhibit B provided such adjustments do not change the total activity amount funded by the Grantee.

   b. Case Management Professional Fees shall be paid monthly by the County in the amount of $75.00 for each unit of service. A unit of service is defined as one hour of service provided to a client who has been reported to the HMIS Lead, and, inclusive of indirect costs, as defined in Exhibit A of this Agreement. Units of service shall be rounded to the nearest quarter hour. A maximum of 360 hours shall be provided at a cost of $75.00 per hour.

   c. Housing Search and Placement Costs shall be paid monthly by the County in the amount of $75.00 for each unit of service. A unit of service is defined as one or more inspections required to deem the residential unit safe and code compliant. A maximum of 50 units shall be paid at a cost of $75.00 per unit.

   d. HMIS Component shall be paid monthly for payment of participation fees charged by the HMIS Lead in the amount of $100.00 per month for twelve (12) months.

   e. Any funds in excess of the amount provided by the County shall be provided by Subrecipient.

2. A request for payment of Professional Fees shall include the Case Manager’s time sheet indicating total hours of service provided for the billing period.

2. A request for payment of HMIS component shall include copies of paid invoices for the payment to the HMIS Lead Agency with a copy of all the cancelled checks or electronic statements showing actual payment for HMIS participation fee.
3. A request for payment of the Housing Search and Inspection Costs shall include the 3-part inspection request/worksheets (Attachment B2); ESG - Request for Unit Approval, Rental Unit: ESG Lead Screening Worksheet, and Rental Unit: ESG Habitability Standards Inspection Checklist for each inspection that reimbursement is requested. Subrecipient shall provide documentation that the cost incurred is allowable to this funding source.

4. Reimbursement of all Financial Assistance funds by the County shall be for actual costs incurred by Subrecipient for Rental Application Fees, Security Deposits, Utility Deposits, Utility Payments, and Rental Assistance. Requests for payment shall include adequate documentation of expenses, copies of paid invoices for the services provided, and a copy of all cancelled checks or electronic statements showing actual payment for financial assistance. Subrecipient shall provide documentation that the cost incurred is allowable to this funding source.

5. The County may disapprove requests for payment which are not consistent with the terms of this Agreement.

6. Subrecipient shall provide a request for payment by the 15th of the month which shall include:
   
   a. A completed Request for Payment form (Attachment B1).
   
   b. A summary detailing the support documentation of the payment request.
   
   c. An invoice on agency letterhead summarizing the payment request.

7. An estimated Final Payment Request will be due during the first week in September of each year. The required documentation of those expenses does not have to be provided to the County at such time. Within fifteen (15) calendar days of the end of the program year, the Subrecipient shall render all actual final expenses and required documentation of said expenses. County shall not be responsible for the payment of any charges, claims, or demands of the Subrecipient not received within said fifteen (15) day period.

8. County shall have no obligation to pay Subrecipient any sum in excess of the Funds received for making payments under this Agreement. If County is required to repay any Funds paid under this Agreement, Subrecipient shall repay the Funds or reimburse County if County has repaid the Funds.

9. As services under this Agreement are performed under a unit cost basis, documentation for payment, cost-reimbursement or indirect costs are not applicable.

10. The County may disapprove requests for payment which are not consistent with the terms of this Agreement.
Attachment B1

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
EMERGENCY SOLUTIONS GRANT REQUEST FOR PAYMENT

SUBRECIPIENT: Community Coalition on Homelessness/Turning Points

PROJECT/PROGRAM NAME: ESG Program

PAYMENT REQUEST FOR MONTH OF: February 2019

SECTION 1: REQUEST FOR PAYMENT

<table>
<thead>
<tr>
<th>REQUEST THIS PERIOD</th>
<th>TOTAL FUNDING</th>
<th>REQUESTED YEAR-TO-DATE</th>
<th>BALANCE OF FUNDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$325.00</td>
<td>$135,544.00</td>
<td>$135,544.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

SECTION 2: CLIENT SERVICES

<table>
<thead>
<tr>
<th>UNIT COST</th>
<th>UNIT CONTRACT TOTAL</th>
<th>Y-T-D TOTAL PRIOR</th>
<th>TOTAL THIS PERIOD</th>
<th>TOTAL Y-T-D</th>
<th>% OF PLAN ACHIEVED</th>
<th>% OF TIME ELAPSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Case Mgmt. $75.00/hr.</td>
<td>$17,625.00</td>
<td>$17,400.00</td>
<td>$225.00</td>
<td>$17,625.00</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Housing Search and Placement Costs $75.00/ea.</td>
<td>$3,075.00</td>
<td>$3,075.00</td>
<td>$0.00</td>
<td>$3,075.00</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>HMIS $100.00/mo.</td>
<td>$1,200.00</td>
<td>$1,200.00</td>
<td>$0.00</td>
<td>$1,200.00</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>

SECTION 3: SUPPORTING DOCUMENTATION

Attach:
1. Invoice on agency letterhead for the payment request.
2. Summary of support documentation for the payment amount being requested.

