MEMORANDUM

To: Board of County Commissioners
From: Cheri Coryea, Deputy County Administrator
Date: 7.20.18
Subject: 2nd Quarter 2018 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 April-June 2018.

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
   Ed Hunzeker, County Administrator
   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>May 8, 2018</td>
<td>Rotary’s Suncoast Playground Project, Inc.</td>
<td>N/A (New Agreement)</td>
<td>Rotary Playground Agreement</td>
<td>The Rotary is a local not-for-profit corporation that desires to enhance the County’s parks by providing all-inclusive playgrounds with access for all children including facilities in compliance with the ADA requirements.</td>
<td>The Rotary is in the fundraising stages now. Construction on the new playground at GT Bray has not yet begun.</td>
</tr>
<tr>
<td>4/10/2018</td>
<td>The Patterson Foundation of Manatee County</td>
<td>2018 Suncoast Campaign for Grade-Level Reading Grant Final Amount is unknown at this time.</td>
<td>2018 Suncoast Campaign for Grade-Level Reading Agreement</td>
<td>The campaign mission is to bridge the gap between school years, reducing the decline in reading levels by students over the summer.</td>
<td></td>
</tr>
<tr>
<td>04/26/2018</td>
<td>Manatee County Branch AAUW c/o Beverly Neville</td>
<td>$100.00</td>
<td>None</td>
<td>Purchase materials for STEM Projects.</td>
<td>None</td>
</tr>
<tr>
<td>04/27/2018</td>
<td>NSD Library Division</td>
<td>$25.00</td>
<td>None</td>
<td>Purchase books for Library system.</td>
<td>None</td>
</tr>
<tr>
<td>4/19/18</td>
<td>Florida Blue Grant</td>
<td>Licensed Clinical Social Worker Funding Request $364,946</td>
<td></td>
<td>Social Worker will help support the CP COMPASS (Community Oriented Medical Partnerships for Assistance and Social Support) program. (Approved by EH 4/19/18)</td>
<td>CP - James Crutchfield</td>
</tr>
<tr>
<td>4/30/18</td>
<td>Victoria Kasdan</td>
<td>Glucometers $500</td>
<td></td>
<td>DME Lending Closet - CP</td>
<td>CP - James Crutchfield</td>
</tr>
<tr>
<td>Date</td>
<td>Name</td>
<td>Description</td>
<td>Funding</td>
<td>Contact</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>-------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>4/30/18</td>
<td>Julian Rangel Hernandez</td>
<td>Suction Machine $139</td>
<td>DME Lending Closet - CP</td>
<td>CP - James Crutchfield</td>
<td></td>
</tr>
<tr>
<td>6/8/18</td>
<td>Linda</td>
<td>Various Medical Supplies, Transport Wheel Chair, Walker/Rolleator, Bedside Commode, IV Stand $500</td>
<td>DME Lending Closet – CP</td>
<td>CP – James Crutchfield</td>
<td></td>
</tr>
<tr>
<td>6/12/18</td>
<td>FEMA</td>
<td>2018-19 EMPA $115,806</td>
<td>Funding may be used for Planning, Training, and Exercises, EM Agency Administration and Equipment.</td>
<td>EM - Sherilyn Burris</td>
<td></td>
</tr>
<tr>
<td>6/13/18</td>
<td>Manatee Community Foundation</td>
<td>New Hope Coordinator Grant $20,000</td>
<td>Funding to be used for the continuation of the New Hope Coordinator position for Animal Services.</td>
<td>AS – Sarah Brown</td>
<td></td>
</tr>
<tr>
<td>5/23/18</td>
<td>Florida Department of Health</td>
<td>EMS Matching Grant $33,000 Match $8,250</td>
<td>Funding is for the purchase of ballistic vests for our EMS employees.</td>
<td>EMS – Paul DiCicco</td>
<td></td>
</tr>
<tr>
<td>04/03/2018</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2015-2016 Community Development Block Grant (CDBG)</td>
<td>Amendment #1 Memorandum of Understanding with Public Works</td>
<td>REO</td>
<td></td>
</tr>
<tr>
<td>4/6/2018</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2018-2019 Annual Action Plan Chane Order #1 $7820.00</td>
<td>Wade Trim Change Order #1</td>
<td>REO</td>
<td></td>
</tr>
<tr>
<td>4/10/2018</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>Program Year 2017-2018 Community Development Block Grant (CDBG) $40,000.00</td>
<td>Funding Agreement Early Coalition of Manatee County, Inc.</td>
<td>REO</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Program</td>
<td>Year</td>
<td>Agreement/Loan</td>
<td>Address</td>
<td>Code</td>
</tr>
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</tr>
<tr>
<td>4/24/2018</td>
<td>SHIP</td>
<td>Program 2016/2017</td>
<td>$65,000.00</td>
<td>Rehabilitation Loan Agreement with Robert Freemen</td>
<td>REO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$150,000</td>
<td>Construction Loan Agreement with Sylvia Miller</td>
<td>Complete reconstruction of dwelling at 1207 72nd St East, Rubonia 34221</td>
<td>REO</td>
</tr>
<tr>
<td>4/24/2018</td>
<td>SHIP</td>
<td>Program 2016/2017</td>
<td>$65,000</td>
<td>Rehabilitation Loan Agreement with David &amp; Laverne Scavella</td>
<td>REO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Program 2016/2017</td>
<td>$65,000</td>
<td>Rehabilitation of dwelling at 6309 8th Ct East, Bradenton 34205</td>
<td>REO</td>
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<tr>
<td>5/8/2018</td>
<td>SHIP</td>
<td>Program 2016/2017</td>
<td>$65,000</td>
<td>Rehabilitation Loan Agreement with Victoria &amp; Willie Morgan</td>
<td>REO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Program 2016/2017</td>
<td>$65,000</td>
<td>Rehabilitation of dwelling at 2809 8th St Ct West, Bradenton 34205</td>
<td>REO</td>
</tr>
<tr>
<td>5/14/2018</td>
<td>SHIP</td>
<td>Program 2016/2017</td>
<td>$150,000</td>
<td>Construction Loan Agreement with Clementine Gant</td>
<td>REO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Program 2016/2017</td>
<td>$150,000</td>
<td>Complete reconstruction of dwelling at 2007 2nd Ave West, Palmetto 34221</td>
<td>REO</td>
</tr>
<tr>
<td>5/14/2018</td>
<td>SHIP</td>
<td>Program 2016/2017</td>
<td>$150,000</td>
<td>Construction Loan Agreement with Clary Trueswell</td>
<td>REO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Program 2016/2017</td>
<td>$150,000</td>
<td>Complete reconstruction of dwelling at 216 16th Street West, Palmetto 34221</td>
<td>REO</td>
</tr>
<tr>
<td>5/15/2018</td>
<td>SHIP</td>
<td>Program 2016/2017</td>
<td>$104,225.00</td>
<td>Construction Loan Agreement with Carolina Dominquez</td>
<td>REO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Program 2016/2017</td>
<td>$45,775.00</td>
<td>Complete reconstruction of dwelling at 3304 73rd Ave East, Ellenton 34222</td>
<td>REO</td>
</tr>
<tr>
<td>5/18/2018</td>
<td>SHIP</td>
<td>Program 2016/2017</td>
<td>$65,000.00</td>
<td>Rehabilitation Loan Agreement with Lorraine Crawford</td>
<td>REO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Program 2016/2017</td>
<td>$65,000.00</td>
<td>Rehabilitation of dwelling at 2611 4th Ave East, Palmetto 34221</td>
<td>REO</td>
</tr>
<tr>
<td>5/22/2018</td>
<td>SHIP</td>
<td>Program 2016/2017</td>
<td>$46,145</td>
<td>Rehabilitation Loan Agreement with Lillie Evans</td>
<td>REO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Program 2016/2017</td>
<td>$46,145</td>
<td>Rehabilitation of dwelling at 519 29th St East, Palmetto 34221</td>
<td>REO</td>
</tr>
<tr>
<td>Date</td>
<td>Agency</td>
<td>Program Year</td>
<td>Agreement Details</td>
<td>Project Details</td>
<td>Code</td>
</tr>
<tr>
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<tr>
<td>5/25/2018</td>
<td>SHIP</td>
<td>2016/2017</td>
<td>Construction Loan Agreement with Chris Dunbar</td>
<td>Complete reconstruction of dwelling at 306 16th Street West, Palmetto 34221</td>
<td>REO</td>
</tr>
<tr>
<td>6/5/2018</td>
<td>SHIP</td>
<td>2016/2017</td>
<td>Construction Loan Agreement with Mazzie Maddox</td>
<td>Complete reconstruction of dwelling at 7716 17 St Ct East, Sarasota 34243</td>
<td>REO</td>
</tr>
<tr>
<td>6/28/2018</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>2081-2019 5 Year Action Plan</td>
<td>$822,580.00 Manatee County Housing Authority</td>
<td>Funds will be used for Operating Activities.</td>
<td>REO</td>
</tr>
<tr>
<td>6/28/2018</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>2018-2019 Community Development Block Grant (CDBG)</td>
<td>$352,000.00 Manatee County Housing Authority</td>
<td>Resident's Service Center Project</td>
<td>REO</td>
</tr>
<tr>
<td>6/28/2018</td>
<td>U.S. Housing &amp; Urban Development (HUD)</td>
<td>2018-2019 Community Development Block Grant (CDBG)</td>
<td>Manatee County Housing Authority</td>
<td>Land Use Restriction Agreement in conjunction with the CDBG Funds for Resident’s Service Center Project</td>
<td>REO</td>
</tr>
</tbody>
</table>
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>$25.00</th>
<th>Date Received: 4/27/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of person or entity:</td>
<td></td>
<td>Value of Donation: $25.00</td>
</tr>
<tr>
<td>Marcia S. Knorek</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>662 Circlewoods Drive, Venice, FL 34293</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assigned or Credited to:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department: Neighborhood Services</td>
<td>Library</td>
<td></td>
</tr>
<tr>
<td>Account Key: 106.0005400</td>
<td></td>
<td>Account Name: Gifts</td>
</tr>
<tr>
<td>Location of Donation: Central Library (1301 Barcarrota Blvd W, Bradenton, FL 34205)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Limitations on use</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☑ Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, specify:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intended use of donation</td>
<td>Purchase books for library system.</td>
<td></td>
</tr>
</tbody>
</table>

Director’s Signature: [Signature]
Phone: (941)748-5555
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
April 27, 2018

Marcia Knorek  
662 Circlewoods Drive  
Venice, FL 34293

Dear Ms. Knorek,

On behalf of the Manatee County Public Library System, I would like to thank you for the very generous twenty-five dollar donation ($25) in memory of Laney Silver. Memorial donations are such a wonderful way to remember our loved ones while also giving to the community.

Books will be purchased for the library system and will contain bookplates which will read:

“Contributions for this book  
made in memory of Laney Silver.”

Thank you again for your donation and for letting us share your memorial gift with the community.

Sincerely,

[Signature]  
Glenda Lammers  
Assistant Library Services Manager

GL/bf
FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "sub-award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a sub-award to a sub-recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.92, "sub-award" means "an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient’s name: Manatee County
Sub-Recipient’s unique entity identifier (DUNS): 077594810
Federal Award Date: ___________________________
Subaward Period of Performance Start and End Date: July 1, 2018 – June 30, 2019
Amount of Federal Funds Obligated by this Agreement: $117,666.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: $117,666.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity: ___________________________
Federal award project description (see FFATA): The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121 et seq.). Title VI of the Stafford Act authorizes DHS/FEMA to make grants for the purpose of providing a system of emergency preparedness for the protection of life and property in the United States from hazards and to vest responsibility for emergency preparedness jointly in the Federal Government, states, and their political subdivisions. The Federal Government, through the EMPG Program, provides necessary direction, coordination, and guidance, and provides necessary assistance, as authorized in this title, to support a comprehensive all hazards emergency preparedness system. The FY 2016 EMPG will provide federal funds to assist state, local, tribal, and territorial emergency management agencies to obtain the resources required to support the National Preparedness Goal’s (the Goal’s) associated mission areas and core capabilities. The EMPG program supports the Quadrennial Homeland Security Review Mission to Strengthen National Preparedness and Resilience.
Name of Federal awarding agency: The Department of Homeland Security
Name of pass-through entity: Florida Division of Emergency Management
Contact information for the pass-through entity: 2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Indirect cost rate for the Federal award: 28.33%
THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"). and MANATEE COUNTY, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a sub-award.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

➢ The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

➢ The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

➢ The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

1. LAWS, RULES, REGULATIONS AND POLICIES

The Division and the Sub-Recipient shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

A. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

B. 2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

C. This Agreement involves “Federal financial assistance,” as that term is defined in section 215.97(2)(f), Florida Statutes.

D. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

   (1) A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

   (2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

   (3) A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
(4) A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(5) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

(6) A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

2. TERMS AND CONDITIONS

This Agreement, to include the attachments, contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Division and the Sub-Recipient.

3. EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4. MODIFICATION

This Agreement may only be modified or amended upon mutual written agreement of the Division and the Sub-Recipient. No oral agreements or representations shall be valid or binding upon either party to this Agreement.

5. SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A and Attachment B of this Agreement.

6. CONTACT

A. In accordance with section 215.971(2), Florida Statutes, the Division’s Grant Manager shall be responsible for enforcing performance of this Agreement’s terms and conditions and shall serve as the Division’s liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

   (1) Monitor and document Sub-Recipient performance; and,
   (2) Review and document all deliverables for which the Sub-Recipient requests payment.

B. The Division’s Grant Manager for this Agreement is:

   Newarsa Edwards
   2555 Shumard Oak Boulevard
   Tallahassee, Florida 32399-2100
   Telephone: 850-815-4040
   Email: Newarsa.Edwards@em.myflorida.com
C. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Sherilyn Burris  
2101 47th Terrace East  
Bradenton, Florida 34203  
Telephone: (941) 749-3507  
Fax: (941) 749-3576  
Email: sherilyn.burris@mymanatee.org

D. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

7. PERIOD OF AGREEMENT.

This Agreement shall begin on **July 1, 2018** and shall end on **June 30, 2019**, unless terminated earlier in accordance with the provisions of Paragraph (19) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.77, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for “allowable costs incurred during the period of performance.” In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement. Pre-award costs are allowable only with the prior written approval of FDEM and are included in the award agreement. To request pre-award costs, a written request must be included with the application and be signed by the Authorized Representative of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval.

8. FUNDING

A. This is a cost-reimbursement Agreement, subject to the availability of funds.

B. The State of Florida’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

C. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and Attachment B of this Agreement (“Budget and Scope of Work”). The maximum reimbursement amount for the entirety of this Agreement is **$117,666.00**.
D. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

(1) They are provided under established written leave policies;

(2) The costs are equitably allocated to all related activities, including Federal awards; and,

(3) The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

E. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

(1) The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient’s written travel policy; and,

(2) Participation of the individual in the travel is necessary to the Federal award.

F. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for attendance at a conference.

(1) 2 C.F.R. §200.432 defines the term conference as “a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award.”

(2) Any reimbursement from the Division to the Sub-Recipient for the costs associated with attending a conference is subject to the Department of Financial Services’ Reference
Guide for State Expenditures, which states: "Reimbursement for registration fees and travel expenses in connection with attendance at conferences or conventions will not be paid unless:

a) "The main purpose of the convention or conference is directly related to the statutory duties and responsibilities of the agency;"

b) "The duties and responsibilities of the traveler is related to the objectives of the convention or conference; and,

c) "The activity provides a direct benefit supporting the work and public purpose of the person attending."

9. PAYMENTS

A. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient’s quarterly reporting as referenced in Paragraph 15 of this Agreement.

B. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

C. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A and Attachment B, that clearly delineates:

(1) The required minimum acceptable level of service to be performed; and,

(2) The criteria for evaluating the successful completion of each deliverable.

D. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

E. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

(1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
(2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

F. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

G. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9) B. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

10. REPAYMENTS

A. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

B. In accordance with Section 215.34(2), Florid Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

11. PROCUREMENT

A. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

B. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited
to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

C. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

D. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division’s review and comments shall not constitute an approval of the subcontract. Regardless of the Division’s review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

1. Terminate this Agreement in accordance with the provisions outlined in paragraph 19 below; and,

2. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

E. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor’s performance of work under this Agreement, to the extent allowed and required by law.

F. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
G. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

1. Place unreasonable requirements on firms in order for them to qualify to do business;
2. Require unnecessary experience or excessive bonding;
3. Use noncompetitive pricing practices between firms or between affiliated companies;
4. Execute noncompetitive contracts to consultants that are on retainer contracts;
5. Authorize, condone, or ignore organizational conflicts of interest;
6. Specify only a brand name product without allowing vendors to offer an equivalent;
7. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
8. Engage in any arbitrary action during the procurement process; or,
9. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

H. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

I. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

J. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

K. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

12. RECORDS

A. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right
of access also includes timely and reasonable access to the Sub-Recipient’s personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

B. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient’s personnel for the purpose of interview and discussion related to such documents.

C. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

1. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

2. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

3. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

4. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

5. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity’s fiscal year in which the program income is earned.

6. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

D. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.
E. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

F. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three basic requirements:

1. Meetings of public boards or commissions must be open to the public;
2. Reasonable notice of such meetings must be given; and,
3. Minutes of the meetings must be taken and promptly recorded.

The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

H. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.
The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

13. INTELLECTUAL PROPERTY

A. Except as provided below, intellectual property rights to all property created or otherwise developed under or in connection with the performance of this Agreement are hereby reserved to and shall be owned by the State of Florida.

B. If the Sub-Recipient has pre-existing intellectual property rights, then the Sub-Recipient shall retain all rights and entitlements to that pre-existing intellectual property unless the Agreement provides otherwise.

C. If any intellectual property is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the intellectual property to the Division for a determination whether the State of Florida will seek patent, copyright, trademark, or other intellectual property protection in its name.

D. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent, copyright, trademark, or other intellectual property protection. Failure to disclose will indicate that no such property exists. The Division shall then, under Subparagraph A above, have the right to all intellectual property which accrues during performance of the Agreement.

E. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.
14. **AUDITS**

A. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

B. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

C. When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”

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

E. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

F. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

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DEMSingle_Audit@em.myflorida.com
DMSingle_Audit@em.myflorida.com
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OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

G. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

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http://harvester.census.gov/fac/collect/ddeindex.html
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H. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:
15. REPORTS

A. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

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

C. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

D. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (18) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

E. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

F. The Sub-Recipient shall provide additional reports and information identified in Attachment D.

16. MONITORING.

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

B. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is
appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

17. DEFAULT.
If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (18); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

A. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

B. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

C. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

D. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

18. REMEDIES.
If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

A. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (6) herein;

B. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

C. Withhold or suspend payment of all or any part of a request for payment;

D. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
E. Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

F. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

19. TERMINATION.

A. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

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

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

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

20. LIABILITY

A. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out
the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

B. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

21. ATTACHMENTS
A. All attachments to this Agreement are incorporated as if set out fully.
B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
C. This Agreement has the following attachments:
   (1) Attachment A – Budget
   (2) Attachment B – Scope of Work/Deliverables
   (3) Attachment C – Program Statutes and Regulations
   (4) Attachment D – Reports
   (5) Attachment E – Justification of Advance Payment
   (6) Attachment F – Warranties and Representations
   (7) Attachment G – Certification Regarding Debarment
   (8) Attachment H – Statement of Assurances
   (9) Attachment I – Mandatory Contract Provisions
   (10) Attachment J – Allowable Costs and Eligible Activities

22. MANDATED CONDITIONS
A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days’ written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.
B. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

C. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

D. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

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

F. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

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

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

(3) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 22(F)(2). of this certification; and,

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

G. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.
H. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

I. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

J. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount.

K. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

(23) LOBBYING PROHIBITION

A. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

B. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

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

D. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or
employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”

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

(4) 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.

(24) EQUAL OPPORTUNITY EMPLOYMENT

L. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

vi. In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order
11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

M. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

N. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency’s primary responsibility for securing compliance.

O. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole
or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to
the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory
assurance of future compliance has been received from such Sub-Recipient; and refer the case to the
Department of Justice for appropriate legal proceedings.

(25) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will
incorporate or cause to be incorporated into any contract for construction work, or modification thereof,
the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874,
40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be
applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any
subcontracts the clause above and such other clauses as the FEMA may
by appropriate instructions require, and also a clause requiring the
subcontractors to include these clauses in any lower tier subcontracts.
The prime contractor shall be responsible for the compliance by any
subcontractor or lower tier subcontractor with all of these contract
clauses.

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

(26) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract
that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract
must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department
of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required
to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.
Work in excess of the standard work week is permissible provided that the worker is compensated at a
rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours
in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide
that no laborer or mechanic must be required to work in surroundings or under working conditions which
are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies
or materials or articles ordinarily available on the open market, or contracts for transportation.

(27) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT
If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

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

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

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

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

(29) BYRD ANTI-LOBBYING AMENDMENT
If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:


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

(30) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used whenever possible:

   (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

   (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

   (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

   (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

   (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

   (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

B. The requirement outlined in subparagraph A. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of
a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

C. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

D. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

(31) **ASSURANCES.**

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

(32) **LEGAL AUTHORIZATION.**

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MANATEE COUNTY

By: __________________________________________

Name and title: Priscilla Whisenant Trace, Chairman
of the Board of County Commissioners

Attest: Angelina Colomneso
Clerk of the Circuit Court and Comptroller

Date: ________________________________

By: __________________________________________
Deputy Clerk

FID# 59-6000727167
DUNS # 077594810

Include a copy of the designation of authority for the signatory, if applicable.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: __________________________________________

Name and Title: Michael Kennett, Deputy Director (by authority from the Director)

Date: ________________________________
ATTACHMENT A
PROPOSED PROGRAM BUDGET

- Funding from the Emergency Management Performance Grant is intended for use by the Sub-Recipient to perform eligible activities as identified in Notice of Funding Opportunity (NOFO), Fiscal Year 2018 EMPG, Appendix B – FY 2018 EMPG Funding Guidelines and programs that are consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

- Below is a general budget which outlines eligible categories under this award. The Sub-recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

- The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA’s preparedness grant programs. The AEL can be found at [https://www.fema.gov/authorized-equipment-list](https://www.fema.gov/authorized-equipment-list).

- The transfer of funds between the categories listed in the Proposed Program Budget is permitted. If funds need to be moved in categories, send a revised Proposed Program Budget to your grant manager.

<table>
<thead>
<tr>
<th>Grant</th>
<th>Sub-Recipient Agency</th>
<th>Category</th>
<th>Amount Allocated</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2018 – Emergency Management Performance Grant Program (EMPG)</td>
<td>MANATEE COUNTY</td>
<td>Planning</td>
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<td></td>
<td></td>
<td>Organization</td>
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<td></td>
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<td>Training</td>
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<td></td>
<td></td>
<td>Exercise</td>
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<tr>
<td></td>
<td></td>
<td>Equipment</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Management and Administration Expenditures (up to 5% of amount received)</td>
<td></td>
</tr>
<tr>
<td>Total Award</td>
<td></td>
<td>$117,666.00</td>
<td></td>
</tr>
</tbody>
</table>
### FY 2018 BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES
(Not limited to activities below)

<table>
<thead>
<tr>
<th>Allowable Planning Costs</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Operation Plan</td>
<td></td>
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<td></td>
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<tr>
<td>Communications Plans</td>
<td></td>
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<tr>
<td>Administrative Plans</td>
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<tr>
<td>Whole Community Engagement/Planning</td>
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<tr>
<td>Resource Management Planning</td>
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<tr>
<td>Shelter and Evacuation Planning</td>
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<tr>
<td>Recovery Planning</td>
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<tr>
<td>Continuity Planning</td>
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<tr>
<td>Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)</td>
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<tr>
<td>Materials required to conduct planning activities</td>
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<td></td>
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<tr>
<td>Travel/per diem related to planning activities</td>
<td></td>
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</tbody>
</table>

**TOTAL PLANNING EXPENDITURES** $ 

<table>
<thead>
<tr>
<th>Allowable Organization Costs</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hiring of full or part-time staff or contractors/consultants (temporary employees, student or graduate assistant fellowships, part time academic employment, consultants and other services)</td>
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<tr>
<td>Utility (electric, water and sewage)</td>
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<tr>
<td>Telephone Bills (landlines, cellular and satellite)</td>
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<tr>
<td>Internet Services</td>
<td></td>
<td></td>
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<tr>
<td>Maintenance and Sustainment (maintenance contracts, warranties, repair or replacement costs, upgrades and user fees)</td>
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<tr>
<td>Storage</td>
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<tr>
<td>Postage</td>
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<tr>
<td>Publications</td>
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<tr>
<td>Memberships</td>
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</tbody>
</table>

**TOTAL ORGANIZATION EXPENDITURES** $
### Allowable Exercise Costs

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design, Develop, Conduct and Evaluate an Exercise</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Full or Part-Time Staff or Contractors/Consultants - (Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable.)</td>
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<tr>
<td>Overtime and backfill costs – related to backfilling personnel, that are direct results of time spent on design, development and conduct of exercise.</td>
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<tr>
<td>Travel - allowable expenses by employees who are on travel status for official business related to planning and conduct of exercise activities</td>
<td></td>
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<tr>
<td>Supplies - items that are expended or consumed during the conduct of the exercise activities (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment)</td>
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</table>

**TOTAL EXERCISE EXPENDITURES** $  

### Allowable Training Costs

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Develop, Deliver and Evaluate Training</td>
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<tr>
<td>Overtime and backfill direct result of attendance at DHS/FEMA and/or approved training course or program</td>
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<tr>
<td>Conferences</td>
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<tr>
<td>Full or Part-Time Staff or Contractors/Consultants</td>
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<tr>
<td>Certification/Recertification of Instructors</td>
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<tr>
<td>Travel</td>
<td></td>
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<tr>
<td>Supplies items that are expended or consumed during the course of the training activities (e.g., gloves, tape, non-sterile masks, and disposable protective equipment)</td>
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</tbody>
</table>

**TOTAL TRAINING EXPENDITURES** $
<table>
<thead>
<tr>
<th>Eligible Equipment Acquisition Costs</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal protective equipment</td>
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<tr>
<td>Information technology</td>
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<tr>
<td>Cybersecurity enhancement equipment</td>
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<tr>
<td>Interoperable communications equipment</td>
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<tr>
<td>Detection Equipment</td>
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<tr>
<td>Power equipment</td>
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<tr>
<td>CBRNE Reference Materials</td>
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<tr>
<td>CBRNE Incident Response Vehicles</td>
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<tr>
<td>Physical Security Enhancement Equipment</td>
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<tr>
<td>CBRNE Logistical Support Equipment</td>
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<tr>
<td>Other authorized equipment costs</td>
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<tr>
<td>21GN-00-OCEQ (EOC Supplies and equipment)</td>
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<tr>
<td>General Purpose Vehicles</td>
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</tbody>
</table>

**TOTAL EQUIPMENT EXPENDITURES** $ 

<table>
<thead>
<tr>
<th>Eligible Management and Administration Costs</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**TOTAL M&A EXPENDITURES** $ 

**TOTAL EXPENDITURES** $
ATTACHMENT B
SCOPE OF WORK/DELIVERABLES

BACKGROUND
The Emergency Management Performance Grant (EMPG) subgrant agreement authorizes reimbursement for eligible activities as identified in the Notice of Funding Opportunity (NOFO), Fiscal Year 2018 EMPG, Appendix B – FY 2018 EMPG Funding Guidelines. EMPG Program Guidance, FY2018 allowable costs are divided into the following categories:

- Planning;
- Organization;
- Training;
- Exercise;
- Equipment; and,
- Management and Administration.