PREPARED BY: ____________________________ DATE: ____________________________

I attest that the information presented in this Request for Payment is true and accurate to the best of my knowledge.

AUTHORIZED SIGNATURE: ____________________________ DATE: ____________________________

Please Make Check Payable to: ____________________________
Please Submit to: ____________________________

DO NOT WRITE BELOW THIS LINE

ESG CONTRACT MANAGER ____________________________ DATE ______________
EXHIBIT C

TIME FOR PERFORMANCE

1. Progress in implementation of services under this Agreement shall be measured against the following levels of accomplishments:

   a. A family “served” is considered, at a minimum, a family that receives financial assistance to prevent homelessness.

   b. Subrecipient will serve thirty (30) unduplicated families over the period from October 1, 2017 to March 30, 2019.

2. County's contract representative may accept variances in the level of service and shall be responsible for advising Subrecipient if it appears that Subrecipient is not in substantial compliance with this Agreement or if at any time Subrecipient has failed any requirement placed on County related to the funds.

3. Subrecipient will complete and submit Monthly Progress Reports (Attachment C1) to the County by the 15th of each month. These progress reports will be in the format required by the County that will include a comparison of the actual number of clients served versus the proposed number of clients served for the preceding month. The report also identifies any obstacles encountered and the efforts made to overcome identified obstacles.

4. Subrecipient will complete and submit Quarterly Demographic Reports (Attachment C2) to the County. The Reports will be in the format required by the County and will report the necessary data as required in “Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs”, published in the Federal Register on March 7, 2006.

5. Subrecipient will complete and submit Quarterly Outcomes Report (Attachment C3) to the County. The Subrecipient shall track and report program outcome results, as identified in Exhibit A, item 4, for the clients served during the quarter.
## Manatee County Government
### Acceptance of Gift and Donations
#### Property Valued at Less Than Ten Thousand Dollars ($10,000)

<table>
<thead>
<tr>
<th>Description of Item(s) Donated</th>
<th>Various medical supplies and hospital bed</th>
<th>Date Received: 1/30/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of person or entity:</td>
<td>John Coakley</td>
<td>Value of Donation: $1200</td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11211 27th Ct E</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parrish, FL 34219</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Donor Information             |                                          |                        |
|-------------------------------|                                          |                        |
| Assigned or Credited to:      | Department: Public Safety                | Division: Community Paramedicine |
|                               | Account Key: 0010007103                  | Account Name: Community Paramedicine |
|                               | Location of Donation: Public Safety Building |                        |

| Limitations on use            | If yes, specify:                         |                        |
|-------------------------------|                                          |                        |
| Yes                           |                                          |                        |
| No                            |                                          |                        |

| Intended use of donation      | DME Lending Closet                       |                        |

| Director's Signature:         |                                          |                        |
| Phone:                        |                                          |                        |
| 5571                          |                                          |                        |

Send a signed and completed original to the County Administrator's office.

### COUNTY ADMINISTRATOR'S Recommendation
- [ ] Accept
- [ ] Decline

<table>
<thead>
<tr>
<th>Date:</th>
<th>2-5-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>

Comments:

### For Departmental Use
- [ ] Letter of appreciation to Donor
- [ ] Board of County Commissioners (copy of letter with pertinent info)
- [ ] Office of the Tax Collector (for property subject to taxation/valuation)
- [ ] Office of the Property Appraiser (for property subject to taxation/valuation)
- [ ] Clerk of the Circuit Court (Asset Management)
- [ ] Fleet Services (Vehicle or vessel tag and title transfer)
<table>
<thead>
<tr>
<th>Description of Item(s) Donated</th>
<th>Date Received: 02/11/2019</th>
<th>Value of Donation: $400</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2) Shower Chairs, Bed Wedge, Bed Rail, Disposable Underpads, Raised Toilet Seat</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Donor Information | |
|-------------------|-----------------
| Name of person or entity: | Linda and Howard Speil |
| Address: | 1335 Beilhaven Road  
San Marino, CA 91108 |
| Phone: | |

| Assigned or Credited to: | |
|-------------------------|-----------------
| Department: Public Safety | Division: Community Paramedicine |
| Account Key: 0010007103 | Account Name: Community Paramedicine |
| Location of Donation: | Public Safety Building |

| Limitations on use | |
|--------------------|-----------------
| Yes | If yes, specify: |
| No | |

| Intended use of donation | DME Lending Closet |

<table>
<thead>
<tr>
<th>Director's Signature:</th>
<th>Phone: 3511</th>
</tr>
</thead>
</table>

Send a signed and completed original to the County Administrator's office.

### COUNTY ADMINISTRATOR'S Recommendation

- [x] Accept
- [ ] Decline

Date: 2-14-19  
Signature: [Signature]

Comments:

### For Departmental Use

- [ ] Letter of appreciation to Donor
- [ ] Board of County Commissioners (copy of letter with pertinent info)
- [ ] Office of the Tax Collector (for property subject to taxation/valuation)
- [ ] Office of the Property Appraiser (for property subject to taxation/valuation)
- [ ] Clerk of the Circuit Court (Asset Management)
- [ ] Fleet Services (Vehicle or vessel tag and title transfer)
Manatee County Government
Acceptance of Gift and Donations
Property Valued at Less Than Ten Thousand Dollars ($10,000)

<table>
<thead>
<tr>
<th>Description of Item(s) Donated</th>
<th>Various medical supplies and equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Received:</td>
<td>1/29/19</td>
</tr>
<tr>
<td>Value of Donation:</td>
<td>$1500</td>
</tr>
</tbody>
</table>

**Donor Information**

<table>
<thead>
<tr>
<th>Name of person or entity:</th>
<th>Marry Suchy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>13788 6th Pl E, Bradenton, FL 34212</td>
</tr>
</tbody>
</table>

**Assigned or Credited to:**

<table>
<thead>
<tr>
<th>Department:</th>
<th>Public Safety</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division:</td>
<td>Community Paramedicine</td>
</tr>
<tr>
<td>Account Key:</td>
<td>0010007103</td>
</tr>
<tr>
<td>Account Name:</td>
<td>Community Paramedicine</td>
</tr>
<tr>
<td>Location of Donation:</td>
<td>Public Safety Building</td>
</tr>
<tr>
<td>Intended use of donation:</td>
<td>DME Lending Closet</td>
</tr>
</tbody>
</table>

**Limitations on use**

- [ ] Yes
- [x] No

**Director's Signature:** [Signature]

**Phone:** 3511

Send a signed and completed original to the County Administrator's office.

**COUNTY ADMINISTRATOR’S Recommendation**

- [x] Accept
- [ ] Decline

**Date:** 9-5-19

**Comments:**

**For Departmental Use**

- [ ] Letter of appreciation to Donor
- [ ] Board of County Commissioners (copy of letter with pertinent info)
- [ ] Office of the Tax Collector (for property subject to taxation/valuation)
- [ ] Office of the Property Appraiser (for property subject to taxation/valuation)
- [ ] Clerk of the Circuit Court (Asset Management)
- [ ] Fleet Services (Vehicle or vessel tag and title transfer)

Revised August, 2014
# Manatee County Government

## Acceptance of Gift and Donations

**Property Valued at Less Than Ten Thousand Dollars ($10,000)**

<table>
<thead>
<tr>
<th>Description of Item(s) Donated</th>
<th>Wheelchair, Rollator, Cane, Incontinence Supplies</th>
<th>Date Received: 01/18/19</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Value of Donation:</strong></td>
<td>$350</td>
<td></td>
</tr>
<tr>
<td><strong>Donor Information</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Name of person or entity:</strong></td>
<td>Lorna McGrath</td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>12523 Rockrose Glen, Lakewood Ranch, FL 34202</td>
<td></td>
</tr>
<tr>
<td><strong>Assigned or Credited to:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Department:</strong></td>
<td>Public Safety</td>
<td></td>
</tr>
<tr>
<td><strong>Division:</strong></td>
<td>Community Paramedicine</td>
<td></td>
</tr>
<tr>
<td><strong>Account Key:</strong></td>
<td>0010007103</td>
<td></td>
</tr>
<tr>
<td><strong>Account Name:</strong></td>
<td>Community Paramedicine</td>
<td></td>
</tr>
<tr>
<td><strong>Location of Donation:</strong></td>
<td>Public Safety Building</td>
<td></td>
</tr>
<tr>
<td><strong>Limitations on use</strong></td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td><strong>Intended use of donation</strong></td>
<td>DME Lending Closet</td>
<td></td>
</tr>
<tr>
<td><strong>Director’s Signature:</strong></td>
<td>[Signature]</td>
<td></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>3511</td>
<td></td>
</tr>
</tbody>
</table>

Send a signed and completed original to the County Administrator’s office.