Eligible activities are outlined in Allowable Costs and Eligible Activities. The EMPG’s allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Chapter 252, Florida Statutes.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

By signing this Agreement, the Sub-Recipient certifies that it will use these funds to enhance the county’s Emergency Management Program.

MONITORING
Monitoring will be accomplished through desk-based reviews, on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the Sub-Recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.
PROCUREMENT
All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:
- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

Piggy-backing: The practice of one agency using another’s procurement process and contractual agreement is called piggybacking. For the piggybacking agency to receive reimbursement under this Agreement, the original agency’s procurement process must comply with all applicable laws and regulations (e.g. 2 CFR 200.318-326). Additionally, the original contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor’s consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. For example, the piggyback contract may not exceed the existing contract in the scope of volume of goods or services. Finally, an agency may not use the preexisting contract merely as a “basis to begin negotiations” for a broader or materially different contract.

Tasks:
At a minimum the County is to successfully complete the following tasks throughout the period of performance. Quarterly Tasks (Form 1B) will need to be provided each quarter to show completion or working towards the completion of each task. All back-up documentation listed below shall be uploaded to the Division’s SharePoint portal, https://portal.floridadisaster.org

1. **Match.** Throughout the period of performance for this Agreement, the Sub-Recipient shall use non-Federal funds to match dollar for dollar all funds provided under this Agreement.

   Proposed Match Plan (Form 3) is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes, an update shall be provided. **NOTE:** If the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement.

   **Deliverables (due each quarter):**
   - Quarterly Match Form (Form 3A); and,
   - Receipts, expense reports, or similar pieces of documentation that demonstrate Sub-Recipient expenditures at least equal to the amount of reimbursement requested for that quarter.

2. **National Incident Management System (“NIMS”).** Throughout the period of performance for this Agreement, the Sub-Recipient shall utilize NIMS.

   NIMS is a comprehensive, national approach to incident management that is applicable at all jurisdictional levels and across functional disciplines. It is intended to:
   - Be applicable across a full spectrum of potential incidents, hazards, and impacts, regardless of size, location or complexity;
   - Improve coordination and cooperation between public and private entities in a variety of incident management activities; and,
   - Provide a common standard for overall incident management.

   NIMS provides a consistent nationwide framework and approach to enable government at all levels (Federal, State, tribal, and local), the private sector, and nongovernmental organizations (NGOs) to
work together to prepare for, prevent, respond to, recover from, and mitigate the effects of incidents regardless of the incident’s cause, size, location, or complexity.

Consistent application of NIMS lays the groundwork for efficient and effective responses, from a single agency fire response to a multiagency, multijurisdictional natural disaster or terrorism response. Entities that have integrated NIMS into their planning and incident management structure can arrive at an incident with little notice and still understand the procedures and protocols governing the response, as well as the expectations for equipment and personnel. NIMS provides commonality in preparedness and response efforts that allow diverse entities to readily integrate and, if necessary, establish unified command during an incident.

**Deliverable (due second quarter):**
- The Sub-Recipient shall complete a NIMS survey in the Division’s SharePoint portal. This survey is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction’s implementation of the National Incident Management System (NIMS).

3. **Capabilities.** Each person serving in a position that is funded at least in part by this Agreement SHALL complete the following training requirements and record proof of completion:
  - NIMS Training, Independent Study (IS) 100 (any version), IS 200 (any version), IS 700 (any version), and IS 800 (any version)
  - Professional Development Series (PDS) or the Emergency Management Professional Program (EMPP) Basic Academy (E/L101 thru 105) delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

**Deliverable (due each quarter):**
- Provide a current version of the Staffing Detail Form (Form 4); and,
- Provide current course completion documentation for all personnel listed on Form 4.

**NOTE:** For quarters 2, 3, and 4, additional course completion documentation is required only if:
- Personnel listed on the Staffing Detail Form successfully complete additional courses; and/or,
- New personnel are listed on the Staffing Detail Form.

4. **Planning, Training, and Exercises.** The Sub-Recipient shall develop and maintain a Multi-Year Training and Exercise Plan ("MYTEP") that identifies a combination of exercises and associated training requirements that address priorities identified in the TEPW and builds from training gaps identified in the THIRA/SPR process.

Planning efforts should demonstrate whole community engagement to create a strategic, operational, and/or community-based approach to preparedness.

Training activities must enhance the capabilities of emergency management personnel, including establishing, supporting, conducting, and attending training deliveries. Training activities should align to a current, MYTEP developed through an annual Training and Exercise Plan Workshop (TEPW) and should reflect efforts to address training capabilities gaps through the RTIIP.

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction’s THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current, Multi-Year TEP developed through an annual TEPW.

**Deliverable (due every quarter):**
- The percentage of completed training and exercise activities listed on the current MYTEP.
5. **Strengthening Governance Integration.** Each quarter, the Sub-Recipient shall conduct Strengthening Governance Integration ("Stakeholder") conference calls or meetings and shall invite the following stakeholders:

- The County Sheriff;
- Each Fire Control District in the County;
- Each municipal Emergency Management Director in the County;
- Each municipality in the County (only if there is no EM Director for the municipality);
- Each school district in the County (to include the Florida School for the Deaf and Blind, the Florida Virtual School, the Okeechobee Youth Development Center, as well as the laboratory schools operated by university and colleges in your jurisdiction);
- Each state university and state college in the County; and,
- Each Voluntary Organization Active in Disasters ("VOAD") with a significant presence in the County.

Attendance at a conference call or meeting is not mandatory for the Stakeholders listed above; however, the Sub-Recipient must invite each Stakeholder to at least one call or meeting each quarter.

The Sub-Recipient is not required to invite each Stakeholder to every call or meeting; but, each stakeholder must be invited to at least one call or meeting with the Sub-Recipient every quarter.

For the Florida Virtual School, which lists a physical address in Orlando, Florida, only Orange County is required to include that particular school district as a Stakeholder.

DHS/FEMA preparedness grant programs are intended to support the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery that are necessary to prepare for incidents that pose the greatest risk to the Nation’s security. Each program reflects the Department’s intent to build and sustain an integrated network of national capabilities across all levels of government and the whole community. Disparate governance structures must be integrated and refined to ensure resources are targeted to support the most critical needs of a community based on risk-driven, capabilities-based planning. Strong and inclusive governance systems better ensure that disparate funding streams are coordinated and applied for maximum impact.

DHS/FEMA requires that all governance processes that guide the allocation of preparedness grant funds adhere to the following guiding principles:

- **Coordination of Investments:** Resources must be allocated to address the most critical capability needs as identified in the SPR and coordinated among affected preparedness stakeholders;
- **Transparency:** Stakeholders must be provided visibility on how preparedness grant funds are allocated and distributed, and for what purpose;
- **Substantive Local Involvement:** The tools and processes that are used to inform the critical priorities, which DHS/FEMA grants support, must include local government representatives. At the state and regional levels, local risk assessments must be included in the overarching analysis to ensure that all threats and hazards are accounted for;
- **Accountability:** DHS/FEMA recognizes that unique preparedness gaps exist at the local level. Grantees are responsible for ensuring the effective use of funds to address those gaps and for maintaining and sustaining existing capabilities; and,
- **Support of Regional Coordination:** Inter/intra-state partnerships and dependencies at the state and regional levels, including those within metropolitan areas, must be recognized.

**Deliverables (due each quarter):**

- Provide the Division with a list of each stakeholder invited to each Stakeholder conference call or meeting; and,
• Provide the Division with meeting notes that accurately document the content of the discussions during each Stakeholder conference call or meeting.

6. **Strengthening Governance Integration.** The Integrated Public Alert and Warning System (IPAWS) is a comprehensive, coordinated, integrated system that can be used by authorized public officials to deliver effective alert messages to the American public. IPAWS is the nation’s next-generation infrastructure of alert and warning networks. IPAWS ensures the President can alert and warn the public under any condition. Additionally, IPAWS will provide Federal, State, territorial, tribal, and local warning authorities the capabilities to alert and warn their communities of all hazards impacting public safety and well-being via multiple communication pathways. FEMA is upgrading the alert and warning infrastructure so that no matter what the crisis, the public will receive life-saving information via at least one path. The following steps need to be accomplished no later than **Quarter 3** to satisfy deliverable requirements:

1. [https://www.fema.gov/how-sign-ipaws](https://www.fema.gov/how-sign-ipaws)
2. County emails FEMA requesting IPAWS capability IPAWS@fema.dhs.gov
3. FEMA sends the county an application
4. County completes application and returns to FEMA IPAWS@fema.dhs.gov
5. FEMA sends the county an unsigned MOA, unsigned PAA form, and link to IPAWS online training
7. County signs MOA, obtains state signature on PAA form, takes online training...sends everything to FEMA
8. FEMA signs the MOA, sends completed paperwork and digital certificate to county, and enables their access in the system

Other recommendations:
If you are using Everbridge and EMnet please put both on the applications.

**Deliverable (due third quarter):**
• The sub-recipient shall upload FEMA IPAWS MOA in the Division’s SharePoint portal.
REIMBURSEMENT CONDITIONS:

Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient on a quarterly basis for the documented costs incurred during the successful completion of the task(s) required by this Agreement. However, the following limitations shall apply:

- In any quarter, the Division shall not reimburse the Sub-Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement; and,
- The cumulative amount of reimbursement for quarters 1, 2, and 3 shall not exceed 85% of the overall amount authorized by this Agreement.

If extraordinary circumstances exist, then the Sub-Recipient can request permission from the Division to exceed the 40% cap for a particular quarter. However, under no circumstances shall the cumulative reimbursement amount for quarters 1, 2, and 3 exceed 85% of the overall amount authorized by this Agreement.

FINANCIAL CONSEQUENCES:

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- A 10% reduction of the overall amount authorized by this Agreement.

The Division shall apply the penalty each quarter during which the Sub-Recipient fails to successfully complete each of the required tasks. During this Agreement, up to four penalties may be imposed; and, each penalty shall be applied cumulatively.

If, because of circumstances beyond the Sub-Recipient’s control, the Sub-Recipient is unable to successfully perform a task required by this Agreement, then the Sub-Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Sub-Recipient, then the Division will consider waiving the imposition of a financial consequence.
ATTACHMENT C

PROGRAM STATUTES AND REGULATIONS

3. Chapter 473, Florida Statutes
4. Chapter 215, Florida Statutes
5. Chapter 252, Florida Statutes
8. Copyright notice 17 U.S.C. §§ 401 or 402
10. Debarment and Suspension Executive Orders 12549 and 12689
19. Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
20. Terrorist Financing Executive Order 13224
27. 53 Federal Register 8034
28. Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
29. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
30. To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200 shall apply
ATTACHMENT D
REPORTS

The Sub-Recipient shall provide the Division with quarterly financial reports and a final close-out report. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Report due to FDEM no later than</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1 through September 30</td>
<td>October 30</td>
</tr>
<tr>
<td>October 1 through December 31</td>
<td>January 30</td>
</tr>
<tr>
<td>January 1 through March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>April 1 through June 30</td>
<td>July 30</td>
</tr>
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</table>

The Sub-Recipient shall provide the Division with full support documentation for the quarterly financial reports.

A. **The Quarterly Tasks Form** is due with your quarterly financial report each quarter. This form identifies EMPG funded employees, the required training completed (or working towards completion), and the required amount of exercises during the agreement period.

B. **Proposed Match Plan (Form 3)** is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update shall be provided. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. **NOTE:** If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.

C. **The Quarterly Match Form (Form 3A)** is due each quarter for Sub-Recipients using local funds to match the federal obligation. The Sub-Recipient must provide supporting documentation of matching funds (i.e. invoices, canceled checks, general ledger, earning statements, payroll registries, etc.). Cost-matching requirements are in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

D. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. invoices, canceled checks, general ledger, earning statements, payroll registries, etc.).
E. Programmatic Point of Contact:

<table>
<thead>
<tr>
<th>Contractual Point of Contact</th>
<th>Programmatic Point of Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newarsa Edwards</td>
<td>Karen Lyons</td>
</tr>
<tr>
<td>FDEM</td>
<td>FDEM</td>
</tr>
<tr>
<td>2555 Shumard Oak Blvd.</td>
<td>2555 Shumard Oak Blvd.</td>
</tr>
<tr>
<td>Tallahassee, FL 32399-2100</td>
<td>Tallahassee, FL 32399-2100</td>
</tr>
<tr>
<td>(850) 815-4040</td>
<td>(850) 815-4325</td>
</tr>
<tr>
<td><a href="mailto:Newarsa.Edwards@em.myflorida.com">Newarsa.Edwards@em.myflorida.com</a></td>
<td><a href="mailto:Karen.Lyons@em.myflorida.com">Karen.Lyons@em.myflorida.com</a></td>
</tr>
</tbody>
</table>

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.
ATTACHMENT E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:
If you are requesting an advance, indicate same by checking the box below.

[  ] ADVANCE REQUESTED

Advance payment of $ ____________ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

<table>
<thead>
<tr>
<th>BUDGET CATEGORY/LINE ITEMS</th>
<th>20___-20___ Anticipated Expenditures for First Three Months of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>For example</td>
<td></td>
</tr>
<tr>
<td>ADMINISTRATIVE COSTS</td>
<td></td>
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<tr>
<td>(Include Secondary Administration.)</td>
<td></td>
</tr>
<tr>
<td>For example</td>
<td></td>
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<tr>
<td>PROGRAM EXPENSES</td>
<td></td>
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<tr>
<td>TOTAL EXPENSES</td>
<td></td>
</tr>
</tbody>
</table>

**LINE ITEM JUSTIFICATION**  (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)
ATTACHMENT F
WARRANTIES AND REPRESENTATIONS

Financial Management
The Sub-Recipient’s financial management system must comply with 2 C.F.R. §200.302.

Procurements
Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours
The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: __________________________________________

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

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Sub-Recipient, ____________________________, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient’s subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

__________________________________

By: ________________ ____________________________
Signature Sub-Recipient’s Name

__________________________________
Name and Title DEM Contract Number

__________________________________
Street Address Project Number

__________________________________
City, State, Zip

__________________________________
Date
ATTACHMENT H

STATEMENT OF ASSURANCES

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and
Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its sub-recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

ATTACHMENT L
MANDATORY CONTRACT PROVISIONS

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:
(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3144), and 3161-3164) as supplemented by Department of Labor regulations (29 CFR Part 2). "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction." In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing-wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing-wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Federal regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Projects Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, directly or indirectly, to give any part of the compensation paid to him or her otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 502-507). Where applicable, all contracts or subcontracts by the Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 502 and 507, as supplemented by Department of Labor regulations (29 CFR Part 3). Under 40 U.S.C. 502 of the Act each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 274 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Grant. If the Federal award meets the definition of "funding agreement" under 28 CFR 401.2(a) and the recipient or subcontractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subcontractor must comply with the requirements of 28 CFR Part 42. "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7411, 7475, 7481, 7482, 7490) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1377), as amended. Contracts and subcontracts of amounts in excess of $100,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7411-7475) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1377). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy plan, as approved by the Federal Energy Administration, in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6241 et seq.).

(I) Debarment and Suspension (Executive Orders 12549 and 12833). A contract award (see 2 CFR 195.220) must not be made to persons listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with applicable OMB guidelines at 2 CFR 195 that implement Executive Orders 12549 (3 CFR, Part 195, Executive Orders, p. 189) and 12399 (3 CFR, Part 195 Comp. p. 245), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of persons debarred, suspended, or otherwise excluded by agencies, as well as persons declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any...
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APPENDIX III TO PART 200—INSTITUTION (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A) rates at IHEs (institutions)). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. Instruction means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credit toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division.

b. Departmental research means research, development and scholarly activities that are not organized research and consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

(1) Sponsored instruction and training means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution’s accounting treatment may include it in the instruction function.

(2) Departmental research means research, development and scholarly activities that are not organized research and consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. Organized research means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

1. Sponsored research means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

2. University research means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

a. Other sponsored activities means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

b. Other institutional activities means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section. Indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs: and specialized service facilities described in § 200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, green houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallovable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. Base period. A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. Need for cost grouping. The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to
Attachment J
Allowable Cost and Eligible Activities

I. Categories and Eligible Activities
The 2018 EMPG Funding Guidance allowable costs are divided into the following categories: planning, organization, training, exercise, equipment, and management and administration.

Allowable Costs

A. Planning
Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG Program funds may be used to develop or enhance emergency management planning activities. Some examples include:
- Emergency Operation Plans
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation planning
- Recovery Planning
- Continuity Plans
- Federal (and Mutual Aid) Emergency Response Official (F/ERO) Credentialing and Validation

Planning Costs Supporting Documentation: Provide copies of completed plan, contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment.

B. Organization
EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Sub-Recipients are encouraged to fund at least one dedicated Planner, Training Officer, and Exercise Officer. Personnel costs, including salary, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

The Quarterly Tasks (Form 1B) is due every quarter with your quarterly financial report. This is to identify all EMPG funded employees, the completion of the required training (or working towards completion) and the required amount of exercises during the agreement period.
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Eligible “Organization Cost” items include, but are not limited to:
- Utility (electric, water and sewage)
• Telephone Bills (landlines, cellular, and satellite)
• Internet Services
• Maintenance and Sustainment Agreements (reimbursement can only be claimed for services within the Agreement period)
• Publications
• Memberships
• Postage
• Other Personal/Contractual Services
  • Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part-time academic employment, board members, consultants, and other services.
  • Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
• Maintenance and Enhancement
  • Major repairs to the County Emergency Operations Center
  • Central Heat/Air
  • Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
  • Security Improvements (i.e. Cameras and equipment to operate)
  • Generators and Installation (Need prior EHP approval)

Organization Costs Supporting Documentation: For salaries and expenses, supply copies of certified timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Expense items need to have copies of invoices/receipts and canceled checks or general ledger for proof of payment. All documentation for reimbursement MUST include exact amounts and MUST be clearly visible and defined (i.e., highlighted, underlined, circled &/or individually identified on a spreadsheet).

C. Training
EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at http://www.fema.gov/exercise. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; Sub-Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at http://www.fema.gov/training-0.

The NIMS Guideline for Credentialing of Personnel provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema.gov/nims-doctrine-supporting-guides-tools.

Professional Development Series courses include:
• IS-120.a An Introduction to Exercises
• IS-230.d Fundamentals of Emergency Management
• IS-235.b Emergency Planning
• IS-240.b Leadership and Influence
To ensure the professional development of the emergency management workforce, the Sub-Recipients must ensure a routine capabilities assessment is accomplished and a TEP is developed and implemented.

For additional information on review and approval requirements for training courses funded with preparedness grants please refer to the following policy: http://www.fema.gov/media-library-data/1115d44e06367bb89510aafbe79c1875/FINAL_GPD+Training+Three+for+Free+Policy_09+10+13.pdf.

Additional types of training or training related activities include, but are not limited to, the following:
- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally-sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

Allowable training-related costs include the following:
- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.
- **Conferences.** The Division recognizes the important role that conferences can play in the professional development of emergency managers.
2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

[T]he coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

In order for travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the particular conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules."

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient’s successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.
When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state."). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

**Class A, Class B, and Class C Travel:**

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

**Meal Allowance and Per Diem:**

Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:

- $6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
- $11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.); and,
- $19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).

Section 112.061(a), Florida Statutes, establishes the per diem amounts. All travelers are allowed:

- The authorized per diem for each day of travel; or,
- If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

**Reimbursement for Meal Allowances That Exceed the State Rates:**

The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient’s written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).
Hotel Accommodations:
A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

Travel Reimbursement Forms:
Unless the Recipient has received prior approval from the Florida Department of Financial Services (“DFS”), the Recipient shall use the travel forms incorporated by reference in Rule 69I-42.003, Florida Administrative Code. Those forms include:

- The Authorization to Incur Travel Expense, Form DFS-AA-13;
- The Application for Advance on Travel Expenses, Form DFS-AA-25; and,
- The Voucher for Reimbursement of Travel Expenses, Form DFS-AA-15.

If the Recipient has not received permission from DFS to use an alternate form, and if the Recipient submits a request for reimbursement without including the applicable DFS forms listed above, then the Division shall not provide any reimbursement for that travel.

Training Costs Supporting Documentation: Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient’s written travel policy; and participation of the individual in the travel is necessary to the Federal award.

If cancelled checks are NOT available, copies of the general ledger MUST be provided.

D. Exercises

Allowable exercise-related costs include:
- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with
disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.

- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).

- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.

- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)

- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

**Exercise Costs Supporting Documentation:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices/receipts and canceled checks or general ledger for proof of payment and a copy of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign sheets (if using pre populated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

**E. Equipment**

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Allowable equipment includes equipment from the following AEL categories:
• Personal Protective Equipment (PPE) (Category 1)
• Information Technology (Category 4)
• Cybersecurity Enhancement Equipment (Category 5)
• Interoperable Communications Equipment (Category 6)
• Detection Equipment (Category 7)
• Power Equipment (Category 10)
• Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
• CBRNE Incident Response Vehicles (Category 12)
• Physical Security Enhancement Equipment (Category 14)
• CBRNE Logistical Support Equipment (Category 19)
• Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

**Controlled Equipment**

Grant funds may be used for the purchase of Controlled Equipment, however, because of the nature of the equipment and the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Controlled Equipment List*, information regarding the *Controlled Equipment Request Form*, and a description of the specific requirements for acquiring controlled equipment with DHS/FEMA grant funds. For additional information on controlled equipment refer to Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf), and the Recommendations Pursuant to Executive Order 13688 (https://www.whitehouse.gov/sites/default/files/docs/le_equipment wg_final_report_final.pdf).

**Requirements for Small Unmanned Aircraft System**

All requests to purchase Small Unmanned Aircraft System (SUAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals’ privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems(https://www.whitehouse.gov/the-press-office/2015/02/15/presidential-memorandum-promoting-economic-competitiveness-while-safegua), issued February 20, 2015.

**Equipment Acquisition Costs Supporting Documentation**: Copies of invoices/receipts and cancelled checks or general ledger for proof of payment. AEL# for each purchase (if applicable).

**F. Management and Administration (M&A)**

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of
state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation: Supply copies of certified timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).

Indirect Costs
Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of Sub-Recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), Sub-Recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant’s cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award.

II. Construction and Renovation
Construction and renovation projects for a state, local, territorial, or Tribal government’s principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number 1660-0124 (http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf) to their Regional EMPG Program Manager for review. Additionally, Sub-Recipients are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission’s (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in 44 C.F.R. § 10.8, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the Davis-Bacon Act (40 U.S.C. §§ 3141 et seq.). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available from the following website: http://www.dol.gov/compliance/laws/comp-dbra.htm.
III. Maintenance and Sustainment

The use of FEMA preparedness grants funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD’s IB 379 (http://www.fema.gov/grant-programs-directorate-information-bulletins) (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: http://www.fema.gov/media-library/assets/documents/32474.