## COUNTY ADMINISTRATOR’S Recommendation

- **Accept**
- **Decline**

**Date:** [Signature]

**Comments:**

For Departmental Use:

- Letter of appreciation to Donor
- Board of County Commissioners (copy of letter with pertinent info)
- Office of the Tax Collector (for property subject to taxation/valuation)
- Office of the Property Appraiser (for property subject to taxation/valuation)
- Clerk of the Circuit Court (Asset Management)
- Fleet Services (Vehicle or vessel tag and title transfer)

Revised August, 2014
# Manatee County Government

**Acceptance of Gift and Donations**

**Property Valued at Less Than Ten Thousand Dollars ($10,000)**

<table>
<thead>
<tr>
<th>Description of Item(s) Donated</th>
<th>Walker, toilet chair, shower chair, incontinence supplies, nebulizers, tubing, pedal machine.</th>
<th>Date Received: 1/29/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of person or entity:</td>
<td>Laura Yahres</td>
<td>Value of Donation: $500</td>
</tr>
<tr>
<td>Address:</td>
<td>5642 Creekwood Dr Sarasota, FL 34233</td>
<td></td>
</tr>
<tr>
<td>Assigned or Credited to:</td>
<td>Department: Public Safety Division: Community Paramedicine</td>
<td></td>
</tr>
<tr>
<td>Account Key:</td>
<td>0010007103</td>
<td></td>
</tr>
<tr>
<td>Location of Donation:</td>
<td>Public Safety Building</td>
<td></td>
</tr>
<tr>
<td>Intended use of donation:</td>
<td>DME Lending Closet</td>
<td></td>
</tr>
<tr>
<td>Limitations on use</td>
<td>Yes</td>
<td>If yes, specify:</td>
</tr>
<tr>
<td></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Director's Signature:</td>
<td></td>
<td>Phone: 941-320-7282</td>
</tr>
</tbody>
</table>

Send a signed and completed original to the County Administrator's office.

## COUNTY ADMINISTRATOR'S Recommendation

- [x] Accept
- [ ] Decline

Date: 2-3-17  
Signature: [Signature]

Comments:

### For Departmental Use

- [ ] Letter of appreciation to Donor
- [ ] Board of County Commissioners (copy of letter with pertinent info)
- [ ] Office of the Tax Collector (for property subject to taxation/valuation)
- [ ] Office of the Property Appraiser (for property subject to taxation/valuation)
- [ ] Clerk of the Circuit Court (Asset Management)
- [ ] Fleet Services (Vehicle or vessel tag and title transfer)
FUNDING AGREEMENT
BETWEEN MANATEE COUNTY, FLORIDA
AND SUN COAST LOADED CANNON DISTILLED SPIRITS

under this Agreement have been finally settled, regardless of when such claims are made.

5. Company shall prepare all necessary information and reports as requested, to assure compliance with the provisions of this Agreement and any State law or local regulations.

6. County shall have the right to obtain and review any information or records pertaining to this Agreement. Company shall make information and records available during a mutually agreed upon time.

7. The Company’s President is designated as the representatives authorized to act on behalf of the Company on matters related to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

WITNESSES:

Sign Name
Print Name

Sign Name
Print Name

WITNESSES:

Sign Name
Print Name

Sign Name
Print Name

COMPANY:

By:

Print Name: William Steven Milligan
Title: President
Phone Number: (941) 703-2333

COUNTY OF MANATEE, FLORIDA

By:

Geraldine Campos Lopez, Director
Redevelopment & Economic Opportunity Department

Date of Execution: 1/15/19
FUNDING AGREEMENT
BETWEEN MANATEE COUNTY, FLORIDA
AND SUN COAST LOADED CANNON DISTILLED SPIRITS

THIS IS AN AGREEMENT by and between MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and Sun Coast Loaded Cannon Distilled Spirits, ("hereinafter Company"), whose mailing address is 673 Regatta Way Bradenton, FL 34208.

WHEREAS, the Manatee County Board of County Commissioners adopted an Economic Development Incentive Grant Program on April 21, 2009 for those businesses that create a minimum of five (5) quality jobs in targeted industries paying at least 115% of the average annual Manatee County wage and provided criteria for customized incentives; and

WHEREAS, the Manatee County Board of County Commissioners adopted Resolution R-18-042 on March 20, 2018, approving Company (identified therein as “Project Galleon”) as a locally qualified target industry for customized economic development incentives; and

WHEREAS, Resolution R-18-042 (Exhibit 1) provides $15,000 for participation with Company for economic development incentives based on job creation; and

WHEREAS, Company is locating a facility Manatee County and will create fifteen (15) new jobs in Manatee County paying at least 115% of the 2016 average annual wage; and

WHEREAS, the increased capital investment, the creation and retention of quality jobs and increased flow of new dollars to Manatee County results in a broadening of the tax base and opportunities for a better quality of life for Manatee County residents.