Unallowable Costs

- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

IV. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties that ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all Sub-Recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance (http://www.fema.gov/media-library-data/1421336453304-d48adb6118b2a35d2bad325ae49ae531/FP1080231_Environmental_Planning_Historic_Preservation_Policy.pdf), and FP 108.24.4, Environmental Planning and Historical Preservation Policy (http://www.fema.gov/media-library-data/1388411752234-6dddb79121951a68e9ba036d2569aa488/18Dec13-NoNEPAREview.pdf)

EHP Technical Assistance, including the EHP Screening Form, can be found at (http://www.fema.gov/media-library-data/20130726-1806-25045-2839/gpd_ehp_screening_form_omb_1660_0115_june_2011.pdf)

59
Take a Note!

This contribution is in memory of: Lancy Silver

25 cents

MARCIA S. KNOREK
662 CIRCLEWOODS DRIVE
VENICE, FL 34293

PAY TO THE ORDER OF

Brandington Public Library

Twenty-five dollars

HUNTINGTON MEMO: in memory of Lancy Silver, Marcia Knorek

TAMPA, FL 33610
SAINT PETERSBURG, FL
09 APR 2018 PM 31

Ms. Marcia S. Knorek
662 Circlewood Dr.
Venice, FL 34293

Manatee County Library
1301 1st Ave. West
Bradenton
FL 34205
MEMORANDUM

To: County Administrator Ed Hunzeke
From: Director of Public Safety Robert Smith
Date: April 19, 2018
Subject: Grant Application – 2018 – 2019 Advance Innovation and Promote Solutions in the Health Care System

Public Safety Department is requesting execution of a grant application to Florida Blue Foundation for the 2018 - 2019 Advance Innovation and Promote Solutions in the Health Care System.

The total grant request amount is $364,946.00 over a 4-year funding period. There is no matching amount required.

This grant will help support the Community Paramedic COMPASS (Community, Oriented, Medical, Partnerships for Assistance and Social Support) Program. This program will add 1 FTE to the Division for a Licensed Clinical Social Worker (LCSW).

A Licensed Clinical Social Worker will examine and address social, economic, and environmental barriers that lead to poor health. This FTE will improve access and provide a global focus to medically vulnerable populations by redirecting patients to appropriate resources thus decreasing healthcare costs.
ROTARY PLAYGROUND AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Manatee County, a political subdivision of the State of Florida ("County"), and the Rotary’s Suncoast Playground Project, Inc., a Florida not-for-profit corporation ("Rotary") as of 5/18/2018. It is understood that any reference to "The Rotary" in this agreement shall mean Rotary’s Suncoast Playground Project, Inc.

WHEREAS, the County is authorized to provide public playground facilities throughout the County and ensure that recreational facilities, equipment, and surfacing is consistent with the generally accepted guidelines of the American with Disabilities Act ("ADA"); and

WHEREAS, the Rotary is a local not-for-profit corporation that desires to enhance the County’s parks by providing all-inclusive playgrounds with access for all children including facilities in compliance with the ADA requirements; and

WHEREAS, the County is willing to maintain the playground facilities in exchange for the Rotary’s installation and purchase of the ADA compliant playground facilities, equipment, and surfacing at certain County public parks; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the residents of the County, and serves a valid public purpose, for the County to enter into this Agreement with the Rotary to provide support for the ADA compliant playgrounds, as further defined herein, to be provided by the Rotary to residents of the County.

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

ARTICLE 1: SCOPE OF SERVICE. The Rotary covenants and represents to the County that the Rotary shall develop and make available a fully accessible playground in compliance with the ADA, as provided herein, at G.T. Bray Park in Manatee County, Florida. The playground site and accommodated plan will hereinafter be referred to as the "Project."

G.T. Bray Park has been identified as the first location for multiple playgrounds within a broader project scope. Current plans are, once G.T. Bray Park is substantially complete, second and third sites will be at Bennett Park and Buffalo Creek Park (irrespective), to be determined by the County.

ARTICLE 2: OBLIGATION OF THE ROTARY: The Rotary shall, in cooperation with the County, design, plan, permit and build the Project. By executing this Agreement, the Rotary agrees to each of the following obligations:

a. Funding. The Rotary shall solely be responsible for the funding, and shall strive to raise $600,000 for the purchase and installation of the Project.
b. **Design and Construction.** The Rotary, at its own expense and at no cost to the County, shall develop an initial site plan for an all-inclusive playground, which shall be subject to approval by the County. The site plan for the Project should take into consideration County expansion of the designated play area. The Rotary and County shall agree upon destination theme for the Project. Thereafter the Rotary, at its own expense and at no cost to the County, shall provide all labor, materials, installation and construction management services necessary for the completion of design and construction of the Project in accordance with the approved initial site plan. Installation shall be under the close supervision of a certified contractor specializing in playground installation.

c. **Compliance.** The Rotary shall be responsible for ensuring the Project complies with all applicable laws, statutes, ordinances and governmental regulations, including, without limitation, all federal and state laws governing disability access. The Consumer Product Safety Commission’s Public Playground Safety Handbook (Publication #325) shall be the primary resource for compliance for the Project. (Exhibit “A.”)

d. **Licenses & Permits.** Prior to the start of construction, the Rotary shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playground in full compliance with applicable laws and regulations. Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request of County’s representative (as defined in Article 10, the “County’s Representative”).

e. **Safety and Security.** The Rotary shall ensure the security of equipment, tools, supplies and wellbeing of volunteers and all third-party vendors assisting with preparation activities from the beginning of the Project until the conclusion of the Project, including any postponement. The Rotary shall ensure the security of the premise, including without limitation cordoning off the Project area, by tape, signage or other conspicuous equipment, in order to provide notice of construction from the beginning of the Project until the conclusion of the Project, including any postponement.

f. **Costs.** The Rotary shall be solely responsible for and shall hold the County harmless for any costs incurred by the Rotary for any installation, equipment or materials purchased to build the Project. The Rotary shall certify to the County that all funds necessary to complete construction of the Project are in place, prior to the commencement of any work on the site.

g. **Warranty.** The playground equipment and surfacing related to the Project may be covered under warranty by the applicable manufacturers, which shall be provided to the County’s Representative upon completion of the Project. The County acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer’s terms thereof, and the County agrees to look solely to such manufacturers for any such warranty and/or guarantee. The Rotary nor any respective affiliates, directors, officers, managers, partners, members, employees agents or representatives have made or are in any manner responsible or liable for any representation, warranty or guarantee, expressed or implied, in law or in fact, relative to any equipment or material including its quality, mechanical condition or fitness for a particular purpose.
h. **Final Inspection.** Upon completion of the Project, the Rotary shall notify the County, via County Representative, in writing that the final inspection may be made. Acceptance of the Project shall be contingent upon a final site inspection conducted by the County. The final site inspection shall include supporting documentation drafted by the County. All equipment and services shall be subject to final inspection by the County for purposes of determining if the conditions set forth in this Agreement have been satisfied.

**ARTICLE 3: OBLIGATIONS OF THE COUNTY:** The County shall cooperate with the Rotary to design, plan and build the Project. By executing this Agreement, the County agrees to each of the following obligations:

a. **Project Site.** The County shall provide an installation-ready site by preparing the grounds to include: clearing, grubbing, compaction, and furnishing of the playground foundation, exclusive of playground surfacing. The County shall provide reasonable and necessary access to G.T. Bray Park in order to enable the Rotary to design, plan, permit and build the playground.

b. **Initial Site Plan.** The County shall cooperate with the Rotary to develop an initial site plan for the Project. The first initial site plan shall be developed for G.T. Bray Park. Once the first project is substantially completed, a development for second site plan may be initiated. The County shall have final approval authority as to the design of the site plan.

c. **Transfer of Playground.** Once the playground equipment and code required signage have been installed and passed final inspection pursuant to Section 2.h, the County shall take ownership, by acceptance of dedication via a bill of sale.

d. **Maintenance.** After acceptance and transfer per Article 3 c. above of the Project, the County shall assume all responsibilities for ongoing operation and maintenance of the playground equipment to include all exposures related to general liability.

e. **Signage.** Upon completion of the Project, the County shall provide on-site signage indicating the donor naming rights.

**ARTICLE 4: LIMITATION OF COSTS AND PAYMENTS.** The Rotary shall be solely responsible and shall hold the County harmless from any costs incurred by the Rotary for construction and any equipment or materials necessary to build the playground.

**ARTICLE 5: CONTRACT DURATION.** Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect until such time a qualified representative of the County certifies in writing that the Project is complete. (See Article 2. h.) The Project, whether provided before or after the execution of this Agreement, shall be provided by the Rotary in accordance with all requirements and terms of this Agreement.

**ARTICLE 6: TERMINATION.**
a. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to the Rotary upon
determining that the Rotary has failed to comply with the terms of this Agreement. The notice shall specify the manner in which the Rotary has failed to comply with this Agreement.

b. Upon expiration or termination of this Agreement for any reason, the Rotary shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination.

**ARTICLE 6: NOTICES.** All notices or written communications required or permitted hereunder 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 Rotary:

ROTARY’S SUNCOAST PLAYGROUND PROJECTS, INC.
PO Box 14365
Bradenton, FL 34280
ATTN: Thomas J. Norton

If mailed to County:

MANATEE COUNTY PARKS & NATURAL RESOURCES DEPARTMENT
5502 33rd AVENUE DRIVE WEST
BRADENTON, FL 34209
ATTN: DEBBIE VOORHEES

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

**ARTICLE 7: GENERAL CONDITIONS.**

a. **Maintenance of Records: Audits.**

i. The Rotary shall maintain records, accounts, property records and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. The Rotary shall provide County’s representative all necessary information, records and contracts required by this Agreement as requested by County’s representative for monitoring and evaluation of services within ten (10) business days following the date of such request, or as otherwise agreed upon with County’s Representative. The Rotary’s information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, the Rotary shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or the Rotary made by any local, State or Federal agency. The Rotary shall retain all of its records and supporting documents related to this Agreement in accordance with all
applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by the Rotary for at least three (3) years after the termination of this Agreement.

iii. All forms referenced in this Agreement not attached herein shall be provided or approved by County’s Representative and shall be completed and submitted by the Rotary to County as requested.

b. Public Records. The Rotary shall:

i. Keep and maintain public records required by the County to perform the service.

ii. 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.

iii. 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 the Rotary does not transfer the records to the County.

iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Rotary or keep and maintain public records required by the County to perform the service. If the Rotary transfers all public records to the County upon completion of the Agreement, the Rotary shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Rotary keeps and maintains public records upon completion of the Agreement, the Rotary 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.

v. IF THE ROTARY 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: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.

c. Compliance with Laws; Non-Discrimination. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, the Rotary covenants and agrees that no person shall on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any Project or activity funded in whole or in part
with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

d. Contractual Liability. The relationship of the County to the Rotary shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to the Rotary or any of the officers, employees, personnel, agents or subcontractors of the Rotary any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Rotary in connection with the Project or for debts or claims accruing to such parties. The Rotary shall promptly pay, discharge, or promptly take such action as may be necessary and reasonable to settle such debts or claims.

e. Subcontractors. In providing any services under this Agreement, the Rotary may, in its sole discretion, subcontract for or otherwise use services provided by third party vendors, provided that the Rotary shall remain jointly and severally liable for the performance of such third party subcontractors and for all obligations under this Agreement.

f. Performance and Payment Bond Required. Prior to the commencement of any construction or work on the Project, County requires that the Rotary provide County with copies of all contracts for the construction of any buildings, structures, facilities or improvements. The Rotary shall require its general contractor to furnish payment and performance bonds, pursuant to Section 255.05, Florida Statutes, and shall provide such performance bonds to the County, securing the completion of the improvements and the satisfaction of all obligations arising therefrom, in such form and in such amounts and with sureties as may be agreeable to the County. The premium or premiums for such bonds shall be paid by the Rotary, and the County shall reimburse the Rotary for such cost. The Rotary shall deliver or cause to be delivered the required bonds to the Director not later than the date on which construction shall begin. The Director shall issue a written notice of approval only after receipt of satisfactory bonds. The bonds shall specifically name the COUNTY as an additional beneficiary of the obligation or obligations secured thereunder.

g. Reimbursement. One hundred percent (100%) of the actual and direct costs incurred by the Rotary for the cost of the premium for the performance bond shall be considered "Reimbursable Costs" for the purposes of this Agreement. No other costs shall be considered Reimbursement Costs. The County shall reimburse the Rotary for Reimbursable Costs in an amount not to exceed the cost of securing the performance bond, subject to the following provisions:

   i. Compliance with Obligations. The County's obligation to provide such reimbursement shall be subject to compliance by the Rotary with its obligations under this Agreement.

   ii. Invoice and Payment. The County shall reimburse the Rotary for the Reimbursable Costs within ninety (90) days of receipt of an application for payment that meets the requirements of this Section. The Rotary's application for payment shall be submitted as written requests to the Parks and Natural Resources Department and shall: (i) identify all costs funded by the Rotarotary for which one hundred percent (100%) matching fund reimbursement is requested; and (ii) include detailed invoices (indicated as paid with reference to date of payment and check number), a
completed W-9 (required upon the first request only) and any other documentation acceptable to the County reasonably necessary to identify the Reimbursable Costs incurred and funded by the Rotary. The Rotary shall apportion Reimbursable Costs monthly, and may submit requests for reimbursement on monthly basis.

iii. Processing and Payment. The County shall process and pay invoices in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80, Florida Statutes), which generally requires payment for non-disputed invoices within twenty-five (25) days of submittal. On or before the end of such twenty-five (25) day period, the County shall advise Rotary of any amount in dispute. Payment for any undisputed amount shall be made, and all unpaid disputed amounts shall be handled, in accordance with the Local Government Prompt Payment Act. To the extent not paid when due, unpaid sums shall accrue simple interest at the rate of twelve percent (12%) per annum.

iv. Availability of Funds. The obligation of the County to reimburse the Rotary for the Reimbursable Costs hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of the County, or to result in a pledge of or lien upon any revenues of the County, including without limitation general revenues. The County’s obligation to pay such funds hereunder shall be limited by, and shall be subordinate to: (a) all senior funding priorities (b) any covenants of the County to budget and appropriate legally available revenues to service County debt obligations.

v. Financial Records and Accounting. The Rotary shall keep and maintain financial records related to the expenditures reimbursed pursuant to this Agreement, for a period of five (5) years, in accordance with the records retention schedule as outlined in the Florida Department of State Division of Library and Information Services and shall allow the County or its agents to review and audit same at any time upon reasonable notice. The Rotary shall make all such records available for inspection as otherwise required by law. The Rotary shall be responsible for any government or regulatory fees or taxes associated with the Project, including without limitations the activities funded in part by reimbursements pursuant to this Agreement.

vi. Final Payment. Upon termination of this Agreement, the Rotary shall provide a final invoice to the County, and the County shall make a final reimbursement then due to the Rotary for all Reimbursable Costs incurred on or prior to the date of termination under this Agreement and not previously invoiced.

h. Non-Assignability. The Rotary may not assign, transfer or encumber this Agreement or any right or interest in this Agreement.

i. The Rotary’s Representatives. Within thirty (30) days from the date of execution of this Agreement by both parties, the Rotary shall provide the County with a list of representatives authorized to act on behalf of the Rotary.

ARTICLE 8: INDEMNIFICATION. To the extent permitted by law, and, in the case of the County, subject to the limitations set forth in Section 768.28, Florida Statutes, each of the parties
hereto shall indemnify, defend, keep, and hold harmless the other, its officers, agents, and employees from and against all injuries, deaths, losses, damages, suits, actions, claims, demands, costs, expenses, penalties, fines, judgments, liabilities, including, but not limited to reasonable attorney’s fees, to the extent caused by the negligence, recklessness, performance of or failure to perform the Project required by this Agreement or intentional wrongful conduct of the indemnifying party and its consultants, contractors, officers, agents, or employees in the performance of this Agreement.

Any performance bond or insurance protection required by this Agreement, or otherwise provided by the Rotary, 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 the Rotary 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 either party upon any liability arising out of this Agreement, both parties shall give notice to the other thereof in writing to the other at the above listed address. Nothing in this Agreement shall be deemed to affect County’s right to provide its own defense and to recover from the Rotary 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.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Rotary, the Rotary shall, at the Rotary’s sole expense, procure, maintain and cause all contractors hired by the Rotary to maintain, and keep in force amounts and types of insurance necessary to cover the cost of its obligations pursuant to Article 8. This shall include, but not be limited to:

(a) Commercial General Liability Insurance with limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(b) Errors and Omissions Insurance by licensed design professionals

The commercial general liability policy and errors and omissions policy shall be endorsed to name Manatee County, a political subdivision of the State of Florida, as an additional insured and a Certificate of Insurance evidencing such endorsement and entitlement to notice of cancelation or termination shall be provided. Any subcontractor hired by the Rotary for the completion of this Project shall name Manatee County as an additional insured to their commercial general liability policy.

Until such time as the insurance is no longer required, the Rotary shall provide the County with renewal or replacement certificates of insurance not less than the day 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 the Rotary shall, not less than the day 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.
The Rotary shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. The Rotary 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.

ARTICLE 10: COUNTY'S REPRESENTATIVE. Manatee County Parks and Natural Resources Contracts Manager shall serve as the County's Representative and is authorized to interpret this Contract and designate such additional employees as may be required to monitor the Rotary’s performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's Representative shall be referred to the County’s Parks and Natural Resources Director or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

ARTICLE 12: 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 hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: 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.

ARTICLE 15: DISCLAIMER OF 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 Rotary and any providers of promotional, advertising or other services, or goods, purchased by the Rotary. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 16: 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. In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment or exhibit hereto, the provisions contained within the body of this Agreement
shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 17: 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.

ARTICLE 18: 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.

ARTICLE 19: 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.

ARTICLE 20: ATTORNEYS 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.

ARTICLE 21: EFFECTIVE DATE. This Agreement shall take effect as of the date set forth above.

ARTICLE 22: 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 by the party's authorized representative.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names, by their authorized representatives, effective as of the date set forth above.

ROTARY SUNCOAST PLAYGROUNDS, INC.

By: [Signature]

Print Name: Thomas J. Norton

Title: [Position]

Phone Number: 941 284 9684

MANATEE COUNTY, FLORIDA,

a political subdivision of the State of Florida

By: its Board of County Commissioners

By: [Signature]

County Administrator
The U.S. Consumer Product Safety Commission’s ("CPSC" or "Commission") Public Playground Safety Handbook was first published in 1981 under the name A Handbook for Public Playground Safety. The recommendations in the Handbook are focused on playground-related injuries and mechanical mechanisms of injury; falls from playground equipment have remained the largest single hazard pattern associated with playground use. Since the first edition, the Commission has included recommendations that playgrounds not be installed over concrete, asphalt, or paved surfaces to address serious head injuries due to falls from the equipment. Additionally, the Commission has made suggestions for commonly used loose-fill and unitary surfacing materials (e.g., wood mulch, pea gravel, sand, gym mats, and shredded/recycled rubber mulch) that provide head impact attenuation and can mitigate the hazard presented by falls from playground equipment. Maintaining the focus on falls, the Handbook’s surfacing recommendations are based on the surfacing material’s energy absorbing effectiveness.

During the past 35 years, innovations in technology have led to new playground equipment and surfacing practices. Voluntary standards for equipment and impact attenuation for protective surfacing have evolved. The 2010 edition of the Handbook, the most recent version, still discusses common materials, but also covers new surfacing systems that are specifically designed and tested to comply with ASTM F1292, the voluntary standard for measuring impact attenuation of surfacing. Maintaining that focus, Section 2.4 of the Handbook identifies shredded/recycled rubber mulch as an "Appropriate Surfacing" product, given that this product can meet the impact attenuation requirements of ASTM F1292, as long as minimum depths of the material are maintained, as specified in Table 2 of Section 2.5. This notation is solely focused on the impact attenuation to minimize serious head injuries, and not on other aspects that may pose other risks, such as chemical exposure or ingestion.
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1. INTRODUCTION

In recent years, it is estimated that there were more than 200,000 injuries annually on public playgrounds across the country that required emergency room treatment. By following the recommended guidelines in this handbook, you and your community can create a safer playground environment for all children and contribute to the reduction of playground-related deaths and injuries.

1.1 Scope

This handbook presents safety information for public playground equipment in the form of guidelines. Publication of this handbook is expected to promote greater safety awareness among those who purchase, install, and maintain public playground equipment. Because many factors may affect playground safety, the U.S. Consumer Product Safety Commission (CPSC) staff believes that guidelines, rather than a mandatory rule, are appropriate. These guidelines are not being issued as the sole method to minimize injuries associated with playground equipment. However, the Commission believes that the recommendations in this handbook along with the technical information in the ASTM standards for public playgrounds will contribute to greater playground safety.

Some states and local jurisdictions may require compliance with this handbook and/or ASTM voluntary standards. Additionally, risk managers, insurance companies, or others may require compliance at a particular site; check with state/local jurisdictions and insurance companies for specific requirements.

1.2 Intended Audience

This handbook is intended for use by childcare personnel, school officials, parks and recreation personnel, equipment purchasers and installers, playground designers, and any other members of the general public (e.g., parents and school groups) concerned with public playground safety and interested in evaluating their respective playgrounds. Due to the wide range of possible users, some information provided may be more appropriate for certain users than others. The voluntary standards listed in 1.4 contain more technical requirements than this handbook and are primarily intended for use by equipment manufacturers, architects, designers, and any others requiring more technical information.

1.3 What is a Public Playground?

“Public” playground equipment refers to equipment for use by children ages 6 months through 12 years in the playground areas of:

- Commercial (non-residential) child care facilities
- Institutions
- Multiple family dwellings, such as apartment and condominium buildings
- Parks, such as city, state, and community maintained parks
- Restaurants
- Resorts and recreational developments
- Schools
- Other areas of public use

These guidelines are not intended for amusement park equipment, sports or fitness equipment normally intended for users over the age of 12 years, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures (not otherwise designed, intended and installed as playground equipment), equipment found in water play facilities, or home playground equipment. Equipment components intended solely for children with disabilities and modified to accommodate such users also are not covered by these guidelines. Child care facilities, especially indoor, should refer to ASTM F2373 — Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months Through 23 Months, for more guidance on areas unique to their facilities.

1.4 Public Playground Safety Voluntary Standards and CPSC Handbook History

- 1981 – First CPSC Handbook for Public Playground Safety was published, a two-volume set.
- 1991 – Two-volume set was replaced by a single-volume handbook, which contained recommendations based on a COMSIS Corporation report to the CPSC (Development of Human Factors Criteria for Playground Equipment Safety).
• 1993 – First version of voluntary standard for public playground equipment, ASTM F1487 — Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, was published (revisions occur every 3 to 4 years).

• 1994 – Minor revisions to the Handbook.

• 1997 – Handbook was updated based on (1) staff review of ASTM F1487, (2) playground safety roundtable meeting held October 1996, and (3) public comment received to a May 1997 CPSC staff request.


• 2008 – Handbook was updated based on comments received from members of the ASTM F15 Playground Committees in response to a CPSC staff request for suggested revisions. Significant revisions are listed below.

1.4.1 ASTM playground standards

Below is a list of ASTM technical performance standards that relate to playgrounds.


• F1816 Standard Safety Specification for Drawstrings on Children’s Upper Outerwear.

• F2049 Standard Guide for Fences/Barriers for Public, Commercial, and Multi-Family Residential Use Outdoor Play Areas.


1.5 Significant Revisions for 2008

1.5.1 Equipment guidelines

• Age ranges expanded to include children as young as 6 months based on ASTM F2373

• Guidelines for track rides and log rolls added

• Exit zone requirements for slides harmonized with ASTM F1487

1.5.2 Surfacing guidelines

• Critical height table revised

• Suggestions for surfacing over asphalt added

1.5.3 General guidelines

• Suggestions on sun exposure added

1.5.4 Other revisions

• Editorial changes to make the Handbook easier to understand and use

1.6 Background

The safety of each individual piece of playground equipment as well as the layout of the entire play area should be considered when designing or evaluating a playground for safety. Since falls are a very common playground hazard pattern, the installation and maintenance of protective surfacing under and around all equipment is crucial to protect children from severe head injuries.

Because all playgrounds present some challenge and because children can be expected to use equipment in unintended and unanticipated ways, adult supervision is highly recommended. The handbook provides some guidance on supervisory practices that adults should follow. Appropriate equipment design, layout, and maintenance, as discussed in this
handbook, are also essential for increasing public playground safety.

A playground should allow children to develop gradually and test their skills by providing a series of graduated challenges. The challenges presented should be appropriate for age-related abilities and should be ones that children can perceive and choose to undertake. Toddlers, preschool- and school-age children differ dramatically, not only in physical size and ability, but also in their intellectual and social skills. Therefore, age-appropriate playground designs should accommodate these differences with regard to the type, scale, and the layout of equipment. Recommendations throughout this handbook address the different needs of toddlers, preschool-age, and school-age children; "toddlers" refers to children ages 6 months through 2 years of age, "preschool-age" refers to children 2 through 5 years, and "school-age" refers to children 5 through 12 years. The overlap between these groups is anticipated in terms of playground equipment use and provides for a margin of safety.

Playground designers, installers and operators should be aware that the Americans with Disabilities Act of 1990 (ADA) is a comprehensive civil rights law which prohibits discrimination on the basis of disability. Titles II and III of the ADA require, among other things, that newly constructed and altered State and local government facilities, places of public accommodation, and commercial facilities be readily accessible to and usable by individuals with disabilities. Recreation facilities, including play areas, are among the types of facilities covered by titles II and III of the ADA.

The Architectural and Transportation Barriers Compliance Boards – also referred to as the "Access Board" – has developed accessibility guidelines for newly constructed and altered play areas that were published October 2000. The play area guidelines are a supplement to the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Once these guidelines are adopted as enforceable standards by the Department of Justice, all newly constructed and altered play areas covered by the ADA will be required to comply. These guidelines also apply to play areas covered by the Architectural Barriers Act (ABA).

Copies of the play area accessibility guidelines and further technical assistance can be obtained from the U.S. Access Board, 1331 F Street, NW, Suite 1000, Washington, DC 20004-1111; 800-872-2253, 800-993-2822 (TTY), www.access-board.gov.