NOW THEREFORE, the parties agree as follows:

1. Company shall submit One (1) original and Two (2) copies of the following by April 30th annually in the billing year immediately following previous job creation year as outlined in the schedule below for the term of the Agreement which will commence on January 1, 2019 and end on September 30, 2024:

   A. Invoice requesting payment for number of jobs created per Exhibit 1 (Resolution R-18-042)

   B. W-9 (Request for Taxpayer Identification Number and Certification)

   C. Documentation of net annual employees to include:

      i. Employee roster showing number of permanent full-time employees on beginning of job creation year with employee identifying number, average annual wage of at least $46,099 for the duration of the Agreement for Company employees (Total W-2 wages for all listed employees divided by total number of employees; for purposes of calculating the average wage, W-2 wages should be annualized for employees hired after January 1st), and job title.
FUNDING AGREEMENT
BETWEEN MANATEE COUNTY, FLORIDA
AND SUN COAST LOADED CANNON DISTILLED SPIRITS

- Employee roster showing number of permanent full-time employees on December 31st of job creation year with employee identifying number, average annual wage of at least $46,099 for the duration of the Agreement for Company employees (Total W-2 wages for all listed employees divided by total number of employees; for purposes of calculating the average wage, W-2 wages should be annualized for employees hired after January 1st), and job title, showing new hires.

Required documentation shall be submitted to the County’s representative:
Karen M. Stewart, County Economic Development Official
Manatee County Government
Redevelopment & Economic Opportunity Department
1112 Manatee Ave W, 3rd Floor
Bradenton, FL 34205

Job creation, billing, and payment schedule will be as follows for the term of the Agreement:

<table>
<thead>
<tr>
<th>Job Creation Year</th>
<th>Manatee County Billing Year</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/19-12/31/19</td>
<td>2019 (FY 2019-2020)</td>
<td>$4,000</td>
</tr>
<tr>
<td>01/01/20-12/31/20</td>
<td>2020 (FY 2020-2021)</td>
<td>$7,000</td>
</tr>
<tr>
<td>01/01/21-12/31/21</td>
<td>2021 (FY 2021-2022)</td>
<td>$2,000</td>
</tr>
<tr>
<td>01/01/22-12/31/22</td>
<td>2022 (FY 2022-2023)</td>
<td>$1,000</td>
</tr>
<tr>
<td>01/01/23-12/31/23</td>
<td>2023 (FY 2023-2024)</td>
<td>$1,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$15,000</td>
</tr>
</tbody>
</table>

2. County shall reimburse Company $1,000 per job created according to the projected schedule in item one. Net jobs created must be maintained for a period of five years. There is no penalty if the maximum number of jobs to be created annually is not met, however: Company will only be paid for the actual number of jobs created annually. Company may request a modification to the annual reimbursement amount. The request shall be in written form to the Manatee County Redevelopment & Economic Opportunity Department, and shall state specific reasons for modification request. Approval shall be provided in written form prior to submittal of Company’s request for reimbursement. The total amount paid to Company shall not exceed $15,000 for the period identified above.

3. The Company shall indemnify, keep and save harmless, County, its agents, officials and employees, against all claims, liabilities, judgments, costs, attorney’s fees and other expenses incurred in connection with this Agreement, and if any judgment shall be rendered against the County in any action arising out of the performance of this Agreement or those projects undertaken by the Company shall, at its expense, satisfy and discharge same. The indemnity hereunder shall continue until such times as any and all claims arising
AMENDMENT NUMBER TWO TO THE AGREEMENT
FOR ECONOMIC DEVELOPMENT INCENTIVES
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS AND SAFRAN ELECTRICAL & POWER
USA, LLC

THIS IS AMENDMENT NUMBER TWO to the Agreement, entered into for the term of the
Agreement commencing on November 17, 2015, hereinafter referred to as "Agreement,"
between the County of Manatee, a political subdivision of the State of Florida, hereinafter
referred to as "County," and Safran Electrical & Power USA, LLC, hereinafter referred to as
"Company."

WHEREAS, the Manatee County Board of County Commissioners adopted Resolution R-
14-174 on December 16, 2014, approving the Company (identified therein as “Project Avalon”) as a locally qualified target industry for economic development incentives; and

WHEREAS, Resolution R-14-174 provides $168,000 for participation with the Company for Economic Development Incentives based on job creation; and

WHEREAS, on December 16, 2014, the County and Company entered into an Agreement for job creation as defined in Resolution R-14-174; and

WHEREAS, the County and Company have identified a need to amend the job creation, billing and payment schedule of the Agreement; and

WHEREAS, the County finds that such amendment is in the best interest of the citizens of the County.

NOW, THEREFORE, in consideration of mutual covenants, promises, and representations contained in this amendment, the parties hereto agree as follows:

1. Job creation, billing and payment schedule of the Agreement shall be amended as follows:

Job creation, billing, and payment schedule is projected as follows for the term of the Agreement:

<table>
<thead>
<tr>
<th>Job Creation Year</th>
<th>Manatee County Billing Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/16/14-12/31/16</td>
<td>2017 (FY 2016-2017)</td>
<td>$42,000 PAID</td>
</tr>
<tr>
<td>01/01/17-12/31/17</td>
<td>2018 (FY 2017-2018)</td>
<td>$50,000 PAID</td>
</tr>
<tr>
<td>01/01/18-12/31/18</td>
<td>2019 (FY 2018-2019)</td>
<td>$42,000</td>
</tr>
<tr>
<td>01/01/19-12/31/19</td>
<td>2020 (FY 2019-2020)</td>
<td>$20,000</td>
</tr>
<tr>
<td>01/01/20-12/31/20</td>
<td>2021 (FY 2020-2021)</td>
<td>$14,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$168,000</td>
</tr>
</tbody>
</table>
2. All other terms and conditions of the Agreement shall remain in full force and in effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Two to the Agreement to be fully executed, in duplicate by their authorized representatives.