1.7 Playground Injuries

The U. S. Consumer Product Safety Commission has long recognized the potential hazards that exist with the use of playground equipment, with over 200,000 estimated emergency room-treated injuries annually. The most recent study of 2,691 playground equipment-related incidents reported to the CPSC from 2001-2008 indicated that falls are the most common hazard pattern (44% of injuries) followed by equipment-related hazards, such as breakage, tip over, design, and assembly (23%). Other hazard patterns involved entrapment and colliding other children or stationary equipment. Playground-related deaths reported to the Commission involved entanglement of ropes, leashes, or clothing; falls; and impact from equipment tip over or structural failure.

The recommendations in this handbook have been developed to address the hazards that resulted in playground-related injuries and deaths. The recommendations include those that address:

- The potential for falls from and impact with equipment
- The need for impact attenuating protective surfacing under and around equipment
- Openings with the potential for head entrapment
- The scale of equipment and other design features related to user age and layout of equipment on a playground
- Installation and maintenance procedures
- General hazards presented by protrusions, sharp edges, and crush or shear points

1.8 Definitions

**Barrier** — An enclosing device around an elevated platform that is intended to prevent both inadvertent and deliberate attempts to pass through the device.

**Composite Structure** — Two or more play structures attached or functionally linked, to create one integral unit that provides more than one play activity.

**Critical Height** — The fall height below which a life-threatening head injury would not be expected to occur.

**Designated Play Surface** — Any elevated surface for standing, walking, crawling, sitting or climbing, or a flat surface greater than 2 inches wide by 2 inches long having an angle less than 30° from horizontal.

**Embarkment Slide** — A slide that follows the contour of the ground and at no point is the bottom of the chute greater than 12 inches above the surrounding ground.

**Entanglement** — A condition in which the user's clothes or something around the user's neck becomes caught or entrained on a component of playground equipment.

**Entrapment** — Any condition that impedes withdrawal of a body or body part that has penetrated an opening.

**Fall Height** — The vertical distance between the highest designated play surface on a piece of equipment and the protective surfacing beneath it.

**Footing** — A means for anchoring playground equipment to the ground.

**Full Bucket Seat Swing** — A swing generally appropriate for children under 4 years of age that provides support on all sides and between the legs of the occupant and cannot be entered or exited without adult assistance.

**Geotextile (filter) Cloth** — A fabric that retains its relative structure during handling, placement, and long-term service to enhance water movement, retard soil movement, and to add reinforcement and separation between the soil and the surfacing and/or sub-base.

**Guardrail** — An enclosing device around an elevated platform that is intended to prevent inadvertent falls from the elevated surface.

**Infill** — Material(s) used in a protective barrier or between decks to prevent a user from passing through the barrier (e.g., vertical bars, lattice, solid panel, etc.).

**Loose-Fill Surfacing Material** — A material used for protective surfacing in the use zone that consists of loose particles such as sand, gravel, engineered wood fibers, or shredded rubber.

**Preschool-Age Children** — Children 2 years of age through 5 years of age.

**Projection** — Anything that extends outward from a surface of the playground equipment and must be tested to determine whether it is a protrusion or entanglement hazard, or both.

**Protective Barrier** — See Barrier.

**Protective Surfacing** — Shock absorbing (i.e., impact attenuating) surfacing material in the use zone that conforms to the recommendations in §2.4 of this handbook.

**Protrusion** — A projection which, when tested, is found to be a hazard having the potential to cause bodily injury to a user who impacts it.

**Roller Slide** — A slide that has a chute consisting of a series of individual rollers over which the user travels.

**School-Age Children** — Children 5 years of age through 12 years of age.

**Slide Chute** — The inclined sliding surface of a slide.

**Stationary Play Equipment** — Any play structure that has a fixed base and does not move.

**Supervisor** — Any person tasked with watching children on a playground. Supervisors may be paid professionals (e.g., childcare, elementary school or park and recreation personnel), paid seasonal workers (e.g., college or high school students), volunteers (e.g., PTA members), or unpaid caregivers (e.g., parents) of the children playing in the playground.

**Toddlers** — Children 6 months through 23 months of age.

**Tube Slide** — A slide in which the chute consists of a totally enclosed tube or tunnel.

**Unitary Surfacing Material** — A manufactured material used for protective surfacing in the use zone that may be rubber tiles, mats, or a combination of energy absorbing materials held in place by a binder that may be poured in place at the playground site and cures to form a unitary shock absorbing surface.

**Upper Body Equipment** — Equipment designed to support a child by the hands only (e.g., horizontal ladder, overhead swinging rings).

**Use Zone** — The surface under and around a piece of equipment onto which a child falling from or exiting from the equipment would be expected to land. These areas are also designated for unrestricted circulation around the equipment.
2. GENERAL PLAYGROUND CONSIDERATIONS

2.1 Selecting a Site

The following factors are important when selecting a site for a new playground:

<table>
<thead>
<tr>
<th>Site Factor</th>
<th>Questions to Ask</th>
<th>If yes, then...Mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel patterns of children to and from the playground</td>
<td>Are there hazards in the way?</td>
<td>Clear hazards.</td>
</tr>
<tr>
<td>Nearby accessible hazards such as roads with traffic, lakes, ponds, streams, drop-offs/cliffs, etc.</td>
<td>Could a child inadvertently run into a nearby hazard?</td>
<td>Provide a method to contain children within the playground. For example, a dense hedge or a fence. The method should allow for observation by supervisors. If fences are used, they should conform to local building codes and/or ASTM F-2049.</td>
</tr>
<tr>
<td>Sun exposure</td>
<td>Is sun exposure sufficient to heat exposed bare metal slides, platforms, steps, &amp; surfacing enough to burn children?</td>
<td>Bare metal slides, platforms, and steps should be shaded or located out of direct sun. Provide warnings that equipment and surfacing exposed to intense sun can burn.</td>
</tr>
<tr>
<td></td>
<td>Will children be exposed to the sun during the most intense part of the day?</td>
<td>Consider shading the playground or providing shaded areas nearby.</td>
</tr>
<tr>
<td>Slope and drainage</td>
<td>Will loose fill materials wash away during periods of heavy rain?</td>
<td>Consider proper drainage re-grading to prevent wash outs.</td>
</tr>
</tbody>
</table>

2.1.1 Shading considerations

According to the American Academy of Dermatology, research indicates that one in five Americans will develop some form of skin cancer during their lifetime, and five or more sunburns double the risk of developing skin cancer. Utilizing existing shade (e.g., trees), designing play structures as a means for providing shading (e.g., elevated platforms with shaded space below), or creating more shade (e.g., manmade structures) are potential ways to design a playground to help protect children's skin from the sun. When trees are used for shade, additional maintenance issues arise, such as the need for cleaning up debris and trimming limbs.

2.2 Playground Layout

There are several key factors to keep in mind when laying out a playground:

- Accessibility
- Age separation
- Conflicting activities
- Sight lines
- Signage and/or labeling
- Supervision
2.2.1 Accessibility

Special consideration should be given to providing accessible surfaces in a play area that meets the ASTM Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment, ASTM F1951. Equipment selection and location along with the type of protective surfacing are key components to ensuring the opportunity for children with disabilities to play on the playground.

2.2.2 Age separation

For playgrounds intended to serve children of all ages, the layout of pathways and the landscaping of the playground should show the distinct areas for the different age groups. The areas should be separated at least by a buffer zone, which could be an area with shrubs or benches. This separation and buffer zone will reduce the chance of injury from older, more active children running through areas filled with younger children with generally slower movement and reaction times.

2.2.3 Age group

In areas where access to the playground is unlimited or enforced only by signage, the playground designer should recognize that since child development is fluid, parents and caregivers may select a playground slightly above or slightly below their child’s abilities, especially for children at or near a cut-off age (e.g., 2-years old and 5-years old). This could be for ease of supervising multiple children, misperceptions about the hazards a playground may pose to children of a different age, advanced development of a child, or other reasons. For this reason, there is an overlap at age 5. Developmentally similar overlap also exists around age 2; however, due to the differences in ASTM standards and entrapment testing tools, this overlap is not reflected in the handbook. Playgrounds used primarily by children under the supervision of paid, trained professionals (e.g., child-care centers and schools) may wish to consider separating play-grounds by the facility’s age groupings. For example, a child-care facility may wish to limit a playground to toddlers under 2 exclusively and can draw information from this guide and ASTM F2373. A school, on the other hand, may have no children under 4 attending, and can likewise plan appropriately. Those who inspect playgrounds should use the intended age group of the playground.

2.2.4 Conflicting activities

The play area should be organized into different sections to prevent injuries caused by conflicting activities and children running between activities. Active, physical activities should be separate from more passive or quiet activities. Areas for playground equipment, open fields, and sand boxes should be located in different sections of the playground. In addition, popular, heavy-use pieces of equipment or activities should be dispersed to avoid crowding in any one area.

Different types of equipment have different use zones that must be maintained. The following are general recommendations for locating equipment within the playground site. Specific use zones for equipment are given in §5.3.

- Moving equipment, such as swings and merry-go-rounds, should be located toward a corner, side, or edge of the play area while ensuring that the appropriate use zones around the equipment are maintained.
- Slide exits should be located in an uncongested area of the playground.
- Composite play structures have become increasingly popular on public playgrounds. Adjacent components on composite structures should be complementary. For example, an access component should not be located in a slide exit zone.

2.2.5 Sight lines

Playgrounds that are designed, installed, and maintained in accordance with safety guidelines and standards can still present hazards to children. Playgrounds should be laid out to allow parents or caregivers to keep track of children as they move throughout the playground environment. Visual barriers should be minimized as much as possible. For example, in a park situation, playground equipment should be as visible as possible from park benches. In playgrounds with areas for different ages, the older children’s area should be visible from the younger children’s area to ensure that caregivers of multiple children can see older children while they are engaged in interactive play with younger ones.

2.2.6 Signage and/or labeling

Although the intended user group should be obvious from the design and scale of equipment, signs and/or labels posted in the playground area or on the equipment should give some guidance to supervisors as to the age appropriateness of the equipment.
2.2.7 Supervision

The quality of the supervision depends on the quality of the supervisor’s knowledge of safe play behavior. Playground designers should be aware of the type of supervision most likely for their given playground. Depending on the location and nature of the playground, the supervisees may be paid professionals (e.g., childcare, elementary school or park and recreation personnel), paid seasonal workers (e.g., college or high school students), volunteers (e.g., PTA members), or unpaid caregivers (e.g., parents) of the children playing in the playground.

Parents and playground supervisors should be aware that not all playground equipment is appropriate for all children who may use the playground. Supervisors should look for posted signs indicating the appropriate age of the users and direct children to equipment appropriate for their age. Supervisors may also use the information in Table 1 to determine the suitability of the equipment for the children they are supervising. Toddlers and preschool-age children require more attentive supervision than other children; however, one should not rely on supervision alone to prevent injuries.

Supervisors should understand the basics of playground safety such as:

- Checking for broken equipment and making sure children don’t play on it.
- Checking for and removing unsafe modifications, especially ropes tied to equipment, before letting children play.
- Checking for properly maintained protective surfacing.
- Making sure children are wearing foot wear.

<table>
<thead>
<tr>
<th>TABLE 1. EXAMPLES OF AGE APPROPRIATE EQUIPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toddler — Ages 6-23 months</td>
</tr>
<tr>
<td>• Climbing equipment under 32” high</td>
</tr>
<tr>
<td>• Ramps</td>
</tr>
<tr>
<td>• Single file step ladders</td>
</tr>
<tr>
<td>• Slides*</td>
</tr>
<tr>
<td>• Spiral slides less than 360°</td>
</tr>
<tr>
<td>• Spring rockers</td>
</tr>
<tr>
<td>• Stairways</td>
</tr>
<tr>
<td>• Swings with full bucket seats</td>
</tr>
<tr>
<td>** Toddler — Ages 6-23 months</td>
</tr>
<tr>
<td>** See §5.3.2</td>
</tr>
<tr>
<td>Preschool — Ages 2-5 years</td>
</tr>
<tr>
<td>• Certain climbers**</td>
</tr>
<tr>
<td>• Horizontal ladders less than or equal to 60” high for ages 4 and 5</td>
</tr>
<tr>
<td>• Merry-go-rounds</td>
</tr>
<tr>
<td>• Ramps</td>
</tr>
<tr>
<td>• Rung ladders</td>
</tr>
<tr>
<td>• Single file step ladders</td>
</tr>
<tr>
<td>• Slides*</td>
</tr>
<tr>
<td>• Spiral slides up to 360°</td>
</tr>
<tr>
<td>• Spring rockers</td>
</tr>
<tr>
<td>• Stairways</td>
</tr>
<tr>
<td>• Swings – belt, full bucket seats (2-4 years) &amp; rotating tire</td>
</tr>
<tr>
<td>** See §5.3.2</td>
</tr>
<tr>
<td>Grade School — Ages 5-12 years</td>
</tr>
<tr>
<td>• Arch climbers</td>
</tr>
<tr>
<td>• Chain or cable walks</td>
</tr>
<tr>
<td>• Free standing climbing events with flexible parts</td>
</tr>
<tr>
<td>• Fulcrum seesaws</td>
</tr>
<tr>
<td>• Ladders – Horizontal, Rung, &amp; Step</td>
</tr>
<tr>
<td>• Overhead rings***</td>
</tr>
<tr>
<td>• Merry-go-rounds</td>
</tr>
<tr>
<td>• Ramps</td>
</tr>
<tr>
<td>• Ring treks</td>
</tr>
<tr>
<td>• Slides*</td>
</tr>
<tr>
<td>• Spiral slides more than one 360° turn</td>
</tr>
<tr>
<td>• Stairways</td>
</tr>
<tr>
<td>• Swings – belt &amp; rotating tire</td>
</tr>
<tr>
<td>• Track rides</td>
</tr>
<tr>
<td>• Vertical sliding poles</td>
</tr>
<tr>
<td>** See §5.3.2.5</td>
</tr>
</tbody>
</table>

* See §5.3.6

** See §5.3.2

*** See §5.3.2.5
• Watching and stopping dangerous horseplay, such as children throwing protective surfacing materials, jumping from heights, etc.
• Watching for and stopping children from wandering away from the play area.

2.3 Selecting Equipment
When selecting playground equipment, it is important to know the age range of the children who will be using the playground. Children at different ages and stages of development have different needs and abilities. Playgrounds should be designed to stimulate children and encourage them to develop new skills, but should be in scale with their sizes, abilities, and developmental levels. Consideration should also be given to providing play equipment that is accessible to children with disabilities and encourages integration within the playground.

Table 1 shows the appropriate age range for various pieces of playground equipment. This is not an all-comprehensive list and, therefore, should not limit inclusion of current or newly designed equipment that is not specifically mentioned. For equipment listed in more than one group, there may be some modifications or restrictions based on age, so consult the specific recommendations in §5.3.

2.3.1 Equipment not recommended
Some playground equipment is not recommended for use on public playgrounds, including:
• Trampolines
• Swinging gates
• Giant strides
• Climbing ropes that are not secured at both ends.
• Heavy metal swings (e.g., animal figures) – These are not recommended because their heavy rigid metal framework presents a risk of impact injury.
• Multiple occupancy swings – With the exception of tire swings, swings that are intended for more than one user are not recommended because their greater mass, as compared to single occupancy swings, presents a risk of impact injury.
• Rope swings – Free-swinging ropes that may fray or otherwise form a loop are not recommended because they present a potential strangulation hazard.
• Swinging dual exercise rings and trapeze bars – These are rings and trapeze bars on long chains that are generally considered to be items of athletic equipment and are not recommended for public playgrounds. NOTE: The recommendation against the use of exercise rings does not apply to overhead hanging rings such as those used in a ring trek or ring ladder (see Figure 7).

2.4 Surfacing
The surfacing under and around playground equipment is one of the most important factors in reducing the likelihood of life-threatening head injuries. A fall onto a shock absorbing surface is less likely to cause a serious head injury than a fall onto a hard surface. However, some injuries from falls, including broken limbs, may occur no matter what playground surfacing material is used.

The most widely used test method for evaluating the shock absorbing properties of a playground surfacing material is to drop an instrumented metal headform onto a sample of the material and record the acceleration/time pulse during the impact. Field and laboratory test methods are described in ASTM F1292 Standard Specification for Impact Attenuation of Surfacing Systems Under and Around Playground Equipment.

Testing using the methods described in ASTM F1292 will provide a "critical height" rating of the surface. This height can be considered as an approximation of the fall height below which a life-threatening head injury would not be expected to occur. Manufacturers and installers of playground protective surfacing should provide the critical height rating of their materials. This rating should be greater than or equal to the fall height of the highest piece of equipment on the playground. The fall height of a piece of equipment is the distance between the highest designated play surface on a piece of equipment and the protective surface beneath it. Details for determining the highest designated play surface and fall height on some types of equipment are included in §5 Parts of the Playground.

2.4.1 Equipment not covered by protective surfacing recommendations
The recommendations for protective surfacing do not apply to equipment that requires a child to be standing or sitting at ground level. Examples of such equipment are:
• Sand boxes
• Activity walls at ground level
• Play houses
• Any other equipment that children use when their feet remain in contact with the ground surface

2.4.2 Selecting a surfacing material

There are two options available for surfacing public playgrounds: unitary and loose-fill materials. A playground should never be installed without protective surfacing of some type. Concrete, asphalt, or other hard surfaces should never be directly under playground equipment. Grass and dirt are not considered protective surfacing because wear and environmental factors can reduce their shock absorbing effectiveness. Carpeting and mats are also not appropriate unless they are tested to and comply with ASTM F1292. Loose-fill should be avoided for playgrounds intended for toddlers.

2.4.2.1 Unitary surfacing materials

Unitary materials are generally rubber mats and tiles or a combination of energy-absorbing materials held in place by a binder that may be poured in place at the playground site and then cured to form a unitary shock absorbing surface. Unitary materials are available from a number of different manufacturers, many of whom have a range of materials with differing shock absorbing properties. New surfacing materials, such as bonded wood fiber and combinations of loose-fill and unitary, are being developed that may also be tested to ASTM F1292 and fall into the unitary materials category. When deciding on the best surfacing materials keep in mind that some dark colored surfacing materials exposed to the intense sun have caused blistersing on bare feet. Check with the manufacturer if light colored materials are available or provide shading to reduce direct sun exposure.

Persons wishing to install a unitary material as a playground surface should request ASTM F1292 test data from the manufacturer identifying the critical height rating of the desired surface. In addition, site requirements should be obtained from the manufacturer because some unitary materials require installation over a hard surface while others do not. Manufacturer’s instructions should be followed closely, as some unitary systems require professional installation. Testing should be conducted in accordance with the ASTM F1292 standard.
2.4.2.2 Loose-fill surfacing materials

Engineered wood fiber (EWF) is a wood product that may look similar in appearance to landscaping mulch, but EWF products are designed specifically for use as a playground safety surface under and around playground equipment. EWF products should meet the specifications in ASTM F2075: Standard Specification for Engineered Wood Fiber and be tested to and comply with ASTM F1292.

There are also rubber mulch products that are designed specifically for use as playground surfacing. Make sure they have been tested to and comply with ASTM F1292.

When installing these products, tips 1-9 listed below should be followed. Each manufacturer of engineered wood fiber and rubber mulch should provide maintenance requirements for and test data on:

- Critical height based on ASTM F1292 impact attenuation testing.
- Minimum fill-depth data.
- Toxicity.
- ADA/ABA accessibility guidelines for firmness and stability based on ASTM F1951.

Other loose-fill materials are generally landscaping-type materials that can be layered to a certain depth and resist compacting. Some examples include wood mulch, wood chips, sand, pea gravel, and shredded/recycled rubber mulch.

Important tips when considering loose-fill materials:

1. Loose-fill materials will compress at least 25% over time due to use and weathering. This must be considered when planning the playground. For example, if the playground will require 9 inches of wood chips, then the initial fill level should be 12 inches. See Table 2 below.

2. Loose-fill surfacing requires frequent maintenance to ensure surfacing levels never drop below the minimum depth. Areas under swings and at slide exits are more susceptible to displacement; special attention must be paid to maintenance in these areas. Additionally, wear mats can be installed in these areas to reduce displacement.

3. The perimeter of the playground should provide a method of containing the loose-fill materials.

4. Consider marking equipment supports with a minimum fill level to aid in maintaining the original depth of material.

5. Good drainage is essential to maintaining loose-fill surfacing. Standing water with surfacing material reduces effectiveness and leads to material compaction and decomposition.

6. Critical height may be reduced during winter in areas where the ground freezes.

7. Never use less than 9 inches of loose-fill material except for shredded/recycled rubber (6 inches recommended). Shallower depths are too easily displaced and compacted.

8. Some loose-fill materials may not meet ADA/ABA accessibility guidelines. For more information, contact the Access Board (see §1.6) or refer to ASTM F1951.

9. Wood mulch containing chromated copper arsenate (CCA)-treated wood products should not be used; mulch where the CCA-content is unknown should be avoided (see §2.5.5.1).

Table 2 shows the minimum required depths of loose-fill material needed based on material type and fall height. The depths shown assume the materials have been compressed due to use and weathering and are properly maintained to the given level.

2.4.2.3 Installing loose-fill over hard surface

CPSC staff strongly recommends against installing playgrounds over hard surfaces, such as asphalt, concrete, or hard packed earth, unless the installation adds the following layers of protection. Immediately over the hard surface there should be a 3- to 6-inch base layer of loose-fill (e.g., gravel for drainage). The next layer should be a Geotextile cloth. On top of that should be a loose-fill layer meeting the specifications addressed in §2.4.2.2 and Table 2. Embedded in the loose-fill layer should be impact attenuating mats under high traffic areas, such as under swings, at slide exits, and other places where displacement is likely. Figure 1 provides a visual representation of this information. Older playgrounds that still exist on hard surfacing should be modified to provide appropriate surfacing.

2.5 Equipment Materials

2.5.1 Durability and finish

- Use equipment that is manufactured and constructed only of materials that have a demonstrated record of durability in a playground or similar setting.
Table 2. Minimum compressed loose-fill surfacing depths

<table>
<thead>
<tr>
<th>Inches</th>
<th>Of</th>
<th>(Loose-Fill Material)</th>
<th>Protects to</th>
<th>Fall Height (feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6+</td>
<td></td>
<td>Shredded/recycled rubber</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>Sand</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>Pea Gravel</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>Wood mulch (non-CCA)</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>Wood chips</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

* Shredded/recycled rubber loose-fill surfacing does not compress in the same manner as other loose-fill materials. However, care should be taken to maintain a constant depth as displacement may still occur.

Layer 5: Impact mats under swings
Layer 4: Loose-fill surfacing material
Layer 3: Geotextile cloth
Layer 2: 3- to 6-inches of loose fill (e.g., gravel for drainage)
Layer 1: Hard surface (asphalt, concrete, etc.)

Figure 1. Installation layers for loose-fill over a hard surface

- Finishes, treatments, and preservatives should be selected carefully so that they do not present a health hazard to users.

2.5.2 Hardware

When installed and maintained in accordance with the manufacturer’s instructions:

- All fasteners, connectors, and covering devices that are exposed to the user should be smooth and should not be likely to cause laceration, penetration, or present a clothing entanglement hazard (see also §3.2 and Appendix B).
- Lock washers, self-locking nuts, or other locking means should be provided for all nuts and bolts to protect them from detachment.
- Hardware in moving joints should also be secured against unintentional or unauthorized loosening.
• All fasteners should be corrosion resistant and be selected to minimize corrosion of the materials they connect. This is particularly important when using wood treated with ACQ/CBA/CA-B\(^1\) as the chemicals in the wood preservative corrode certain metals faster than others.

• Bearings or bushings used in moving joints should be easy to lubricate or be self-lubricating.

• All hooks, such as S-hooks and C-hooks, should be closed (see also §5.3.8.1). A hook is considered closed if there is no gap or space greater than 0.04 inches, about the thickness of a dime.

### 2.5.3 Metals

• Avoid using bare metal for platforms, slides, or steps. When exposed to direct sunlight they may reach temperatures high enough to cause serious contact burn injuries in a matter of seconds. Use other materials that may reduce the surface temperature, such as but not limited to wood, plastic, or coated metal (see also Slides in §5.3.6).

• If bare or painted metal surfaces are used on platforms, steps, and slide beds, they should be oriented so that the surface is not exposed to direct sun year round.

### 2.5.4 Paints and finishes

• Metals not inherently corrosion resistant should be painted, galvanized, or otherwise treated to prevent rust.

• The manufacturer should ensure that the users cannot ingest, inhale, or absorb potentially hazardous amounts of preservative chemicals or other treatments applied to the equipment as a result of contact with playground equipment.

• All paints and other similar finishes must meet the current CPSC regulation for lead in paint.

• Painted surfaces should be maintained to prevent corrosion and deterioration.

• Paint and other finishes should be maintained to prevent rusting of exposed metals and to minimize children playing with peeling paint and paint flakes.

• Older playgrounds with lead based paints should be identified and a strategy to control lead paint exposure should be developed. Playground managers should consult the October 1996 report, CPSC Staff Recommendations for Identifying and Controlling Lead Paint on Public Playground Equipment, while ensuring that all paints and other similar finishes meet the current CPSC regulation.\(^2\)

### 2.5.5 Wood

• Wood should be either naturally rot- and insect-resistant (e.g., cedar or redwood) or should be treated to avoid such deterioration.

• Creosote-treated wood (e.g., railroad ties, telephone poles, etc) and coatings that contain pesticides should not be used.