WITNESSES:
Sign Name: 
Print Name: Joshua D. Haury

Sign Name: 
Print Name: Todd C Bohlmann

COMPANY:
By: Chris J. Feldman
Print Name: Chris Feldman
Title: Director of Contracts
Phone Number: (330) 487-2095

WITNESSES:
Sign Name: 
Print Name: 

Sign Name: 
Print Name: 

COUNTY OF MANATEE, FLORIDA:
By: Geraldine Campos Lopez, Director

Redevelopment & Economic Opportunity Department
Date of Execution: 2/20/19
FUNDING AGREEMENT
BETWEEN MANATEE COUNTY, FLORIDA
AND PD MYCO LLC.

THIS IS AN AGREEMENT by and between MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), whose mailing address is Post Office Box 1000, Bradenton, Florida 34206 and PD Myco Trailers LLC., ("hereinafter Company"), whose mailing address is 2703 29th Avenue East Bradenton, FL 34208.

WHEREAS, the Manatee County Board of County Commissioners adopted an Economic Development Incentive Grant Program on April 21, 2009 for those businesses that create a minimum of five (5) quality jobs in targeted industries paying at least 115% of the average annual Manatee County wage; and

WHEREAS, the Manatee County Board of County Commissioners adopted Resolution R-18-115 on July 24, 2018, approving Company (identified therein as “Project Creek”) as a locally qualified target industry for economic development incentives; and

WHEREAS, Resolution R-18-115 (Exhibit 1) provides $31,000 for participation with Company for economic development incentives based on job creation; and

WHEREAS, Resolution R-18-115 provides an estimated $27,326 for participation with Company for a multimodal transportation impact fee incentive; and

WHEREAS, Company is an expanding facility for Manatee County and will create thirty-one (31) new jobs in Manatee County paying at least 115% of the 2016 average annual wage; and

WHEREAS, the increased capital investment, the creation and retention of quality jobs and increased flow of new dollars to Manatee County results in a broadening of the tax base and opportunities for a better quality of life for Manatee County residents.

NOW THEREFORE, the parties agree as follows:

1. Company shall submit One (1) original and Two (2) copies of the following by April 30th annually in the billing year immediately following previous job creation year as outlined in the schedule below for the term of the Agreement which will commence on July 24, 2018 and end on September 30, 2024:

   A. Invoice requesting payment for number of jobs created per Exhibit 1 (Resolution R-18-115)

   B. W-9 (Request for Taxpayer Identification Number and Certification)

   C. Documentation of net annual employees to include:
      - Employee roster showing number of permanent full-time employees on beginning of job creation year with employee identifying number, average annual wage of at least $46,099 for the term of the Agreement for Company employees (Total W-2 wages for all listed employees divided by total number of employees; for purposes of calculating the average wage, W-2 wages should be annualized for employees hired after January 1st), and job title.
R-18-115
(Exhibit 1)

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY FINDING THAT PROJECT CREEK BE APPROVED FOR AN ECONOMIC DEVELOPMENT INCENTIVE (EDI) GRANT AND A MULTIMODAL TRANSPORTATION IMPACT FEE INCENTIVE (M-TIFI) FOR FISCAL YEARS 2019-2020 THROUGH 2023-2024, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Project CREEK is expanding a manufacturing company in Manatee County, Florida; and

WHEREAS, Project CREEK is a manufacturing company that pays in excess of 115% of the 2016 average Manatee County annual wage; and

WHEREAS, Project CREEK will expand a facility in Manatee County and will create 31 new jobs over the next five years; and

WHEREAS, expansion of the tax base and growth of higher paying jobs is vital to maintaining economic diversity and improving quality of life in Manatee County; and

WHEREAS, the Manatee County Board of County Commissioners is willing to participate financially in inducements required to convince Project CREEK to locate in Manatee County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida, that:

1. The Board of County Commissioners of Manatee County hereby recommends Project CREEK for the EDI/M-TIFI Grant Program.

2. If the company meets the local EDI Grant program criteria for creation of a minimum of five (5) and a maximum of thirty-one (31) quality jobs, the Board of County Commissioners of Manatee County, Florida, agrees to participate financially by offering inducements to Project CREEK for locating in Manatee County in amounts not to exceed:

   EDI  $31,000

The total extent of Manatee County’s participation shall not exceed $31,000 for the EDI Grant. The participation shown above shall be subject to Project CREEK’s employment requirements and annual appropriations in the County Budget each fiscal year.
Employee roster showing number of permanent full-time employees on December 31st of job creation year with employee identifying number, average annual wage of at least $46,099 for the term of the Agreement for Company employees (Total W-2 wages for all listed employees divided by total number of employees; for purposes of calculating the average wage, W-2 wages should be annualized for employees hired after January 1st), and job title, showing new hires.