#### 2.5.5.1 Pressure-treated wood

A significant amount of Older playground wood was pressure-treated with chemicals to prevent damage from insects and fungi. Chromated copper arsenate (CCA) was a chemical used for decades in structures (including playgrounds). Since December 31, 2003, CCA-treated wood is no longer processed for use in playground applications. Other rot- and insect-resistant pressure treatments are available that do not contain arsenic; however, when using any of the new treated wood products, be sure to use hardware that is compatible with the wood treatment chemicals. These chemicals are known to corrode certain materials faster than others.

**Existing playgrounds with CCA-treated wood**

Various groups have made suggestions concerning the application of surface coatings to CCA-treated wood (e.g., stains and sealants) to reduce a child's potential exposure to arsenic from the wood surface. Data from CPSC staff and EPA studies suggest that regular (at least once a year) use of an oil- or water-based, penetrating sealant or stain can reduce arsenic migration from CCA-treated wood. Installers, builders, and consumers who perform woodworking operations, such as sanding, sawing, or sawdust disposal, on pressure-treated wood should read the consumer information sheet available at the point of sale. This sheet contains important health precautions and disposal information.

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\(^1\) Ammonical copper quat (ACQ), copper boron azole (CBA), copper azole type B (CA-B), etc.

\(^2\) CPSC Staff Recommendations for Identifying and Controlling Lead Paint on Public Playground Equipment; U.S. Consumer Product Safety Commission; Washington, DC, October 1996.
When selecting wood products and finishes for public playgrounds, CPSC staff recommends:

- Avoid “film-forming” or non-penetrating stains (latex semi-transparent, latex opaque and oil-based opaque stains) on outdoor surfaces because peeling and flaking may occur later, which will ultimately have an impact on durability as well as exposure to the preservatives in the wood.

- Creosote, pentachlorophenol, and tributyl tin oxide are too toxic or irritating and should not be used as preservatives for playground equipment wood.

- Pesticide-containing finishes should not be used.

- CCA-treated wood should not be used as playground mulch.

### 2.6 Assembly and Installation

- Strictly follow all instructions from the manufacturer when assembling and installing equipment.

- After assembly and before its first use, equipment should be thoroughly inspected by a person qualified to inspect playgrounds for safety.

- The manufacturer’s assembly and installation instructions, and all other materials collected concerning the equipment, should be kept in a permanent file.

- Secure anchoring is a key factor to stable installation, and the anchoring process should be completed in strict accordance with the manufacturer’s specifications.
3. PLAYGROUND HAZARDS

This section provides a broad overview of general hazards that should be avoided on playgrounds. It is intended to raise awareness of the risks posed by each of these hazards. Many of these hazards have technical specifications and tests for compliance with ASTM F1487 and F2373. Some of these tests are also detailed in Appendix B.

3.1 Crush and Shearing Points

Anything that could crush or shear limbs should not be accessible to children on a playground. Crush and shear points can be caused by parts moving relative to each other or to a fixed part during a normal use cycle, such as a seesaw.

To determine if there is a possible crush or shear point, consider:

- The likelihood a child could get a body part inside the point, and
- The closing force around the point.

Potential crush/shear hazards specific to certain pieces of equipment are identified in §5.3 Major Types of Playground Equipment.

3.2 Entanglement and Impalement

Projections on playground equipment should not be able to entangle children’s clothing nor should they be large enough to impale. To avoid this risk:

- The diameter of a projection should not increase in the direction away from the surrounding surface toward the exposed end (see Figure 2).
- Bolts should not expose more than two threads beyond the end of the nut (see Figure 3).
- All hooks, such as S-hooks and C-hooks, should be closed (see also §5.3.8.1). A hook is considered closed if there is no gap or space greater than 0.04 inches, about the thickness of a dime.
- Any connecting device containing an in-fill that completely fills the interior space preventing entry of clothing items into the interior of the device is exempt from this requirement.

- Swings and slides have additional recommendations for projections detailed in §5.3.
- See Appendix B for testing recommendations.

3.2.1 Strings and ropes

Drawstrings on the hoods of jackets, sweatshirts, and other upper body clothing can become entangled in playground equipment, and can cause death by strangulation. To avoid this risk:

- Children should not wear jewelry, jackets or sweatshirts with drawstring hoods, mittens connected by strings through the arms, or other upper body clothing with drawstrings.
- Remove any ropes, dog leashes, or similar objects that have been attached to playground equipment. Children can become entangled in them and strangle to death.

![Figure 2. Example of a hazardous projection that increases in diameter from plane of initial surface and forms an entanglement hazard and may also be an impalement hazard.](image1)

![Figure 3. Example of a hazardous projection that extends more than 2 threads beyond the nut and forms an impalement/laceration hazard and may also be an entanglement hazard.](image2)
- Avoid equipment with ropes that are not secured at both ends.
- The following label, or a similar sign or label, can be placed on or near slides or other equipment where potential entanglements may occur.

![WARNING]

Children have died when drawstrings on their clothing caught on slides or other playground equipment.
Remove hood and neck drawstrings from children's clothing before children play on a playground.
Remove scarves and mittens connected through the sleeves.

3.3 Entrapment

3.3.1 Head entrapment

Head entrapment is a serious concern on playgrounds, since it could lead to strangulation and death. A child's head may become entrapped if the child enters an opening either feet first or head first. Head entrapment by head-first entry generally occurs when children place their heads through an opening in one orientation, turn their heads to a different orientation, then are unable to get themselves out. Head entrapment by feet first entry involves children who generally sit or lie down and slide their feet into an opening that is large enough to permit their bodies to go through but is not large enough to permit their heads to go through. A part of a group of parts should not form openings that could trap a child's head. Also, children should not wear their bicycle helmets while on playground equipment. There have been recent head entrapment incidents in which children wearing their bicycle helmets became entrapped in spaces that would not normally be considered a head entrapment.

Certain openings could present an entrapment hazard if the distance between any interior opposing surfaces is greater than 3.5 inches and less than 9 inches. These spaces should be tested as recommended in Appendix B. When one dimension of an opening is within this range, all dimensions of the opening should be considered together to evaluate the possibility of entrapment. Even openings that are low enough for children's feet to touch the ground can present a risk of strangulation for an entrapped child. (See Figure 4). Younger children may not have the necessary intellectual ability or motor skills to reverse the process that caused their heads to become trapped, especially if they become scared or panicked.

Figure 4. Examples of entrapment below a barrier and between the vertical bars of a barrier.
3.3.2 Partially bound openings and angles

Children can become entrapped by partially bound openings, such as those formed by two or more playground parts.

- Angles formed by two accessible adjacent parts should be greater than 55 degrees unless the lowest leg is horizontal or below horizontal.
- Use the partially-bound opening test in Appendix B to identify hazardous angles and other partially-bound openings.

3.4 Sharp Points, Corners, and Edges

Sharp points, corners, or edges on any part of the playground or playground equipment may cut or puncture a child's skin. Sharp edges can cause serious lacerations if protective measures are not taken. To avoid the risk of injury from sharp points, corners and edges:

- Exposed open ends of all tubing not resting on the ground or otherwise covered should be covered by caps or plugs that cannot be removed without the use of tools.
- Wood parts should be smooth and free from splinters.
- All corners, metal and wood, should be rounded.
- All metal edges should be rolled or have rounded capping.
- There should be no sharp edges on slides. Pay special attention to metal edges of slides along the sides and at the exit (see also §5.3.6.4).
- If steel-belted radials are used as playground equipment, they should be closely examined regularly to ensure that there are no exposed steel belts/wires.
- Conduct frequent inspections to help prevent injuries caused by splintered wood, sharp points, corners, or edges that may develop as a result of wear and tear on the equipment.

3.5 Suspended Hazards

Children using a playground may be injured if they run into or trip over suspended components (such as cables, wires, ropes, or other flexible parts) connected from one piece of the playground equipment to another or hanging to the ground. These suspended components can become hazards when they are within 45 degrees of horizontal and are less than 7 feet above the protective surfacing. To avoid a suspended hazard, suspended components:

- Should be located away from high traffic areas.
- Should either be brightly colored or contrast with the surrounding equipment and surfacing.
- Should not be able to be looped back on themselves or other ropes, cables, or chains to create a circle with a 5 inch or greater perimeter.
- Should be fastened at both ends unless they are 7 inches or less long or attached to a swing seat.

These recommendations do not apply to swings, climbing nets, or if the suspended component is more than 7 feet above the protective surfacing and is a minimum of one inch at its widest cross-section dimension.

3.6 Tripping Hazards

Play areas should be free of tripping hazards (i.e., sudden change in elevations) to children who are using a playground. Two common causes of tripping are anchoring devices for playground equipment and containment walls for loose-fill surfacing materials.

- All anchoring devices for playground equipment, such as concrete footings or horizontal bars at the bottom of flexible climbers, should be installed below ground level.
and beneath the base of the protective surfacing material. This will also prevent children from sustaining additional injuries from impact if they fall on exposed footings.

• Contrasting the color of the surfacing with the equipment color can contribute to better visibility.
• Surfacing containment walls should be highly visible.
• Any change of elevation should be obvious.
• Contrasting the color of the containment barrier with the surfacing color can contribute to better visibility.

3.7 Used Tires

Used automobile and truck tires are often recycled as playground equipment, such as tire swings or flexible climbers, or as a safety product such as cushioning under a seesaw or shredded as protective surfacing. When recycling tires for playground use:

• Steel-belted radials should be closely examined regularly to ensure that there are no exposed steel belts/wires.
• Care should be taken so that the tire does not collect water and debris; for example, providing drainage holes on the underside of the tire would reduce water collection.
• Recycled tire rubber mulch products should be inspected before installation to ensure that all metal has been removed.

In some situations, plastic materials can be used as an alternative to simulate actual automobile tires.
4. MAINTAINING A PLAYGROUND

Inadequate maintenance of equipment has resulted in injuries on playgrounds. Because the safety of playground equipment and its suitability for use depend on good inspection and maintenance, the manufacturer's maintenance instructions and recommended inspection schedules should be strictly followed. If manufacturer's recommendations are not available, a maintenance schedule should be developed based on actual or anticipated playground use. Frequently used playgrounds will require more frequent inspections and maintenance.

4.1 Maintenance Inspections

A comprehensive maintenance program should be developed for each playground. All playground areas and equipment should be inspected for excessive wear, deterioration, and any potential hazards, such as those shown in Table 3. One possible procedure is the use of checklists. Some manufacturers supply checklists for general or detailed inspections with their maintenance instructions. These can be used to ensure that inspections are in compliance with the manufacturer's specifications. If manufacturer-provided inspection guidelines are not available, a general checklist that may be used as a guide for frequent routine inspections of public playgrounds is included at Appendix A. This is intended to address only general maintenance concerns. Detailed inspections should give special attention to moving parts and other parts that can be expected to wear. Maintenance inspections should be carried out in a systematic manner by personnel familiar with the playground, such as maintenance workers, playground supervisors, etc.

4.2 Repairs

Inspections alone do not constitute a comprehensive maintenance program. Any problems found during the inspection should be noted and fixed as soon as possible.

- All repairs and replacements of equipment parts should be completed following the manufacturer's instructions.
- User modifications, such as loose-ended ropes tied to elevated parts, should be removed immediately.
- For each piece of equipment, the frequency of thorough inspections will depend on the type and age of equipment, the amount of use, and the local climate.

- Consult the manufacturer for maintenance schedules for each piece of equipment. Based on these schedules, a maintenance schedule for the entire playground can be created. This routine maintenance schedule should not replace regular inspections.

4.3 Maintaining Loose-Fill Surfacing

Loose-fill surfacing materials require special maintenance. High-use public playgrounds, such as child care centers and schools, should be checked frequently to ensure surfacing has not displaced significantly, particularly in areas of the playground most subject to displacement (e.g., under swings and slide exits). This can be facilitated by marking ideal surfacing depths on equipment posts. Displaced loose-fill
surfacing should be raked back into proper place so that a constant depth is maintained throughout the playground. Impact attenuating mats placed in high traffic areas, such as under swings and at slide exits, can significantly reduce displacement. They should be installed below or level with surfacing so as not to be a tripping hazard.

The following are key points to look for during regular checks of surfacing:

- Areas under swings and at slide exits. Activity in these areas tends to displace surfacing quickly. Rake loose-fill back into place.
- Pooling water on mulch surfacing. For example, wet mulch compacts faster than dry, fluffy mulch. If puddles are noticed regularly, consider addressing larger drainage issues.
- Frozen surfacing. Most loose-fill surfacing that freezes solid no longer functions as protective surfacing. Even if the first few inches may be loose, the base layer may be frozen and the impact attenuation of the surfacing may be significantly reduced. It is recommended that children not play on the equipment under these conditions.

4.4 Recordkeeping

Records of all maintenance inspections and repairs should be retained, including the manufacturer's maintenance instructions and any checklists used. When any inspection is performed, the person performing it should sign and date the form used. A record of any accident and injury reported to have occurred on the playground should also be retained. This will help identify potential hazards or dangerous design features that should be corrected.
5. PARTS OF THE PLAYGROUND

5.1 Platforms, Guardrails and Protective Barriers

5.1.1 Platforms

- Platforms should be generally flat (i.e., within $\pm 2^\circ$ of horizontal).
- Openings in platforms should be provided to allow for drainage.
- Platforms should minimize the collection of debris.
- Platforms intended for toddlers should be no more than 32 inches from the ground.

5.1.2 Stepped platforms

On some composite structures, platforms are layered or tiered so that a child may access the higher platform without steps or ladders. Unless there is an alternate means of access/egress, the maximum difference in height between stepped platforms should be:

- Toddlers: 7 inches.
- Preschool-age: 12 inches.
- School-age: 18 inches.

An access component (such as a rung) is needed if the difference in height is more than 12 inches for preschool-age and 18 inches for school-age children.

The space between the stepped platforms should follow the recommendations to minimize entrapment hazards in enclosed openings:

- Toddlers: if the space is less than 7 inches, infill should be used to reduce the space to less than 3.0 inches.
- Preschool-age: if the space exceeds 9 inches and the height of the lower platform above the protective surface exceeds 30 inches, infill should be used to reduce the space to less than 3.5 inches.
- School-age: if the space exceeds 9 inches and the height of the lower platform above the protective surface exceeds 48 inches, infill should be used to reduce the space to less than 3.5 inches.

5.1.2.1 Fall height

- The fall height of a platform is the distance between the top of the platform and the protective surfacing beneath it.

5.1.3 Guardrails and protective barriers

Guardrails and protective barriers are used to minimize the likelihood of accidental falls from elevated platforms. Protective barriers provide greater protection than guardrails and should be designed to discourage children from climbing over or through the barrier. Guardrails and barriers should:

- Completely surround any elevated platform.
- Except for entrance and exit openings, the maximum clearance opening without a top horizontal guardrail should be 15 inches.
- Prevent unintentional falls from the platform.
- Prevent the possibility of entrapment.
- Facilitate supervision.

For example:

- Guardrails may have a horizontal top rail with infill consisting of vertical bars having openings that are greater than 9 inches. These openings do not present an entrapment hazard but do not prevent a child from climbing through the openings.

- A barrier should minimize the likelihood of passage of a child during deliberate attempts to defeat the barrier. Any openings between uprights or between the platform surface and lower edge of a protective barrier should prevent passage of the small torso template (see test in B.2.5).

Guardrails or protective barriers should be provided on elevated platforms, walkways, landings, stairways, and transitional surfaces. In general, the younger the child, the less coordination and balance they have, therefore the more vulnerable they are to unintentional falls. Toddlers are the most vulnerable, and equipment intended for this age should use barriers on all elevated walking surfaces above 18 inches. Physical skills develop further in preschool-age children and then more with school-age children; therefore, minimum elevation recommendations for guardrails and barriers increase with each age group.
Guardrails and barriers should be high enough to prevent the tallest children from falling over the top. For guardrails, the lower edge should be low enough so that the smallest children cannot walk under it. Barriers should be low enough to prevent the smallest child from getting under the barrier in any way. This is generally done by designing the barrier so that the small torso probe (see test methods in Appendix B) cannot pass under or through the barrier. Vertical infill for protective barriers may be preferable for younger children because the vertical components can be grasped at whatever height a child chooses as a handhold.

Guardrail and barrier recommendations are shown in Table 4. However, the recommendations do not apply if the guardrail or barrier would interfere with the intended use of the equipment, such as:

- Climbing equipment
- Platforms layered so that the fall height is:
  - Toddlers: 7 inches or less.
  - Preschool-age: 20 inches or less.
  - School-age: 30 inches or less.

### Table 4. Guardrails and Barriers

<table>
<thead>
<tr>
<th>Toddler</th>
<th>Guardrail</th>
<th>Barrier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Protections against accidental falls from platform</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Discourages climbing over</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Protects against climbing through</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Toddlers</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Top edge distance from platform</td>
</tr>
<tr>
<td>B Bottom edge distance from platform</td>
</tr>
<tr>
<td>H Recommended when platform fall height is:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Preschool-age</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Top edge distance from platform</td>
</tr>
<tr>
<td>B Bottom edge distance from platform</td>
</tr>
<tr>
<td>H Recommended when platform fall height is:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>School-age</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Top edge distance from platform</td>
</tr>
<tr>
<td>B Bottom edge distance from platform</td>
</tr>
<tr>
<td>H Recommended when platform fall height is:</td>
</tr>
</tbody>
</table>
6.2 Access Methods to Play Equipment

Access to playground equipment can take many forms, such as conventional ramps, stairways with steps, and ladders with steps or rungs. Access may also be by means of climbing components, such as arch climbers, climbing nets, and tire climbers (see Figure 6).

As children develop, they gain better balance and coordination, so it is important to pick appropriate access methods based on the age group. Table 5 shows the most common methods of access and the youngest appropriate age group.

Access to platforms over 6 feet high (except for free-standing slides) should provide an intermediate standing surface so that the child can pause and make a decision to keep going up or find another way down. Children generally master access before egress, that is, they can go up before they can get back down a difficult component. Therefore, if there are more difficult access methods, it is important to have easier components for egress.

Table 5. Methods of access and egress

<table>
<thead>
<tr>
<th>Method of Access</th>
<th>Challenge Level</th>
<th>Appropriate for</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ramps</td>
<td>Easiest</td>
<td>Toddlers +</td>
</tr>
<tr>
<td>Straight stairways</td>
<td>Easy</td>
<td>Toddlers +</td>
</tr>
<tr>
<td>Spiral stairways</td>
<td>Moderate</td>
<td>Toddlers* +</td>
</tr>
<tr>
<td>Step ladders</td>
<td>Moderate</td>
<td>15 months* +</td>
</tr>
<tr>
<td>Rung ladders</td>
<td>Moderate</td>
<td>Preschool* +</td>
</tr>
<tr>
<td>Arch climbers</td>
<td>Difficult</td>
<td>Preschool* +</td>
</tr>
<tr>
<td>Flexible climbers</td>
<td>Difficult</td>
<td>Preschool* +</td>
</tr>
</tbody>
</table>

* only if an easy egress method is also provided
5.2.1 Ramps, stairways, rung ladders, and step ladders

Ramps, stairways, rung ladders, and step ladders each have different recommendations for slope and tread dimension, but the steps or rungs always should be evenly spaced - even the spacing between the top step or rung and the surface of the platform. Table 6 contains recommended dimensions for: access slope; tread or rung width; tread depth; rung diameter; and vertical rise for rung ladders, step ladders, and stairways. Table 6 also contains slope and width recommendations for ramps. However, these recommendations are not intended to address ramps designed for access by wheelchairs.

- Openings between steps or rungs and between the top step or rung and underside of a platform should prevent entrapment.
- When risers are closed, treads on stairways and ladders should prevent the accumulation of sand, water, or other materials on or between steps.
- Climbing equipment should allow children to descend as easily as they ascend. One way of implementing this recommendation is to provide an easier, alternate means of descent, such as another mode of egress, a platform, or another piece of equipment. For example, a stairway can be added to provide a less challenging mode of descent than a vertical rung ladder or flexible climbing device (see Table 5).
- For toddlers and preschool-age children, offering an easy way out is particularly important since their ability to descend climbing components develops later than their ability to climb up the same components.

### Table 6. Recommended dimensions for access ladders, stairs, and ramps*

<table>
<thead>
<tr>
<th>Type of Access</th>
<th>Toddler</th>
<th>Preschool-age</th>
<th>School-age</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ramps (not intended to meet ADA/ABA specifications)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slope (vertical:horizontal)</td>
<td>≤ 1:8</td>
<td>≤ 1:8</td>
<td>≤ 1:8</td>
</tr>
<tr>
<td>Width (single)</td>
<td>≥ 19&quot;</td>
<td>≥ 12&quot;</td>
<td>≥ 16&quot;</td>
</tr>
<tr>
<td>Width (double)</td>
<td>≥ 30&quot;</td>
<td>≥ 30&quot;</td>
<td>≥ 36&quot;</td>
</tr>
<tr>
<td><strong>Stairways</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slope</td>
<td>≤ 35°</td>
<td>&lt; 50°</td>
<td>&lt; 50°</td>
</tr>
<tr>
<td>Tread width (single)</td>
<td>12-21&quot;</td>
<td>≥ 12&quot;</td>
<td>≥ 16&quot;</td>
</tr>
<tr>
<td>Tread width (double)</td>
<td>≥ 30&quot;</td>
<td>≥ 30&quot;</td>
<td>≥ 36&quot;</td>
</tr>
<tr>
<td>Tread depth (open riser)</td>
<td>Not appropriate</td>
<td>≥ 7&quot;</td>
<td>≥ 8&quot;</td>
</tr>
<tr>
<td>Tread depth (closed riser)</td>
<td>≥ 8&quot;</td>
<td>≥ 7&quot;</td>
<td>≥ 8&quot;</td>
</tr>
<tr>
<td>Vertical rise</td>
<td>≤ 7&quot;</td>
<td>≤ 9&quot;</td>
<td>≤ 12&quot;</td>
</tr>
<tr>
<td><strong>Step ladders</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slope</td>
<td>35≤55°</td>
<td>50-75°</td>
<td>50-75°</td>
</tr>
<tr>
<td>Tread width (single)</td>
<td>12-21&quot;</td>
<td>12-21&quot;</td>
<td>≥ 16&quot;</td>
</tr>
<tr>
<td>Tread width (double)</td>
<td>Not appropriate</td>
<td>Not appropriate</td>
<td>≥ 36&quot;</td>
</tr>
<tr>
<td>Tread depth (open riser)</td>
<td>Not appropriate</td>
<td>≥ 7&quot;</td>
<td>≥ 3&quot;</td>
</tr>
<tr>
<td>Tread depth (closed riser)</td>
<td>8&quot;</td>
<td>≥ 7&quot;</td>
<td>≥ 6&quot;</td>
</tr>
<tr>
<td>Vertical rise</td>
<td>&gt; 5&quot; and ≤ 7&quot;</td>
<td>≤ 9&quot;</td>
<td>≤ 12&quot;</td>
</tr>
<tr>
<td><strong>Rung ladders</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Slope</td>
<td>Not appropriate</td>
<td>75-90°</td>
<td>75-90°</td>
</tr>
<tr>
<td>Rung width</td>
<td>Not appropriate</td>
<td>≥ 12&quot;</td>
<td>≥ 16&quot;</td>
</tr>
<tr>
<td>Vertical rise</td>
<td>Not appropriate</td>
<td>≤ 12&quot;</td>
<td>≤ 12&quot;</td>
</tr>
<tr>
<td>Rung diameter</td>
<td>Not appropriate</td>
<td>0.95-1.55&quot;</td>
<td>0.95-1.55&quot;</td>
</tr>
</tbody>
</table>

* entrapment recommendations apply to all openings in access components
5.2.2 Rungs and other hand gripping components

Unlike steps of stairways and step ladders that are primarily for foot support, rungs can be used for both foot and hand support.

- Rungs with round shapes are easiest for children to grip.
- All hand grips should be secured in a manner that prevents them from turning.
- Toddlers:
  - Handrails or other means of hand support should have a diameter or maximum cross-section between 0.60 and 1.20 inches.
  - A diameter or maximum cross-section of 0.90 inches is preferred to achieve maximal grip strength and benefit the weakest children.
- Preschool- and school-age:
  - Rungs, handrails, climbing bars, or other means of hand support intended for holding should have a diameter or maximum cross-section between 0.95 and 1.55 inches.
  - A diameter or maximum cross-section of 1.25 inches is preferred to achieve maximal grip strength and benefit the weakest children.

5.2.3 Handrails

Handrails on stairways and step ladders are intended to provide hand support and to steady the user. Continuous handrails extending over the full length of the access should be provided on both sides of all stairways and step ladders, regardless of the height of the access. Rung ladders do not require handrails since rungs or side supports provide hand support on these more steeply inclined accesses.

5.2.3.1 Handrail height

Handrails should be available for use at the appropriate height, beginning with the first step. The vertical distance between the top front edge of a step or ramp surface and the top surface of the handrail above it should be as follows:

- Toddlers: between 15 and 20 inches.
- Preschool-age: between 22 and 26 inches.
- School-age: between 22 and 38 inches.

5.2.4 Transition from access to platform

Handrails or handholds are recommended at all transition points (the point where the child must move from the access component to the play structure platform).

- The handhold should provide support from the access component until the child has fully achieved the desired posture on the platform.
- Any opening between a handrail and an adjacent vertical structure (e.g., vertical support post for a platform or vertical slat of a protective barrier) should not pose an entrapment hazard.
- Access methods that do not have handrails, such as rung ladders, flexible climbers, arch climbers, and tire climbers, should provide hand supports for the transition between the top of the access and the platform.

5.3 Major Types of Playground Equipment

5.3.1 Balance beams

- Balance beams should be no higher than:
  - Toddlers: not recommended.
  - Preschool-age: 12 inches.
  - School-age: 16 inches.

5.3.1.1 Fall height

The fall height of a balance beam is the distance between the top of the walking surface and the protective surfacing beneath it.

5.3.2 Climbing and upper body equipment

Climbing equipment is generally designed to present a greater degree of physical challenge than other equipment on public playgrounds. This type of equipment requires the use of the hands to navigate up or across the equipment. "Climbers" refers to a wide variety of equipment, such as but not limited to:

- Arch climbers
- Dome climbers
- Flexible climbers (usually chain or net)
- Parallel bars
- Sliding poles
• Spiral climbers
• Upper body equipment (horizontal overhead ladders, overhead rings, track ride).

School-age children tend to use climbing and upper body equipment more frequently and more proficiently than preschool children. Young preschool children may have difficulty using some climbers because they have not yet developed some of the physical skills necessary for certain climbing activities (balance, coordination, and upper body strength). Older preschool children (i.e., 4- and 5-year-olds) are beginning to use flexible climbers, arch climbers, and upper body devices.

5.3.2.1 Design considerations

5.3.2.1.1 Layout of climbing components

When climbing components are part of a composite structure, their level of challenge and method of use should be compatible with the traffic flow from nearby components. Upper body devices should be placed so that the swinging movement generated by children on this equipment cannot interfere with the movement of children on adjacent structures, particularly children descending on slides. The design of adjacent play structures should not facilitate climbing to the top support bars of upper body equipment.

5.3.2.1.2 Fall Height

Climbers:

• Unless otherwise specified in this section, the fall height for climbers is the distance between the highest part of the climbing component and the protective surfacing beneath it.

• If the climber is part of a composite structure, the fall height is the distance between the highest part of the climber intended for foot support and the protective surfacing beneath it.

  - Toddlers: The maximum fall height for free standing and composite climbing structures should be 32 inches.

Upper Body Equipment:

• The fall height of upper body equipment is the distance between the highest part of the equipment and the protective surface below.

5.3.2.1.3 Climbing rungs

Some of the access methods discussed in §5.2 are also considered climbing devices; therefore, the recommendations for the size of climbing rungs are similar.
• Rungs should be generally round.

• All rungs should be secured in a manner that prevents them from turning.

• Climbing rungs should follow the same diameter recommendations as in §5.2.2.

5.3.2.1.4 Use zone

• The use zone should extend a minimum of 6 feet in all directions from the perimeter of the stand alone climber. See Figure 8.

• The use zone of a climber may overlap with neighboring equipment if the other piece of equipment allows overlapping use zones and
  - There is at least 6 feet between equipment when adjacent designated play surfaces are no more than 30 inches high; or
  - There is at least 9 feet between equipment when adjacent designated play surfaces are more than 30 inches high.

5.3.2.1.5 Other considerations

• Climbers should not have climbing bars or other rigid structural components in the interior of the climber onto which a child may fall from a height of greater than 18 inches. See Figure 9 for an example of a climber that DOES NOT follow this consideration.
5.3.2.2 Arch climbers

Arch climbers consist of rungs attached to convex side supports. They may be free standing (Figure 10) or be provided as a more challenging means of access to other equipment (Figure 11).

- Arch climbers should not be used as the sole means of access to other equipment for preschoolers.
- Free standing arch climbers are not recommended for toddlers or preschool-age children.
- The rung diameter and spacing of rungs on arch climbers should follow the recommendations for rung ladders in Table 6.

5.3.2.3 Flexible climbers

Flexible climbers use a grid of ropes, chains, cables, or tires for climbing. Since the flexible parts do not provide a steady means of support, flexible climbers require more advanced balance abilities than rigid climbers.

Rope, chain, and cable generally form a net-like structure that may be either two or three dimensional. See Figure 12. Tire climbers may have the tires secured tread-to-tread to form a sloping grid, or the tires may be suspended individually by chains or other means.

- Flexible climbers that provide access to platforms should be securely anchored at both ends.
- When connected to the ground, the anchoring devices should be installed below ground level and beneath the base of the protective surfacing material.
- Connections between ropes, cables, chains, or between tires should be securely fixed.
- Flexible climbers are not recommended as the sole means of access to equipment intended for toddlers and preschool-age children.
- Free-standing flexible climbers are not recommended on playgrounds intended for toddlers and preschool children.
- Spacing between the horizontal and vertical components of a climbing grid should not form entrapment hazards.
- The perimeter of any opening in a net structure should be less than 17 inches or greater than 28 inches (see Figure 13).
5.3.2.4 Horizontal (overhead) ladders

Horizontal (overhead) ladders are a type of climber designed to build upper body strength. They are designed to allow children to move across the ladder from end to end using only their hands.

Four-year-olds are generally the youngest children able to use upper body devices like these; therefore, horizontal ladders should not be used on playgrounds intended for toddlers and 3-year-olds. The recommendations below are designed to accommodate children ages 4 through 12 years.

- The first handhold on either end of upper body equipment should not be placed directly above the platform or climbing rung used for mount or dismount. This minimizes the risk of children impacting rigid access structures if they fall from the first handhold during mount or dismount.

- The horizontal distance out to the first handhold should be:
  - No greater than 10 inches but not directly above the platform when access is from a platform.
  - At least 8 inches but no greater than 10 inches when access is from climbing rungs.

- The space between adjacent rungs of overhead ladders should be greater than 9 inches to prevent entrapment.

- Horizontal ladders intended for preschool-age children should have rungs that are parallel to one another and evenly spaced.

- The maximum height of a horizontal ladder (i.e., measured from the center of the grasping device to the top of the protective surfacing below) should be:
  - Preschool-age (4 and 5 years): no more than 60 inches.
  - School-age: no more than 84 inches.

- The center-to-center spacing of horizontal ladder rungs should be as follows:
  - Preschool-age (4 and 5 years): no more than 12 inches.
  - School-age: no more than 15 inches.

- The maximum height of the take-off/landing platform above the protective surfacing should be:
  - Preschool-age (4 and 5 years): no more than 18 inches.
  - School-age: no more than 36 inches.
5.3.2.5 Overhead rings

Overhead rings are similar to horizontal ladders in terms of the complexity of use. Therefore, overhead rings should not be used on playgrounds intended for toddlers and 3-year-olds. The recommendations below are designed to accommodate children 4 through 12 years of age.

Overhead rings differ from horizontal ladders because, during use, the gripped ring swings through an arc and reduces the distance to the gripping surface of the next ring; therefore, the spacing distance recommendations for horizontal ladders do not apply.

- The first handhold on either end of upper body equipment should not be placed directly above the platform or climbing ring used for mount or dismount. This minimizes the risk of children hitting rigid access structures if they fall from the first handhold during mount or dismount.
- The horizontal distance out to the first handhold should be:
  - No greater than 10 inches but not directly above the platform when access is from a platform.
  - At least 8 inches but no greater than 10 inches when access is from climbing rings.
- The maximum height of overhead rings measured from the center of the grasping device to the protective surfacing should be:
  - Preschool-age (4 and 5 years): 60 inches.
  - School-age: 84 inches.
- If overhead swinging rings are suspended by chains, the maximum length of the chains should be 7 inches.
- The maximum height of the take-off/landing platform above the protective surfacing should be:
  - Preschool-age (4 and 5 years): no more than 18 inches.
  - School-age: no more than 36 inches.

5.3.2.6 Sliding poles

Vertical sliding poles are more challenging than some other types of climbing equipment. They require upper body strength and coordination to successfully slide down the pole. Unlike other egress methods, there is no reverse or stop, so a child cannot change his or her mind. Children who start a sliding pole must have the strength to slide the whole way or they will fall.

- Sliding poles are not recommended for toddlers or preschool-age children since they generally don’t have the upper body and/or hand strength to slide.
- Sliding poles should be continuous with no protruding welds or seams along the sliding surface.
- The pole should not change direction along the sliding portion.
- The horizontal distance between a sliding pole and any structure used for access to the sliding pole should be between 18 inches and 20 inches.
- The pole should extend at least 60 inches above the level of the platform or structure used for access to the sliding pole.
- The diameter of sliding poles should be no greater than 1.9 inches.
- Sliding poles and their access structures should be located so that traffic from other events will not interfere with the users during descent.
- Upper access should be on one level only.
- The upper access area through the guardrail or barrier should be 15 inches wide at most.

5.3.2.6.1 Fall height

- For sliding poles accessed from platforms, the fall height is the distance between the platform and the protective surfacing beneath it.
- For sliding poles not accessed from platforms, the fall height is the distance between a point 60 inches below the highest point of the pole and the protective surfacing beneath it.
- The top of the sliding pole’s support structure should not be a designated play surface.

5.3.2.7 Track rides

Track rides are a form of upper body equipment where the child holds on to a handle or other device that slides along a track above his or her head. The child then lifts his or her feet and is carried along the length of the track. Track rides require significant upper body strength and the judgment to know when it is safe to let go. These are skills not developed until children are at least school-age; therefore, CPSC staff recommends:

- Track rides should not be used on playgrounds for toddlers and preschool-age children.
- Track rides should not have any obstacles along the path of the ride, including anything that would interfere in the take-off or landing areas.
• Two track rides next to each other should be at least 4 feet apart.
• The handle should be between 64 inches and 78 inches from the surfacing and follow the gripping recommendations in §5.2.2.
• Nothing should ever be tied or attached to any moving part of a track ride.
• Rolling parts should be enclosed to prevent crush hazards.

5.3.2.7.1 Fall height
• The fall height of track ride equipment is the distance between the maximum height of the equipment and the protective surface beneath it.
• Equipment support posts with no designated play surfaces are exempt from this requirement.

5.3.3 Log rolls
Log rolls help older children master balance skills and increase strength. Children must balance on top of the log as they spin it with their feet. See Figure 14.
• Log rolls are not recommended for toddlers and preschool-age children. These children generally do not possess the balance, coordination, and strength to use a log roll safely.
• Log rolls should have handholds to assist with balance.
• The handholds should follow the guidelines in §5.2.2.
• The highest point of the rolling log should be a maximum of 18 inches above the protective surface below.
• When not part of a composite structure, the use zone may overlap with neighboring equipment if the other piece of equipment allows overlapping use zones (see §5.3.9) and
  – There is at least 6 feet between equipment when adjacent designated play surfaces are no more than 30 inches high; or
  – There is at least 9 feet between equipment when adjacent designated play surfaces are more than 30 inches high.

5.3.3.1.1 Fall height
The fall height of a log roll is the distance between the highest portion of the rolling log and the protective surfacing beneath it.

5.3.4 Merry-go-rounds
Merry-go-rounds are the most common rotating equipment found on public playgrounds. Children usually sit or stand on the platform while other children or adults push the merry-go-round to make it rotate. In addition, children often get on and off the merry-go-round while it is in motion. Merry-go-rounds may present a physical hazard to preschool-age children who have little or no control over such products once they are in motion. Therefore, children in this age group should always be supervised when using merry-go-rounds.

The following recommendations apply when the merry-go-round is at least 20 inches in diameter.
• Merry-go-rounds should not be used on playgrounds intended for toddlers.
• The standing/sitting surface of the platform should have a maximum height of:
  – Preschool: 14 inches above the protective surface.
  – School-age: 18 inches above the protective surface.
• The rotating platform should be continuous and approximately circular.
• The surface of the platform should not have any openings between the axis and the periphery that permit a rod having a diameter of 5/16 inch to penetrate completely through the surface.
• The difference between the minimum and maximum radii of a non-circular platform should not exceed 2.0 inches (Figure 15).

![Diagram of Octagonal Platform with Dimensions](image)

\[
A = \text{Axis of Rotation} \\
AB = \text{Minimum Radius} \\
AC = \text{Maximum Radius}
\]

The difference between dimensions AC and AB should not exceed 2.0 inches.

**Figure 15. Minimum and maximum radii of a merry-go-round platform**

• The underside of the perimeter of the platform should be no less than 9 inches above the level of the protective surfacing beneath it.

• There should not be any accessible shearing or crushing mechanisms in the undercarriage of the equipment.

• Children should be provided with a secure means of holding on. Where handgrips are provided, they should conform to the general recommendations for hand gripping components in §5.2.2.

• No components of the apparatus, including handgrips, should extend beyond the perimeter of the platform.

• The rotating platform of a merry-go-round should not have any sharp edges.

• A means should be provided to limit the peripheral speed of rotation to a maximum of 13 ft/sec.

• Merry-go-round platforms should not have any up and down (oscillatory) motion.

**5.3.4.1 Use zone**

• The use zone should extend a minimum of 6 feet beyond the perimeter of the platform.

• The use zone may not overlap other use zones, unless the rotating equipment is less than 20 inches in diameter and the adjacent equipment allows overlap.

**5.3.4.2 Fall height**

The fall height for a merry-go-round is the distance between the perimeter of the platform where a child could sit or stand and the protective surfacing beneath it.

**5.3.5 Seesaws**

**5.3.5.1 Fulcrum seesaws**

The typical seesaw (also known as a "teeter totter") consists of a board or pole with a seat at each end supported at the center by a fulcrum. See Figure 16. Because of the complex way children are required to cooperate and combine their actions, fulcrum seesaws are not recommended for toddlers or preschool-age children.

![Typical Fulcrum Seesaw](image)

• The fulcrum should not present a crush hazard.

• Partial car tires, or some other shock-absorbing material, should be embedded in the ground underneath the seats, or secured on the underside of the seats. This will help prevent limbs from being crushed between the seat and the ground, as well as cushion the impact.

• The maximum attainable angle between a line connecting the seats and the horizontal is 25°.

• There should not be any footrests.

**5.3.5.2 Spring-centered seesaws**

Preschool-age children are capable of using spring-centered seesaws because the centering device prevents abrupt contact with the ground if one child dismounts suddenly. Spring-centered seesaws also have the advantage of not requiring two children to coordinate their actions in order to play safely. Spring-centered seesaws should follow the recommendations for spring rockers including the use of footrests (§5.3.7).
5.3.5.3 Use zone for fulcrum and spring centered seesaws

- The use zone should extend a minimum of 6 feet from each outside edge of the seesaw.
- The use zone may overlap with neighboring equipment if the other piece of equipment allows overlapping use zones and
  - There is at least 6 feet between equipment when adjacent designated play surfaces are no more than 30 inches high; or
  - There is at least 9 feet between equipment when adjacent designated play surfaces are more than 30 inches high.

5.3.5.4 Handholds

- Handholds should be provided at each seating position for gripping with both hands and should not turn when grasped.
- Handholds should not protrude beyond the sides of the seat.

5.3.5.5 Fall height

The fall height for a seesaw is the distance between the highest point any part of the seesaw can reach and the protective surfacing beneath it.

5.3.6 Slides

Children can be expected to descend slide chutes in many different positions, rather than always sitting and facing forward as they slide. These other positions should be discouraged at all times to minimize injuries.

Slides may provide a straight, wavy, or spiral descent either by means of a tube or an open slide chute. They may be either free-standing (Figure 17), part of a composite structure, or built on the grade of a natural or man-made slope (embankment slide). Regardless of the type of slide, avoid using bare metals on the platforms, chutes, and steps. When exposed to direct sunlight, the bare metal may reach temperatures high enough to cause serious contact burn injuries in a matter of seconds. Provide shade for bare metal slides or use other materials that may reduce the surface temperature such as, but not limited to, plastic or coated metal.

5.3.6.1 Slide access

Access to a stand-alone slide generally is by means of a ladder with rungs, steps, or a stairway with steps. Slides may also be part of a composite play structure, so children will gain access from other parts of the structure. Embankment slides use the ground for access.

![Figure 17. Typical Free-Standing Straight Slide](image-url)
5.3.6.2 Slide platform

All slides should be provided with a platform with sufficient length to facilitate the transition from standing to sitting at the top of the inclined sliding surface. Embankment slides are exempt from platform requirements because they are on ground level; however, they should not have any spaces or gaps as noted below.

The platform should:

- Be at least 19 inches deep for toddlers.
- Be at least 14 inches deep for preschool-age and school-age children.
- Be horizontal.
- Be at least as wide as the slide chute.
- Be surrounded by guardrails or barriers.
- Conform to the same recommendations as general platforms given in §5.1.1.
- Not have any spaces or gaps that could trap strings, clothing, body parts, etc. between the platform and the start of the slide chute.
- Provide handholds to facilitate the transition from standing to sitting and decrease the risk of falls (except tube slides where the tube perimeter provides hand support). These should extend high enough to provide hand support for the largest child in a standing position, and low enough to provide hand support for the smallest child in a sitting position.
- Provide a means to channel a user into a sitting position at the entrance to the chute, such as a guardrail, hood, or other device that discourages climbing.

5.3.6.3 Slide chutes

5.3.6.3.1 Embankment slides

- The slide chute of an embankment slide should have a maximum height of 12 inches above the underlying ground surface. This design basically eliminates the hazard of falls from elevated heights.
- Embankment slides should follow all of the recommendations given for straight slides where applicable (e.g., side height, slope, use zone at exit, etc.).
- There should be some means provided at the slide chute entrance to minimize the use of embankment slides by children on skates, skateboards, or bicycles.

5.3.6.3.2 Roller slides

- Roller slides should meet applicable recommendations for other slides (e.g., side height, slope, use zone at exit, etc.).
- The space between adjacent rollers and between the ends of the rollers and the stationary structure should be less than 3/16 inch.
- Frequent inspections are recommended to insure that there are no missing rollers or broken bearings and that the rollers roll.

5.3.6.3.3 Spiral slides

- Spiral slides should follow the recommendations for straight slides where applicable (e.g., side height, slope, use zone at exit, etc.).
- Special attention should be given to design features which may present problems unique to spiral slides, such as lateral discharge of the user.
- Toddlers and preschool-age children have less ability to maintain balance and postural control, so only short spiral slides (one 360° turn or less) are recommended for these age groups.

5.3.6.3.4 Straight slides

- Flat open chutes should have sides at least 4 inches high extending along both sides of the chute for the entire length of the inclined sliding surface.
- The sides should be an integral part of the chute, without any gaps between the sides and the sliding surface. (This does not apply to roller slides).
- Slides may have an open chute with a circular, semicircular or curved cross section provided that:
  A. The vertical height of the sides is no less than 4 inches when measured at right angles to a horizontal line that is 8 inches long when the slide is intended for toddlers, 12 inches long when the slide is intended for preschool-age children, and 16 inches long when the slide is intended for school-age children (Figure 18); or
  B. For any age group, the vertical height of the sides is no less than 4 inches minus two times the width of the slide chute divided by the radius of the slide chute curvature (Figure 19).
Figure 18. Minimum Side Height for Slide with Circular Cross Section

Figure 19. Formula for Minimum Vertical Side Height for Slide with Curved Chute

\[ H = 4 - 2 \times \text{Slide Chute Width} \]

\[ \text{Slide Chute Radius} \]
For toddlers:
- The average incline of a slide chute should be no more than 24° (that is, the height to horizontal length ratio shown in Figure 20 does not exceed 0.445).
- No section of the slide chute should have a slope greater than 30°.
- The slide chute should be between 8 and 12 inches wide.

For preschool- and school-age children:
- The average incline of a slide chute should be no more than 30° (that is, the height to horizontal length ratio shown in Figure 20 does not exceed 0.577).
- No section of the slide chute should have a slope greater than 50°.

5.3.6.3.5 Tube slides
- Tube slides should meet all the applicable recommendations for other slides (e.g., side height, slope, use zone at exit, etc.).
- Means, such as barriers or textured surfaces, should be provided to prevent sliding or climbing on the top (outside) of the tube.
- The minimum internal diameter of the tube should be no less than 23 inches.
- Supervisors should be aware of children using tube slides since the children are not always visible.

5.3.6.4 Chute exit region
All slides should have an exit region to help children maintain their balance and facilitate a smooth transition from sitting to standing when exiting. The chute exit region should:
- Be between 0 and 4° as measured from a plane parallel to the ground.
- Have edges that are rounded or curved to prevent lacerations or other injuries that could result from impact with a sharp or straight edge.
- For toddlers the chute exit region should:
  - Be between 7 and 10 inches long if any portion of the chute exceeds a 24° slope.
  - Be no more than 6 inches above the protective surfacing.
  - Have a transition from the sliding portion to the exit region with a radius of curvature of at least 18 inches.
- For preschool- and school-age the chute exit region should:
  - Be at least 11 inches long.
  - Be no more than 11 inches above the protective surfacing if the slide is no greater than 4 feet high.
  - Be at least 7 inches but not more than 15 inches above the protective surfacing if the slide is over 4 feet high.
5.3.6.5 Slide use zone

**Toddlers:**

- In a limited access environment
  - The use zone should be at least 3 feet around the perimeter of the slide.
  - The area at the end of the slide should not overlap with the use zone for any other equipment.
- In public areas with unlimited access
  - For a stand-alone slide, the use zone should be at least 6 feet around the perimeter.
  - For slides that are part of a composite structure, the minimum use zone between the access components and the side of the slide chute should be 3 feet.
  - The use zone at the end of the slide should be at least 6 feet from the end of the slide and not overlap with the use zone for any other equipment.

**Preschool- and school-age (see Figure 21):**

- The use zone in front of the access and to the sides of a slide should extend a minimum of 6 feet from the perimeter of the equipment. This recommendation does not apply to embankment slides or slides that are part of a composite structure (see §5.3.9).
- The use zone in front of the exit of a slide should never overlap the use zone of any other equipment; however, two or more slide use zones may overlap if their sliding paths are parallel.
- For slides less than or equal to 6 feet high, the use zone in front of the exit should be at least 6 feet.
- For slides greater than 6 feet high, the use zone in front of the exit should be at least as long as the slide is high up to a maximum of 8 feet.

5.3.6.6 Fall height

The fall height for slides is the distance between the transition platform and the protective surfacing beneath it.

5.3.6.7 Entanglement hazard

Children have suffered serious injuries and died by getting parts of their clothing tangled on protrusions or gaps on slides.

To reduce the chance of clothing entanglement:

- Projections up to 3 inches in diameter should not stick up more than 1/8 inch from the slide.
- There should be no gaps at the tops of slides where the slide chute connects with the platform that can entangle clothing or strings.
- See Appendix B for full recommendations and details of the protrusion test procedure.

5.3.6.8 Other sliding equipment

Equipment where it is foreseeable that a primary use of the component is sliding should follow the same guidelines for entanglement that are in 5.3.6.7.

5.3.7 Spring rockers

Toddlers and preschool-age children enjoy the bouncing and rocking activities presented by spring rockers, and they are the primary users of rocking equipment. See Figure 22. Older children may not find it challenging enough.

- Seat design should not allow the rocker to be used by more than the intended number of users.
- For toddlers:
  - The seat should be between 12 and 16 inches high.
  - Spring rockers with opposing seats intended for more than one child should have at least 37 inches between the seat centers.

- For preschoolers:
  - The seat should be between 14 and 28 inches high.

- Each seating position should be equipped with handgrips and footrests. The diameter of handgrips should follow the recommendations for hand gripping components in §5.2.2.

- The springs of rocking equipment should minimize the possibility of children crushing their hands or their feet between coils or between the spring and a part of the rocker.

- The use zone should extend a minimum of 6 feet from the “at rest” perimeter of the equipment.

- The use zone may overlap with neighboring equipment if the other piece of equipment allows overlapping use zones and
  - There is at least 6 feet between equipment when adjacent designated play surfaces are no more than 30 inches high; and
  - The spring rocker is designed to be used from a seated position.

### 5.3.7.1 Fall height

The fall height of spring rockers is the distance between either (1) the highest designated playing surface or (2) the seat, whichever is higher, and the protective surfacing beneath it.

### 5.3.8 Swings

Children of all ages generally enjoy the sensations created while swinging. Mostly they sit on the swings; however, it is common to see children jumping off swings. Younger children also tend to swing on their stomachs, and older children may stand on the seats. To prevent injuries, these behaviors should be discouraged.

Swings may be divided into two distinct types:

- **Single axis**: Sometimes called a to-fro swing. A single-axis swing is intended to swing back and forth in a single plane and generally consists of a seat supported by at least two suspending members, each of which is connected to a separate pivot on an overhead structure.

- **Multi-axis**: A multi-axis swing consists of a seat (generally a tire) suspended from a single pivot that permits it to swing in any direction.

#### 5.3.8.1 General swing recommendations

- Hardware used to secure the suspending elements to the swing seat and to the supporting structure should not be removable without the use of tools.

- S-hooks are often part of a swing’s suspension system, either attaching the suspending elements to the overhead support bar or to the swing seat. Open S-hooks can catch a child’s clothing and present a strangulation hazard. S-hooks should be pinched closed. An S-hook is considered closed if there is no gap or space greater than 0.04 inches (about the thickness of a dime).

- Swings should be suspended from support structures that discourage climbing.

- A-frame support structures should not have horizontal cross-bars.
Table 7. Minimum clearance dimensions for swings

<table>
<thead>
<tr>
<th>Reason</th>
<th>Dimension</th>
<th>Toddler Full bucket</th>
<th>Preschool-age Belt</th>
<th>School-age Belt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimizes collisions between a swing and the supporting structure</td>
<td>D1</td>
<td>20 inches</td>
<td>30 inches</td>
<td>30 inches</td>
</tr>
<tr>
<td>Minimizes collisions between swings</td>
<td>D2</td>
<td>20 inches</td>
<td>24 inches</td>
<td>24 inches</td>
</tr>
<tr>
<td>Allows access</td>
<td>D3</td>
<td>24 inches</td>
<td>12 inches</td>
<td>12 inches</td>
</tr>
<tr>
<td>Reduces side-to-side motion</td>
<td>D4</td>
<td>20 inches</td>
<td>20 inches</td>
<td>20 inches</td>
</tr>
</tbody>
</table>

- Fiber ropes are not recommended as a means of suspending swings since they may degrade over time.
- Swing structures should be located away from other equipment or activities to help prevent young children from inadvertently running into the path of moving swings. Additional protection can be provided by means of a low blockade such as a fence or hedge around the perimeter of the swing area. The blockade should not be an obstacle within the use zone of a swing structure or hamper supervision by blocking visibility.