Required documentation shall be submitted to the County’s representative:

Redevelopment & Economic Opportunity Department
Manatee County Government
1112 Manatee Av W, 3rd Floor
Bradenton, FL 34205

Job creation, billing, and payment schedule will be as follows for the term of the Agreement:

<table>
<thead>
<tr>
<th>Job Creation Year</th>
<th>Manatee County Billing Year</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/24/18 – 12/31/19</td>
<td>2019 (FY 2019 – 2020)</td>
<td>$ 6,000</td>
</tr>
<tr>
<td>01/01/20 – 12/31/20</td>
<td>2020 (FY 2020 – 2021)</td>
<td>$10,000</td>
</tr>
<tr>
<td>01/01/21 – 12/31/21</td>
<td>2021 (FY 2021 – 2022)</td>
<td>$ 8,000</td>
</tr>
<tr>
<td>01/01/22 – 12/31/22</td>
<td>2022 (FY 2022 – 2023)</td>
<td>$ 5,000</td>
</tr>
<tr>
<td>01/01/23 – 12/31/23</td>
<td>2023 (FY 2023 – 2024)</td>
<td>$ 2,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$31,000</td>
</tr>
</tbody>
</table>

2. County shall reimburse Company $1,000 per job created according to the projected schedule in item one. Net jobs created must be maintained for a period of five years. There is no penalty if the maximum number of jobs to be created annually is not met, however Company will only be paid for the actual number of jobs created annually. Company may request a modification to the annual reimbursement amount. The request shall be in written form to the Manatee County Redevelopment & Economic Opportunity Department, and shall state specific reasons for modification request. Approval shall be provided in written form prior to submittal of Company’s request for reimbursement. The total amount paid to Company shall not exceed $31,000 for the period identified above.

3. Multimodal Transportation Impact Fee Incentive (M-TIFI) eligibility is 50% based on Manatee County’s average annual wage of 115%. County shall remit an amount estimated to be $18,218 and not to exceed $27,326 to the Manatee County Building and Development Services Department for the Roads/M-TIFI. The actual amount shall be determined when building permits are approved and based on the current Manatee County impact fee schedule adopted. The County Administrator or designee shall approve the amount of the actual TIFI to be paid at the time Company makes application for certificate of occupancy (C.O.) or certificate of completion for expansion construction activities. Payment shall be made upon receipt of completed Invoice (Exhibit 2), and all
The Multimodal Transportation Impact Fee Incentive is estimated to be $18,218. The actual amount will be determined when building permits are approved for construction based on current Manatee County impact fee schedule adopted. The Board of County Commissioners authorizes the County Administrator or his designee to approve the amount of the actual M-TIFI to be paid at the time applicant receives certificate of occupancy or certificate of completion for construction activities. The actual amount of the M-TIFI shall not exceed $27,326. Based on the company’s average annual wage of 115%, the incentive will be calculated at 50%.

3. The Board of County Commissioners authorizes the County Administrator or his designee to execute EDI and M-TIFI funding agreement/amendments for Project CREEK.

ADOPTED with a quorum present and voting this the 24th day of July 2018.

ATTEST: Angelina M. Colonneo
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: *signature*
Deputy Clerk

*signature*
Chairman
EXHIBIT 2
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS
INVOICE
MULTIMODAL TRANSPORTATION IMPACT FEE INCENTIVE PROGRAM
MANATEE COUNTY REDEVELOPMENT & ECONOMIC OPPORTUNITY DEPARTMENT
Redevelopment & Economic Opportunity Department
P.O. Box 1000
Bradenton, FL 34206-1000

DEVELOPER/
CONTRACTOR'S NAME: ___________________________ RESOLUTION # ___________________________

PERMIT NUMBER: ___________________________

MAKE PAYMENT TO
PERMIT NUMBER: ___________________________

ADDRESS: ___________________________ CITY/ZIP: ___________________________

AMOUNTS REQUESTED *

Total Road/Transportation Impact Fees $ ___________

Eligible Reduction % ___________

Total Incentive $ ___________

*PLEASE ATTACH THE FOLLOWING:

☐ Copy of permit certification (online) screen showing payment of all permitting fees and customer impact fee portion, with outstanding balance equal to amount of TIFI.

☐ Copy of Certificate of Occupancy or Temporary Certificate of Occupancy or Copy of Certificate of Completion

☐ Copy of signed, issued Building Permit

☐ I certify that a minimum of 5 jobs have been created as outlined in Resolution# listed above.