5.3.8.2 Fall height
The fall height for swings is the vertical distance between the pivot point and the protective surfacing beneath it.

5.3.8.3 Single-axis swings
5.3.8.3.1 Belt seats used without adult assistance

- The use zone to the front and rear of single-axis swings should never overlap the use zone of another piece of equipment.
- To minimize the likelihood of children being struck by a moving swing, it is recommended that no more than two single-axis swings be hung in each bay of the supporting structure.
Swings should not be attached to composite structures.
Swing seats should be designed to accommodate no more than one user at any time.
Lightweight rubber or plastic swing seats are recommended to help reduce the severity of impact injuries. Wood or metal swing seats should be avoided.
Edges of seats should have smoothly finished or rounded edges and should conform to the protrusion recommendations in 5.3.8.5.
If loose-fill material is used as a protective surfacing, the height recommendations should be determined after the material has been compressed.

5.3.8.3.2 Full bucket seat swings
Full bucket seat swings are similar to single-axis swings since they move in a to-fro direction. However, full bucket seat swings are intended for children under 4 years of age to use with adult assistance.

- The seats and suspension systems of these swings, including the related hardware, should follow all of the criteria for conventional single axis swings.

- Full bucket seats are recommended to provide support on all sides of a child and between the legs of the occupant (see Figure 24).

- The full bucket seat materials should not present a strangulation hazard, such as might be presented with a rope or chain used as part of the seat.

- Openings in swing seats should conform to the entrapment criteria in §3.3.

- Full bucket seat swings should be suspended from structures that are separate from those for other swings, or at least suspended from a separate bay of the same structure.

- Full bucket seat swings should not allow the child to enter and exit alone.

- Pivot points should be more than 47 inches but no more than 96 inches above the protective surfacing.

5.3.8.3.3 Use zone for single-axis swings – belt and full bucket
The use zone in front of and behind the swing should be greater than to the sides of such a swing since children may deliberately attempt to exit from a single-axis swing while it is in motion. See Figure 25.

- The use zone for a belt swing should extend to the front and rear of a single-axis swing a minimum distance of twice the vertical distance from the pivot point and the top of the protective surface beneath it.

- The use zone for a full bucket swing should extend to the front and rear a minimum of twice the vertical distance from the top of the occupant’s sitting surface to the pivot point.

- The use zone in front of and behind swings should never overlap with any other use zone.

- The use zone to the sides of a single-axis swing should extend a minimum of 6 feet from the perimeter of the swing. This 6-foot zone may overlap that of an adjacent swing structure or other playground equipment structure.

5.3.8.4 Multi-axis (tire) swings
Tire swings are usually suspended in a horizontal orientation using three suspension chains or cables connected to a single swivel mechanism that permits both rotation and swinging motion in any axis.

- A multi-axis tire swing should not be suspended from a structure having other swings in the same bay.

- Attaching multi-axis swings to composite structures is not recommended.
To minimize the hazard of impact, heavy truck tires should be avoided. Further, if steel-belted radials are used, they should be closely examined to ensure that there are no exposed steel belts or wires that could be a potential protrusion or laceration hazard. Plastic materials can be used as an alternative to simulate actual automobile tires. Drainage holes should be provided in the underside of the tire.

- Pay special attention to maintenance of the hanger mechanism because the likelihood of failure is higher for tire swings due to the added stress of rotational movement and multiple occupants.
- The hanger mechanisms for multi-axis tire swings should not have any accessible crush points.
- The minimum clearance between the seating surface of a tire swing and the uprights of the supporting structure should be 30 inches when the tire is in a position closest to the support structure (Figure 26).
- The minimum clearance between the bottom of the seat and the protective surface should not be less than 12 inches.

5.3.8.4.1 Multi-axis swing use zones

- The use zone should extend in any direction from a point directly beneath the pivot point for a minimum distance of 6 feet plus the length of the suspending members (see Figure 27). This use zone should never overlap the use zone of any other equipment.
• The use zone should extend a minimum of 6 feet from the perimeter of the supporting structure. This 6-foot zone may overlap that of an adjacent swing structure or other playground equipment structure.

5.3.8.5 Protrusions on suspended members of swing assemblies

Protrusions on swings are extremely hazardous because of the potential for impact incidents. Nothing, including bolts or other parts, on the front, back, or underside of a swing should stick out more than 1/8 of an inch. See test procedures in Appendix B.

5.3.9 Fall height and use zones for composite structure

When two or more complementary play components are linked together in a composite structure (e.g., combination climber, slide, and horizontal ladder), the use zone should extend a minimum of 6 feet from the external perimeter of the structure (see Figure 28). Where slides are attached to a platform higher than 6 feet from the protective surfacing, the use zone may need to extend further in front of the slide (see §5.3.6.5).

5.3.10 Fall height and use zones not specified elsewhere

Most playground equipment belongs in one of the categories listed above. If it does not, the following general recommendations should be applied:

• The fall height of a piece of playground equipment is the distance between the highest designated playing surface and the protective surface beneath it.
• The use zone should extend a minimum of 6 feet in all directions from the perimeter of the equipment.
• The use zones of two stationary pieces of playground equipment that are positioned adjacent to one another may overlap if the adjacent designated play surfaces of each structure are no more than 30 inches above the protective surface and the equipment is at least 6 feet apart.
• If adjacent designated play surfaces on either structure exceed a height of 30 inches, the minimum distance between the structures should be 9 feet.
• Use zones should be free of obstacles.

![Denotes Use Zone with Protective Surfacing](image)

Figure 28. Use Zones for Composite Structure
APPENDIX A: SUGGESTED GENERAL MAINTENANCE CHECKLISTS

Surfac ing (§2.4)

☐ Adequate protective surfacing under and around the equipment.
  ☐ Install/replace surfacing

☐ Surfacing materials have not deteriorated.
  ☐ Replace surfacing

☐ Other maintenance: __________________________

☐ Loose-fill surfacing materials have no foreign objects or debris.
  ☐ Remove trash and debris

☐ Loose-fill surfacing materials are not compacted.
  ☐ Rake and fluff surfacing

☐ Loose-fill surfacing materials have not been displaced under heavy use areas such as under swings or at slide exits.
  ☐ Rake and fluff surfacing

Drainage (§2.4)

☐ The entire play area has satisfactory drainage, especially in heavy use areas such as under swings and at slide exits.
  ☐ Improve drainage

☐ Other maintenance: __________________________

General Hazards

☐ There are no sharp points, corners or edges on the equipment (§3.4).

☐ There are no missing or damaged protective caps or plugs (§3.4).

☐ There are no hazardous protrusions (§3.2 and Appendix B).

☐ There are no potential clothing entanglement hazards, such as open S-hooks or protruding bolts (§2.5.2, §3.2, §5.3.8.1 and Appendix B).

☐ There are no crush and shearing points on exposed moving parts (§3.1).

☐ There are no trip hazards, such as exposed footings or anchoring devices and rocks, roots, or any other obstacles in a use zone (§3.6).

Security of Hardware (§2.5)

☐ There are no loose fastening devices or worn connections.
  ☐ Replace fasteners

☐ Other maintenance: __________________________

☐ Moving parts, such as swing hangers, merry-go-round bearings, and track rides, are not worn.
  ☐ Replace part

☐ Other maintenance: __________________________

Durability of Equipment (§2.5)

☐ There are no rust, rot, cracks, or splinters on any equipment (check carefully where it comes in contact with the ground).

☐ There are no broken or missing components on the equipment (e.g., handrails, guardrails, protective barriers, steps, or rungs).

☐ There are no damaged fences, benches, or signs on the playground.

☐ All equipment is securely anchored.

Leaded Paint (§2.5.4)

☐ Paint (especially lead paint) is not peeling, cracking, chipping, or chalking.

☐ There are no areas of visible leaded paint chips or accumulation of lead dust.
  ☐ Mitigate lead paint hazards

General Upkeep of Playgrounds (§4)

☐ There are no user modifications to the equipment, such as strings and ropes tied to equipment, swings looped over top rails, etc.
  ☐ Remove string or rope

☐ Correct other modification

☐ The entire playground is free from debris or litter such as tree branches, soda cans, bottles, glass, etc.
  ☐ Clean playground

☐ There are no missing trash receptacles.
  ☐ Replace trash receptacle

☐ Trash receptacles are not full.
  ☐ Empty trash

NOTES:

DATE OF INSPECTION:

INSPECTION BY:
# Routine Inspection and Maintenance Issues

- Broken equipment such as loose bolts, missing end caps, cracks, etc.
- Broken glass & other trash
- Cracks in plastics
- Loose anchoring
- Hazardous or dangerous debris
- Insect damage
- Problems with surfacing
- Displaced loose-fill surfacing (see Section 4.3)
- Holes, flakes, and/or buckling of unitary surfacing
- User modifications (such as ropes tied to parts or equipment rearranged)
- Vandalism
- Worn, loose, damaged, or missing parts
- Wood splitting
- Rusted or corroded metals
- Rot
APPENDIX B: PLAYGROUND TESTING

B.1 Templates, Gauges, and Testing Tools

![Diagram showing different gauges for playground testing]

**Figure B1.** Projection test gauges

![Diagram showing a gauge for suspended swing assemblies and slides]

**Figure B2.** Projection test gauge for suspended swing assemblies and slides
Figure B3. Toddler small torso template

Figure B4. Preschool- and school-age small torso template

Figure B5. Large head template
Figure B6. Toddler small torso probe

Figure B7. Preschool- and school-age small torso probe

Figure B8. Large head probe
Figure B9. Preschool/School-age partially bound probe (dimensions in inches, template is 0.75 inches thick)

Figure B10. Toddler partially bound probe (dimensions in inches, template is 0.60 inches thick)
APPENDIX B: PLAYGROUND TESTING

B.2 Test Methods

B.2.1 Determining whether a projection is a protrusion

B.2.1.1 Test procedure

Step 1: Successively place each projection test gauge (see Figure B1) over any projection.

Step 2: Visually determine if the projection penetrates through the hole and beyond the face of the gauge (see Figure B11 below).

Pass: A projection that does not extend beyond the face of the gauge passes.

Fail: A projection that extends beyond the face of any one of the gauges is considered a hazardous protrusion and should be eliminated.

Figure B11. Determining whether a projection is a protrusion

B.2.2 Projections on suspended members of swing assemblies

Given the potential for impact incidents, projections on swings can be extremely hazardous. A special test gauge (see Figure B2) and procedure are recommended. When tested, no bolts or components in the potential impact region on suspended members should extend through the hole beyond the face of the gauge.

B.2.2.1 Test procedure

Step 1: Hold the gauge (Figure B2) vertically with the axis through the hole parallel to the swing’s path of travel.

Step 2: Place the gauge over any projections that are exposed during the swing’s path of travel.

Step 3: Visually determine if the projection penetrates through the hole and beyond the face of the gauge.

Pass: A projection that does not extend beyond the face of the gauge passes.

Fail: A projection that extends beyond the face of the gauge is considered a hazardous protrusion and should be eliminated.

B.2.3 Projections on slides

To minimize the likelihood of clothing entanglement on slides, projections that (1) fit within any one of the three gauges shown in Figure B1 and (2) have a major axis that projects away from the slide bed should not have projections greater than 1/8 inch perpendicular to the plane of the surrounding surface (Figure B12).

B.2.3.1 Test procedure

Step 1: Identify all projections within the shaded area shown in Figure B13.

Step 2: Determine which, if any, fit inside the projection test gauges (Figure B1).

Step 3: Place the swing and slide projection gauge (Figure B2) next to the projection to check the height of the projection.
Step 4: Visually determine if the projection extends beyond the face of the slide projection gauge.

Pass: A projection that does not extend beyond the face of the gauge passes.

Fail: A projection that extends beyond the face of the gauge is considered a hazardous protrusion and should be eliminated.

NOTE: This test procedure is not applicable to the underside of a slide chute. For a slide chute with a circular cross section, the portion of the underside not subject to this projection recommendation is shown in Figure 18. The general recommendations for projections in §B.2.1 are applicable to the underside of the slide.

Figure B12. Upward facing projection

Figure B13. Recommended areas to test for slide entanglement protrusions
B.2.4 Entrapment

B.2.4.1 General

Any completely-bounded opening (Figure B14) that is not bounded by the ground may be a potential head entrapment hazard. Even those openings which are low enough to permit a child's feet to touch the ground present a risk of strangulation to an entrapped child, because younger children may not have the necessary intellectual ability and motor skills to withdraw their heads, especially if scared or panicked. An opening may present an entrapment hazard if the distance between any interior opposing surfaces is greater than 3.5 inches and less than 9 inches. If one dimension of an opening is within this potentially hazardous range, all dimensions of the opening should be considered together to fully evaluate the possibility of entrapment. The most appropriate method to determine whether an opening is hazardous is to test it using the following fixtures, methods, and performance criteria.

These recommendations apply to all playground equipment, i.e., toddler, preschool-age, and school-age children. Fixed equipment as well as moving equipment (in its stationary position) should be tested for entrapment hazards. There are two special cases for which separate procedures are given: (1) completely-bounded openings where depth of penetration is a critical issue (see Figure B15) and (2) openings formed by flexible climbing components.

Figure B14. Examples of completely bounded openings

Figure B15. Completely bounded opening with limited depth
B.2.5 Test fixtures

Two templates are required to determine if completely bounded openings in rigid structures present an entrapment hazard. These templates can easily be fabricated from cardboard, plywood, or sheet metal.

B.2.5.1 Small torso template

The dimensions (see Figure B3 and Figure B4) of this template are based on the size of the torso of the smallest user at risk (5th percentile 6-month-old child for Figure B3 and 2-year-old child for Figure B4). If an opening is too small to admit the template, it is also too small to permit feet first entry by a child. Because children's heads are larger than their torsos, an opening that does not admit the small torso template will also prevent head first entry into an opening by a child.

B.2.5.2 Large head template

The dimensions (see Figure B5) of this template are based on the largest dimension on the head of the largest child at risk (95th percentile 5-year-old child). If an opening is large enough to permit free passage of the template, it is large enough to permit free passage of the head of the largest child at risk in any orientation. Openings large enough to permit free passage of the large head template will not entrap the chest of the largest child at risk.

B.2.5.3 Completely bounded openings with unlimited depth

B.2.5.3.1 Test procedure

Step 1: Select the appropriate small torso template based on the intended users of the playground (Figure B3 for toddler playgrounds, Figure B4 for preschool- and school-age playgrounds).

Step 2: Identify all completely bounded openings.

Step 3: Attempt to place the small torso template in the opening with the plane of the template parallel to the plane of the opening. While keeping it parallel to the plane of the opening, the template should be rotated to its most adverse orientation (i.e., major axis of template oriented parallel to the major axis of the opening).

Step 4: Determine if the small torso template can freely pass through the opening.

No: Pass. Stop
Yes: Continue

Step 5: Place the large head template in the opening, again with the plane of the template parallel to the plane of the opening, and try to insert it through the opening.

Pass: The large head template can be freely inserted through the opening

Fail: The opening admits the small torso template but does not admit the large head template.
B.2.5.4 Completely bounded openings with limited depth of penetration

The configuration of some openings may be such that the depth of penetration is a critical issue for determining the entrapment potential. For example, consider a vertical wall or some other barrier behind a step ladder. The entrapment potential depends not only on the dimensions of the opening between adjacent steps but also on the horizontal space between the lower boundary of the opening and the barrier. A child may enter the opening between adjacent steps feet first and may proceed to pass through the space between the rear of the lower step and the barrier and become entrapped when the child's head is unable to pass through either of these two openings. In effect, there are openings in two different planes, and each has the potential for head entrapment and should be tested.

Figure B16 illustrates these two planes for a step ladder as well as for a generic opening. Plane A is the plane of the completely bounded opening in question, and Plane B is the plane of the opening encompassing the horizontal space between the lower boundary of the opening in Plane A and the barrier that should also be tested for entrapment hazards.

![Figure B16. Example of a completely bounded opening with limited depth of penetration](image)

B.2.5.4.1 Test procedure

Step 1: Select the appropriate small torso template based on the intended users of the playground (Figure B3 for toddler playgrounds, Figure B4 for preschool-age and school-age playgrounds).

Step 2: Identify all completely bounded openings with limited depth of penetration.

Step 3: Place the small torso template in the opening in Plane A with its plane parallel to Plane A; rotate the template to its most adverse orientation with respect to the opening while keeping it parallel to Plane A.

Step 4: Determine if the opening in Plane A admits the small torso template in any orientation when rotated about its own axis.

No: Pass. The opening is small enough to prevent either head first or feet first entry by the smallest user at risk and is not an entrapment hazard.

Yes: Continue.

Step 5: Place the small torso template in the opening in Plane B with its plane parallel to Plane B; rotate the template to its most adverse orientation with respect to the opening while keeping it parallel to Plane B.

Step 6: Determine if the opening in Plane B admits the small torso template.

No: Pass. The depth of penetration into the opening in Plane A is insufficient to result in entrapment of the smallest user at risk.

Yes: Continue.

Step 7: Place the large head template (Figure B5) in the opening in Plane A with its plane parallel to Plane A. Determine if the opening in Plane A admits the large head template.

No: Fail. A child, whose torso can enter the opening in Plane A as well as the opening in Plane B, may become entrapped by the head in the opening in Plane A.

Yes: Continue.

Step 8: With the plane of the large head template parallel to the opening in Plane B, determine if the opening in Plane B admits the large head template.

No: Fail. The largest user at risk cannot exit the opening in Plane B.

B.2.5.5 Flexible openings

Climbing components such as flexible nets are also a special case for the entrapment tests because the size and shape of openings on this equipment can be altered when force is applied, either intentionally or simply when a child climbs on or falls through the openings. Children are then potentially at risk of entrapment in these distorted openings.

The procedure for determining conformance to the entrapment recommendations for flexible openings requires two three-dimensional test probes which are illustrated in Figure B6, Figure B7, and Figure B8 are applied to an opening in a flexible component with a force of up to 50 pounds.

B.2.5.5.1 Test procedure

Step 1: Select the appropriate small torso template based on the intended users of the playground (Figure B3 for toddler playgrounds, Figure B4 for preschool-age and school-age playgrounds).

Step 2: Identify all completely bounded openings with flexible sides.

Step 3: Place the small torso probes (Figures B6 and B7) in the opening, tapered end first, with the plane of its base parallel to the plane of the opening.

Step 4: Rotate the probe to its most adverse orientation (major axis of probe parallel to major axis of opening) while keeping the base parallel to the plane of the opening.

Step 5: Determine if the probe can be pushed or pulled completely through the opening by a force no greater than 30 pounds on toddler playgrounds or 50 pounds on preschool-age and school-age playgrounds.

No: Pass. Stop
Yes: Continue.

Step 6: Place the large head probe (Figure B8) in the opening with the plane of its base parallel to the plane of the opening.

Step 7: Determine if the large head probe can be pushed or pulled completely through the opening by a force no greater than 30 pounds on toddler playgrounds or 50 pounds on preschool-age and school-age playgrounds.

Yes: Pass. Stop
No: Fail.
B.2.5.6 Partially bound openings

A partially bound opening is any opening which has at least one side or portion open, such as a U- or V-shaped opening. These openings can still pose an entrapment hazard by allowing the neck to enter but not allowing the head to slip out. A partially bound opening can be any part of the playground equipment where a child could get his or her neck caught, so it includes not only two- or three-sided openings, but also areas of large openings (large enough for the head template to enter) that have the characteristics that can entrap a child’s neck. Several examples outlines of this situation are shown in the figures below. Openings that have an outline similar to these figures are often found when two parts of a playground meet, for example, the top of a slide and the side of a guardrail.

Identifying partially bound openings varies depending on the age range of the playground. Openings that should be tested include any opening where:

For toddlers:
- The perimeter of the opening is not closed
- The lowest leg of the opening is tilted upward (i.e. above horizontal) or 45 degrees below horizontal.

For preschool- and school-age:
- The perimeter of the opening is not closed
- The lowest leg of the opening is tilted upward (i.e. above horizontal)

Examples of partially bound openings. Note, these examples are intended to illustrate the principle of partially bound openings and may or may not require testing.
B.2.5.6.1 Test procedure

Step 1: Select the appropriate Partially Bound Template based on the intended users of the playground (Figure B10 for toddler playgrounds, Figure B9 for preschool and school-age playground).

Step 2: Identify partially bound openings.

Step 3: Align the template so that the face of the template is parallel to the plane of the opening and the narrow tip of the A section is pointing toward the opening.

Step 4: Insert the A portion of the template into the opening following the centerline of the opening.

Step 5: Once inserted as far as possible, determine if there is simultaneous contact between the sides of the opening and both of the top corners at the narrow tip of section A.

Yes: Pass. Stop

No: continue

Step 6: While still inserted as far as possible, determine if there is simultaneous contact between both of the angled sides of section A and the sides of the opening.

Yes: Note the points on the sides of opening where contact was made and continue

No: Pass. The narrow tip should be resting on the lower boundary of the opening with no contact with the sides of the opening. Stop

Step 7: Remove the template and turn the template so that the face of the template is perpendicular to the opening.

Step 8: Following the plane of the opening, insert the B portion of the template into the opening so that the narrow part of the B portion is between the sides of the opening.
Step 9: Once inserted as far as possible, determine if the B portion is completely past the points where contact was made on the sides of the opening with the A portion.

No: Pass Stop
Yes: Toddlers:
      Fail. Stop
      Preschool and
      School-age:
      Continue

Step 11: Determine if the Large Head Template passes freely through the larger opening.

Yes: Pass
No: Fail

Step 10: Determine if the B portion can reach a point where the opening increases in size.

No: Fail. Stop
Yes: continue

PASS
FAIL
From: William Clague
Sent: Tuesday, July 25, 2017 9:36 AM
To: Danny Hopkins <Danny.Hopkins@mymanatee.org>
Cc: Mitchell Palmer <mitchell.palmer@mymanatee.org>; Alex Nicodemi <alex.nicodemi@mymanatee.org>; Charlie Hunsicker <charlie.hunsicker@mymanatee.org>; Cynthia Gray <cynthia.gray@mymanatee.org>; Debbie Voorhees <debbie.voorhees@mymanatee.org>; Juliet Shepard <juliet.shepard@mymanatee.org>
Subject: Public Private Partnership with Manatee County Rotary Club (Playgrounds); RLS-2017-0177

Danny:

Pursuant to the above Request for Legal Services, you have asked for the assistance of this office to prepare an agreement with Rotary’s Suncoast Playground Project, Inc. (Rotary) to provide for installation of playground equipment at County parks that complies with the American’s With Disabilities Act. I provide the following advice in response:

1. Shortly after receiving this RLS we met to discuss the possible structure of a relationship with Rotary. Per our advice, you then met separately with representatives of Rotary, and provided us with a proposed term sheet by email on June 20, 2017.

2. Attached is a draft agreement reflecting the terms stated in the term sheet. The agreement also includes provisions this office has recommended in past transactions dealing with installation of improvements on County park properties.

3. Please note that the attached draft agreement does not include any specifications relating to the playground equipment, and is fairly light on the details of the installation process. Please let us know if you wish to include additional terms or details addressing this issue.

4. Please also note that the agreement includes blank spaces for (1) the effective date, (2) the duration, and (3) the notice information for Rotary. Please supply the necessary information to fill these blanks before scheduling the agreement for consideration by the Board.

5. Finally, please look over the draft agreement and let us know if you have any other business concerns that should be addressed in the document. Please also provide a draft copy to Rotary (subject to inclusion of any additional terms you deem appropriate). Please provide this office with the opportunity to review any changes to the document via redline or track changes.

Subject to the resolution of the issues stated above, I have no objection from a legal standpoint to the agreement being scheduled for approval by the Board. I express no opinion as to the business judgment of entering into the agreement.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.clague@mymanatee.org
ROTARY PLAYGROUND AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Manatee County, a political subdivision of the State of Florida ("County"), and the Rotary's Suncoast Playground Project, Inc., a Florida not-for-profit corporation ("Rotary") as of ____, 2017.

WHEREAS, the County is authorized to provide public playground facilities throughout the County and ensure that recreational facilities, equipment, and surfacing is consistent with the generally accepted guidelines of the American with Disabilities Act ("ADA"); and

WHEREAS, the Rotary is a local not-for-profit entity that desires to enhance the County's parks by providing all-inclusive playgrounds with access for all children including facilities in compliance with the ADA requirements; and

WHEREAS, the County is willing to maintain the playground facilities in exchange for the Rotary's installation and purchase of the ADA compliant playground facilities, equipment, and surfacing at certain County public parks; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the residents of the County, and serves a valid public purpose, for the County to enter into this Agreement with the Rotary to provide support for the ADA compliant playgrounds, as further defined herein, to be provided by the Rotary to residents of the County.

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

ARTICLE 1: SCOPE OF SERVICE. The Rotary covenants and represents to the County that the Rotary shall develop and make available fully accessible playgrounds in compliance with the ADA, as provided herein, at three park locations in Manatee County, Florida, to include: G.T. Bray Park, Bennett Park and Buffalo Creek Park. Three mutually agreed upon playground sites and accommodated plans will hereinafter be referred to collectively as the "Project." The first location will be G.T. Bray Park. Once GT Bray Park is substantially complete, a second site will be either at Bennett Park or Buffalo Creek Park, to be determined by the County.