AUTHORIZED SIGNATURE: ___________________________ DATE: ___________________________

Business

AUTHORIZED SIGNATURE: ___________________________ DATE: ___________________________

The County Administrator or designee provides approval for the actual amount of TIFI to be paid per permit and adopted resolution and outlined in the agreement.

AUTHORIZED SIGNATURE: ___________________________ DATE: ___________________________
required documentation attached.

4. The Company shall indemnify, keep and save harmless, County, its agents, officials and employees, against all claims, liabilities, judgments, costs, attorney's fees and other expenses incurred in connection with this Agreement, and if any judgment shall be rendered against the County in any action arising out of the performance of this Agreement or those projects undertaken by the Company shall, at its expense, satisfy and discharge same. The indemnity hereunder shall continue until such times as any and all claims arising under this Agreement have been finally settled, regardless of when such claims are made.

5. Company shall prepare all necessary information and reports as requested, to assure compliance with the provisions of this Agreement and any State law or local regulations.

6. County shall have the right to obtain and review any information or records pertaining to this Agreement. Company shall make information and records available during a mutually agreed upon time.

7. The Company's President is designated as the representatives authorized to act on behalf of the Company on matters related to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

**WITNESSES:**

Sign Name: **marlene Jazic**
Print Name: **Marlene Jazic**

Sign Name: **Rocio Guzman**
Print Name: **Rocio Guzman**

**COMPANY:**

By: **Tim Moran**
Print Name: **Tim Moran**
Title: **President**
Phone Number: **(941) 224-2911**

**WITNESSES:**

Sign Name: ________________
Print Name: ________________

Sign Name: ________________
Print Name: ________________

**COUNTY OF MANATEE, FLORIDA**

By: **Geraldine Campos Lopez, Director**
Redevelopment & Economic Opportunity Department

Date of Execution: **2/25/19**
9.12 Local Government Certification

Certification of Local Government Approval
for ESG applying Nonprofit Organizations – Emergency Shelter Only
Required by 24 CFR 576.202

I, Geraldine C. Lopez, Director of Redevelopment and Economic Opportunity duly authorized to act on behalf of Manatee County Government hereby approve the submission of the following ESG application proposed by Suncoast Partnership to End Homelessness which will serve persons living in Manatee County.

This certification solely warrants that the jurisdiction has agreed to allow the nonprofit organization to seek the grant to be able to serve citizen in need who reside in this jurisdiction. This certification places no responsibility or liability upon the local government jurisdiction related to the nonprofit’s performance of grant-funded activities in our jurisdiction.

By:  
Geraldine C. Lopez  
(name)

Director  
(title)

3/12/19  
(date)

This form must be signed, dated, and returned with the grant application in order for the application to be considered for funding.
COMMUNITY DEVELOPMENT BLOCK GRANT
AMENDMENT THREE
MEMORANDUM of UNDERSTANDING
FOR
26TH STREET EAST SIDEWALKS PROJECT

THIS IS AMENDMENT NUMBER THREE to the Memorandum of Understanding (MOU) entered into and executed on March 15, 2016 between the Neighborhood Services Department (transferred to Redevelopment and Economic Opportunity Department) and the Public Works Department, regarding the 26th Street East Sidewalks Project (hereinafter called “Project”).

The purpose of this amendment is to amend the Time for Performance.

Exhibit C, Time for Performance has been revised as attached.

All other terms and conditions of the MOU shall remain in full force and effect during the term of the MOU.

Signatures below indicate the Department Director or his/her designee has read and understands the conditions of this Amendment to the MOU and agrees to adhere to the program regulations.

[Signature]
Public Works Director

Date

[Signature]
Redevelopment and Economic Opportunity Director

Date
EXHIBIT C

TIME FOR PERFORMANCE

1. Progress in implementation of services under this MOU shall be measured against the following levels of accomplishments:

   a. Public Works will prepare a work assignment for an engineering and design firm by October 21, 2016 (completed).

   b. The Engineering/Design Phase of the Project shall be completed by February 24, 2017 (completed).

   c. An IFB for the construction phase of the project shall be advertised no later than April 21, 2017 (completed).

   d. Contract award will be no later than July 21, 2017 (completed).

   e. Public Works will ensure that the awarded portion of the Scope of Work (those items enumerated in Exhibit A for the Project) is completed on or before March 30, 2019.

2. Public Works shall submit written monthly reports on the progress made toward completion of the Project. The report shall compare goals with accomplishments and provide an explanation if accomplishments do not meet implementation schedule. The report shall be due to Neighborhood Services by the fifteenth of the month; the first report being due the fifteenth of the month after this MOU is signed.

3. Public Works shall notify Neighborhood Services in a timely manner if an extension of this MOU will be requested, and, PRIOR to the date listed above, in accordance with page 2, paragraph 5. MOU and Amendments of this Agreement.