ARTICLE 2: OBLIGATION OF THE ROTARY: The Rotary shall, in cooperation with the County, design, plan, permit and build the Project. By executing this Agreement, the Rotary agrees to each of the following obligations:

a. Funding. In support of the Project, the Rotary shall solely be responsible for the funding, and shall strive to raise $600,000 for each proposed playground site or $1.8 million for the entire Project, to be used to purchase and install each fully accessible playground.

b. Design and Construction. The Rotary, at its own expense and at no cost to the County, shall develop an initial site plan, which shall be subject to approval by the County. The Rotary and County shall agree upon destination theme for each individual playground.
Thereafter the Rotary, at its own expense and at no cost to the County, shall provide all labor, materials, installation and construction management services necessary for the completion of design and construction of the Project in accordance with the approved initial site plan.

c. **Compliance.** The Rotary shall be responsible for ensuring the Project complies with all applicable laws, statutes, ordinances and governmental regulations, including, without limitation, all federal and state laws governing disability access.

d. **Licenses & Permits.** Prior to the start of construction, the Rotary shall obtain or cause to be obtained all necessary permits and licenses regarding the installation, possession and use of the playground in full compliance with applicable laws and regulations. Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request of County’s representative (as defined in Article 10, the “County’s Representative”).

e. **Safety and Security.** The Rotary shall ensure the security of equipment, tools, supplies and wellbeing of volunteers and all third party vendors assisting with preparation activities from the beginning of the Project until the conclusion of the Project, including any postponement.

The Rotary shall ensure the security of the premise, including without limitation cordoning off the Project area, by tape, signage or other conspicuous equipment, in order to provide notice of construction from the beginning of the Project until the conclusion of the Project, including any postponement.

f. **Costs.** The Rotary shall be solely responsible for and shall hold the County harmless for any costs incurred by the Rotary for any prior site preparation, installation, equipment or materials purchased to build the Project. The Rotary shall certify to the County that all funds necessary to complete construction of the Project are in place.

g. **Warranty.** The playground equipment and surfacing related to the Project may be covered under warranty by the applicable manufacturers, a copy of which shall be made available upon request of the County’s Representative. The County acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer’s terms thereof, and the County agrees to look solely to such manufacturers for any such warranty and/or guarantee. The Rotary nor any respective affiliates, directors, officers, managers, partners, members, employees agents or representatives have made or are in any manner responsible or liable for any representation, warranty or guarantee, expressed or implied, in law or in fact, relative to any equipment or material including its quality, mechanical condition or fitness for a particular purpose.

h. **Final Inspection.** Upon completion of the Project, the Rotary shall notify the County, via County Representative, in writing that the final inspection may be made. Acceptance of the Project shall be contingent upon a final site inspection conducted by the County. All equipment and services shall be subject to final inspection by the County for purposes of determining if the conditions set forth in this Agreement have been satisfied.
ARTICLE 3: OBLIGATIONS OF THE COUNTY: The County shall cooperate with the Rotary to design, plan and build the Project. By executing this Agreement, the County agrees to each of the following obligations:

a. **Project Site.** The County shall provide reasonable and necessary access to the three County-owned park locations in order to enable the Rotary to design, plan, permit and build the playgrounds: G.T. Bray Park, Bennett Park and Buffalo Creek Park.

b. **Initial Site Plan.** The County shall cooperate with the Rotary to develop an initial site plan for the Project. The first initial site plan shall be developed for G.T. Bray Park. Once the first project is substantially completed, a development for second site plan shall be initiated. The County shall have final approval authority as to the design of the site plan.

c. **Transfer of Playground.** Once the playground equipment and signage have been installed and passed final inspection pursuant to Section 2.h, the County shall take ownership, by acceptance of dedication via a bill of sale.

d. **Maintenance.** After acceptance of the Project, the County shall assume all responsibilities for ongoing operation and maintenance of the playground equipment.

e. **Signage.** Upon completion of each playground, the County shall provide on-site signage indicating the donor naming rights.

ARTICLE 4: LIMITATION OF COSTS AND PAYMENTS. The Rotary shall be solely responsible and shall hold the County harmless from any costs incurred by the Rotary for prior site preparation, construction and any equipment or materials necessary to build the playground. Any modification to this arrangement must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

ARTICLE 5: CONTRACT DURATION. Unless renewed or terminated as provided in this Agreement, this Agreement shall remain in full force and effect for a period of ____ (____) year[s], commencing on the date of the final signature below. The Project, whether provided before or after the execution of this Agreement, shall be provided by the Rotary in accordance with all requirements and terms of this Agreement.

ARTICLE 6: TERMINATION.

a. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to the Rotary upon determining that the Rotary has failed to comply with the terms of this Agreement. The notice shall specify the manner in which the Rotary has failed to comply with this Agreement.

b. Upon expiration or termination of this Agreement for any reason, the Rotary shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination.
c. In the event that this Agreement encompasses multiple Projects, any single Project may be terminated consistent with this Article 6, Termination, and all terms and conditions of this Agreement shall remain in full force and effect to the extent they apply to any Project (s) that has not been terminated.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder 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 Rotary: SUNCOAST PLAYGROUND PROJECTS, INC.

________________________
ATTN:

If mailed to County: MANATEE COUNTY PARKS & NATURAL RESOURCES DEPARTMENT
5502 33rd AVENUE DRIVE WEST
BRADENTON, FL 34209
ATTN: DANNY HOPKINS

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS

i. The Rotary shall maintain records, accounts, property records and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. The Rotary shall provide County's representative all necessary information, records and contracts required by this Agreement as requested by County's representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County's Representative. The Rotary's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, the Rotary shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or the Rotary made by any local, State or Federal agency. The Rotary shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by the Rotary for at least three (3) years after the termination of this Agreement.
iii. All forms referenced in this Agreement not attached herein shall be provided or approved by County's Representative and shall be completed and submitted by the Rotary to County as requested.

**B: PUBLIC RECORDS. THE ROTARY SHALL:**

i. Keep and maintain public records required by the County to perform the service.

ii. 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.

iii. 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 the Rotary does not transfer the records to the County.

iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Rotary or keep and maintain public records required by the County to perform the service. If the Rotary transfers all public records to the County upon completion of the Agreement, the Rotary shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Rotary keeps and maintains public records upon completion of the Agreement, the Rotary 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 ROTARY 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: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.**

**C: COMPLIANCE WITH LAWS; NON-DISCRIMINATION.** The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, the Rotary covenants and agrees that no person shall be on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any Project or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

**D: CONTRACTUAL LIABILITY.** The relationship of the County to the Rotary shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to the Rotary or any of the officers, employees, personnel, agents or subcontractors of the Rotary any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or
services to the Rotary in connection with the Project or for debts or claims accruing to such parties. The Rotary shall promptly pay, discharge, or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E: SUBCONTRACTORS. In providing any services under this Agreement, the Rotary may, in its sole discretion, subcontract for or otherwise use services provided by third party vendors, provided that the Rotary shall remain jointly and severally liable for the performance of such third party subcontractors and for all obligations under this Agreement.

F. PERFORMANCE BOND. Prior to the time of execution of a contract for construction of the Project, the subcontractor shall file with the Rotary a corporate surety bond, in a sum not less than 100 percent of the value of the construction contract to guarantee the faithful performance of the contract ("Performance Bond"). The Performance Bond shall cover all work required during the construction period any warranty and maintenance work required by the contract, and any and all work required to correct latent defects. Corporate sureties issuing these bonds shall be legally authorized to engage in the business of furnishing surety bonds in the State of Florida.

G: NON-ASSIGNABILITY. The Rotary may not assign, transfer or encumber this Agreement or any right or interest in this Agreement.

H: THE ROTARY'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, the Rotary shall provide the County with a list of representatives authorized to act on behalf of the Rotary.

ARTICLE 8: INDEMNIFICATION. The Rotary shall indemnify, keep and hold 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, only to the extent caused through negligence or omission of the Rotary or its employees, or of the subcontractors or its employees, if any. The Rotary 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 Rotary shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by the Rotary, 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 the Rotary 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 the Rotary at the above listed address. Upon receipt of notice, the Rotary, 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 the Rotary's 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.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities
of the Rotary, the Rotary shall, at the Rotary’s sole expense, procure, maintain and cause all contractors hired by the Rotary to maintain, and keep in force amounts and types of insurance necessary to cover the cost of its obligations pursuant to Article 8. This shall include, but not be limited to:

(a) Commercial General Liability Insurance with limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(b) Errors and Omissions Insurance.

The commercial general liability policy and errors and omissions policy shall be endorsed to name Manatee County, a political subdivision of the State of Florida, as an additional insured and a Certificate of Insurance evidencing such endorsement and entitlement to notice of cancelation or termination shall be provided. Any subcontractor hired by the Rotary for the completion of this Project shall name Manatee County as an additional insured to their commercial general liability policy.

Until such time as the insurance is no longer required, the Rotary shall provide the County with renewal or replacement certificates of insurance not less than the day 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 the Rotary shall, not less than the day 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.

The Rotary shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. The Rotary 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.

ARTICLE 10: COUNTY’S REPRESENTATIVE. Manatee County Parks and Natural Resources Division Manager shall serve as the County’s Representative and is authorized to interpret this Contract and designate such additional employees as may be required to monitor the Rotary’ performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County’s Representative shall be referred to the County’s Parks and Natural Resources Director or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

ARTICLE 12: 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 hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
ARTICLE 14: 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.

ARTICLE 15: DISCLAIMER OF 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 Rotary and any providers of promotional, advertising or other services, or goods, purchased by the Rotary. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 16: 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.

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment or exhibit hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 17: 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.

ARTICLE 18: 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.

ARTICLE 19: 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.

ARTICLE 20: ATTORNEYS 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.

ARTICLE 21: EFFECTIVE DATE. This Agreement shall take effect as of the date set forth above.

ARTICLE 22: 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 by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names, by their authorized representatives, effective as of the date set forth above.

ROTARY SUNCOAST PLAYGROUNDS, INC.

By: ____________________________

Print Name: ______________________

Title: ____________________________

Phone Number: __________________

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: Board of County Commissioners

By: ____________________________
    County Administrator
Subject
Rotary Playground Agreement

Briefings
None

Contact and/or Presenter Information
Charlie Hunsicker / Director / x 6001
Debbie Voorhees / Contracts Manager / x 6013

Action Requested
Authorization for the County Administrator to execute Rotary Playground Agreement with Rotary's Suncoast Playground Project, Inc., for playground project at G.T. Bray Park.

Enabling/Regulating Authority
FS 125

Background Discussion
The Parks and Natural Resources Department has long recognized that ADA requirements are limited in their ability to address the wide range of needed disability accommodations, but funding has previously not been available to increase the inclusiveness of Manatee County's playground facilities.

On March 7, 2017, the Board provided the Parks and Natural Resources Department conceptual approval and direction to work with the not-for-profit group formed by the Rotary, Rotary's Suncoast Playground Project, Inc., and approved a preliminary scope of responsibilities that would include agreement elements to be used in developing all associated legal agreements and stipulations for accepting donated playgrounds.

The Rotary has created a conceptual template for three themed destination playgrounds with an estimated cost of $600,000 per site to be donated by the not-for-profit corporation, with the first site being G.T. Bray Park.

The attached Rotary Playground Agreement for G.T. Bray Park provides for the Rotary to be responsible for the purchase and installation of the playground project to include design and construction, licenses and permits, warranty, and public playground safety compliance. The County will provide an installation-ready site, cooperate with the Rotary to develop an initial site plan, approve the design, and provide ongoing operation and maintenance of the playground equipment once the County takes ownership by acceptance of dedication via a bill of sale. Funding for the County site work is proposed to come from parks Impact Fees.

The agreement also requires the Rotary to pay for required Performance Bond premiums whereby the County will reimburse the Rotary 100% of the actual and direct costs incurred of an estimated amount of $8,000.
(using a 2% bond rate based on the estimated dollar value of $400K for playground equipment and installation). Also, the County will continue plans for a $250,000 match to provide an outdoor fitness equipment element with each of the three playgrounds, currently listed in the Projects of Record.

Staff recommends the Board authorize execution of the attached Rotary Playground Agreement for the playground project at G.T. Bray Park.

**County Attorney Review**
Formal Written Review (Opinion memo must be attached)

**Explanation of Other**

**Reviewing Attorney**
Clague

**Instructions to Board Records**
Interoffice and email 5/9/18

Please provide a copy of approved agenda item to Cynthia.Gray@mymanatee.org, Debbie.Voorhees@mymanatee.org, and Luz.McQuiston@mymanatee.org.

Please send one original executed agreement to Cynthia Gray, Parks and Natural Resources Department.

**Cost and Funds Source Account Number and Name**
$8,000 - Parks Impact Fees

**Amount and Frequency of Recurring Costs**
N/A

Attachment:  Rotary Playground Agreement.pdf
Attachment:  CAO Opinion - Rotary Playground Agreement.pdf
## 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>Glucometers</th>
<th>Date Received: 4/25/18</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Donor Information</th>
<th>Name of person or entity: Victoria Kasdan</th>
<th>E-mail: <a href="mailto:victoria@wecaremanatee.org">victoria@wecaremanatee.org</a></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Phone: 941-755-3952 x2</td>
</tr>
<tr>
<td></td>
<td>Address: 300 Riverside Dr E, Suite 4500, Bradenton, FL 34208</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Assigned or Credited to:</th>
<th>Department: Public Safety</th>
<th>Division: Community Paramedicine</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Account Key: 0010007103</td>
<td>Account Name: Community Paramedicine</td>
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<tr>
<td></td>
<td>Location of Donation: Public Safety Center</td>
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<table>
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<tr>
<th>Limitations on use</th>
<th>☑ No</th>
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<tr>
<td>If yes, specify:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Intended use of donation</th>
<th>DME Lending Closet</th>
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**Director's Signature:** [Signature]  
**Phone:** [Phone]

Send a signed and completed original to the County Administrator's office.

### COUNTY ADMINISTRATOR'S Recommendation

<table>
<thead>
<tr>
<th>☐ Accept</th>
<th>☐ Decline</th>
</tr>
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</table>

**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>$100.00</th>
<th>Date Received: 4/26/18</th>
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<tr>
<td>Name of person or entity:</td>
<td>Beverly Neville, Manatee County Branch AAUW</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>PO Box 1694, Bradenton, FL 34206</td>
<td></td>
</tr>
<tr>
<td>Department:</td>
<td>Neighborhood Services</td>
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<td>Division:</td>
<td>Library</td>
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<td>Account Key:</td>
<td>106.0005400</td>
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<tr>
<td>Account Name:</td>
<td>Gifts</td>
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<td>Location of Donation:</td>
<td>Central Library (1301 Barcarrota Blvd W, Bradenton, FL 34205)</td>
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<td>If yes, specify:</td>
<td>STEM materials</td>
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<tr>
<td>Intended use of donation</td>
<td>Purchase materials for STEM projects.</td>
<td></td>
</tr>
<tr>
<td>Director’s Signature:</td>
<td>[Signature]</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>(941)748-5555</td>
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</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
April 26, 2018

Beverly Neville  
Manatee County Branch AAUW  
PO Box 1694  
Bradenton, FL 34206

Dear Ms. Neville,

On behalf of the Manatee County Public Library System, I would like to thank the Manatee County Branch AAUW members for the very generous one hundred dollar ($100) donation. STEM project materials will be purchased as requested. Donations are such a wonderful way to support the community.

Bookplates will be placed in a portion of the collection which will read:

“This item was purchased on behalf of the Manatee County Branch AAUW”

Thank you again for your donation and support of the community.

Sincerely,

Glenda Lammers  
Assistant Library Services Manager

GL/bf
March 22, 2018

Manatee County Library
1301 Barcarrota Avenue
Bradenton FL 34205

Attn: Contribution Department

Recently on March 10, 2018, our monthly meeting guest speaker was Ava Ehde, Neighborhood Services Department. She depicted a thorough explanation of the many accomplishments and problems which the Manatee County Library system endures year to year. Ava’s energy and expertise is a true asset for this county.

In appreciation, and on behalf of the Manatee County Branch AAUW, please accept this contribution of $100 to be used in STEM projects designed for young people visiting our libraries.

Sincerely,

[Signature]

Beverly Neville, Treasurer
Manatee County Branch AAUW
941-779-2442
AGREEMENT FOR CHARITABLE SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between Manatee County ("County"), a political subdivision of the State of Florida, and The Patterson Foundation ("TPF"), a fully endowed charitable trust.

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

WHEREAS, TPF is a fully endowed charitable trust that was established in perpetuity for the purpose of providing social and economic support services to local nonprofit organizations and low-income residents of the community; and

WHEREAS, Suncoast Campaign for Grade-Level Reading is a TPF program for a community-wide effort in the County to help children, especially of low-income households, succeed in school by ensuring they read on grade level by the end of third grade; and

WHEREAS, Suncoast Campaign for Grade-Level Reading has a summer program, Suncoast Summer Book Challenge 2018 ("SSBC"), a program designed to encourage a culture of reading and summer learning among elementary school students of the County; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the residents of the County, and serves a valid public purpose, for the County to enter into this Agreement with the TPF to provide support for the Suncoast Campaign for Grade-Level Reading’s SSBC program, as further defined herein, to be provided by TPF to residents of the County.

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

ARTICLE 1: SCOPE OF SERVICE. TPF covenants and represents to the County that TPF shall provide a program of support as described in the below attachments, hereinafter referred to as the "Program."

ARTICLE 2: CONTRACT DOCUMENTS. TPF shall comply with the following attachments which are attached and made a part of this Agreement:

Attachment “A” – Program Description of G.T. Bray Park
Attachment “B” – Payments for G.T. Bray Park
Attachment “C” – Program Description of John H. Marble Park
Attachment “D” – Payments for John H. Marble Park
Attachment “E” – Public Relations Policy

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment or exhibit hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.
ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. County shall be paid by TPF an amount in accordance with Attachment B and Attachment D for the provision of the Program. No agent or employee of the County may authorize a modification of this provision. Any modification in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

ARTICLE 4: CONTRACT DURATION; SUBJECT TO BUDGET AND APPROPRIATION. 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 the date of the final signature below. The Program, whether provided before or after the execution of this Agreement, shall be provided by TPF in accordance with all requirements and terms of this Agreement. The County reserves the right to determine the duration of the SSBC at the location identified in Attachment A and Attachment C.

ARTICLE 5: TERMINATION.

i. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to TPF upon determining that TPF has failed to comply with the terms of this Agreement. The notice shall specify the manner in which the TPF has failed to comply with this Agreement.

ii. Upon expiration or termination of this Agreement for any reason, the TPF shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination.

iii. In the event that this Agreement encompasses multiple programs (Attachment A, B, C, etc.), any single Program may be terminated consistent with Article 5, Termination, and all terms and conditions of this Agreement shall remain in full force and effect to the extent they apply to any Program (s) that has not been terminated.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder 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 TPF:**
THE PATTERSON FOUNDATION
2 N. TAMIAMI TRAIL, SUITE 206
SARASOTA, FL 24236
ATTN: BETH DUDA

**If mailed to County:**
MANATEE COUNTY PARKS & NATURAL RESOURCES AT
G.T. BRAY PARK
5502 33rd AVENUE DRIVE WEST
BRADENTON, FL 34209
ATTN: MARCUS FRANCIS

AND
MANATEE COUNTY PARKS & NATURAL RESOURCES AT
JOHN H. MARBLE PARK
3675 53rd AVENUE EAST
BRADENTON, FL 34203
ATTN: MARCUS FRANCIS

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS
i. TPF shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. TPF shall provide County’s representative all necessary information, records and contracts required by this Agreement as requested by County’s representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County’s Representative. TPF’s information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, TPF shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or TPF made by any local, State or Federal agency. TPF shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by TPF for at least three (3) years after the termination of this Agreement.

iii. All forms referenced in this Agreement not attached herein shall be provided or approved by County’s Representative and shall be completed and submitted by TPF to County as requested.

B: PUBLIC RECORDS.
i. Keep and maintain public records required by the County to perform the service.

ii. 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.

iii. 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 TPF does not transfer the records to the County.
iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of TPF or keep and maintain public records required by the County to perform the service. If TPF transfers all public records to the County upon completion of the Agreement, TPF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TPF keeps and maintains public records upon completion of the Agreement, TPF 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 TPF 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: 941.742.5845, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.

C: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, TPF covenants and agrees that no person shall on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

D: LICENSES. TPF shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request of County's Representative.

E: CONTRACTUAL LIABILITY. The relationship of the County to TPF shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to TPF or any of the officers, employees, personnel, agents, or subcontractors of TPF any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the TPF in connection with the Program or debts or claims accruing to such parties. TPF shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

F: SUBCONTRACTORS. A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound not-for-profit entity to provide the Program to serve the interests and welfare of the residents of the County. Therefore, TPF agrees that the Program shall be provided by volunteers or employees of TPF, and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for TPF's program.

G: NON-ASSIGNABILITY. TPF may not assign, transfer, or encumber this Agreement
or any right or interest in this Agreement.

**H: TPF'S REPRESENTATIVES.** Within thirty (30) days from the date of execution of this Agreement by both parties, TPF shall provide the County with a list of representatives authorized to act on behalf of TPF. The list of authorized representatives shall be approved by the TPF's Board of Directors.

**I: TPF'S DIRECTORS.** TPF's paid staff shall not be a voting or elected member of the TPF's Board of Directors, and its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to TPF. To avoid conflicts in the contract monitoring process, no current officer or employee of the Manatee County Community Services Department may serve on TPF's governing board.

**ARTICLE 8: INDEMNIFICATION.** TPF 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 TPF or its employees, or of the subcontractors or its employees, if any. TPF 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 TPF shall, at its own expense, satisfy and discharge the same. Any performance bond or insurance protection required by this Agreement, or otherwise provided by TPF, 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 TPF'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 TPF at the above listed address. Upon receipt of notice, TPF, 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 TPF 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.

**ARTICLE 9: INSURANCE.** Without limiting any of the other obligations or liabilities of TPF, TPF shall, at the TPF's sole expense, procure, maintain and keep in force amounts and types of insurance necessary to cover the cost of its obligations pursuant to Article 8. TPF shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements. Until such time as the insurance is no longer required, TPF shall provide the County with renewal or replacement certificates of insurance not less than the day 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 TPF shall, not less than the day 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.

TPF shall immediately notify County upon lapse in the coverages required by this
Agreement or cancellation of any of the insurance policies. TPF 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.

**ARTICLE 10: COUNTY'S REPRESENTATIVE.** Manatee County Parks and Natural Resources Director or Manatee County Parks and Natural Resources Athletics Supervisor shall serve as the County's representative and are authorized to interpret this Contract and designate such additional employees as may be required to monitor TPF's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's representative shall be referred to the County's Parks and Natural Resources Director or his designee.

**ARTICLE 11: AMENDMENTS.** This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

**ARTICLE 12: 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 hereof, but shall be confined solely to the paragraphs involved in such decision.

**ARTICLE 13: HEADINGS.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**ARTICLE 14: 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.

**ARTICLE 15: DISCLAIMER OF 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 TPF and any providers of promotional, advertising or other services, or goods, purchased by TPF. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

**ARTICLE 16: 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.

**ARTICLE 17: 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.

ARTICLE 18: 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.

ARTICLE 19: 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.

ARTICLE 20: ATTORNEYS 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.

ARTICLE 21: EFFECTIVE DATE. This Agreement shall take effect as of the date set forth above.

ARTICLE 22: 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 by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names, by their authorized representatives, effective as of the date set forth below.

THE PATTERSON FOUNDATION

By: [Signature]

Print Name: Debra M. Jacobs

Title: President & CEO

Phone Number: 941-952-1413

MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida

By: Board of County Commissioners

By: County Administrator

Date: 4/10/18
ATTACHMENT A:
Program Description of G.T. Bray Park

Program Name: Suncoast Summer Book Challenge 2018 ("SSBC").

Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Manatee or Sarasota counties can participate.

Name of Location: Manatee County Parks & Natural Resources at G.T. Bray Park
Address: 5502 33rd Avenue Drive West, Bradenton, Florida 34209
Contact Name: Marcus Francis
Phone Number: 941.742.5923
Contact Email: Marcus.Francis@mymanatee.org
Facebook Page: Facebook.com/BrayNatural Resources

Program Duration: SSBC program shall have a begin date of June 4, 2018 and terminate August 10th, 2018.

Terms: The Patterson Foundation “TPF” will provide the following support for Summer Locations serving predominantly low-income families who fully participate in the SSBC.

Full Participation by agencies or summer locations include:

Each location will have an appointed Suncoast Summer Book Challenge Leader/Contact person. This person will be responsible for communicating all Summer Learning plans and reporting data and pertinent information to The Patterson Foundation.

Each location’s Leader/Contact person and at least one other full-time staff person will attend the Suncoast Summer Book Challenge Kick-Off event on April 28, 2018. This half-day event will include professional development, team building, and motivational activities.

All staff who will be interacting with the children participating in the Suncoast Summer Book Challenge will participate in an orientation-information session. The Patterson Foundation will work with the Leader/Contact person from each participating Summer location to determine date, time, and content included in the orientation-information session. Volunteers are welcome in this session, if desired. Please list the date and time of your orientation-information session below. If not yet determined, please contact Heather Koester (heathermkoeaster@gmail.com, 941-952-1413) no later than May 1, 2018 to provide the date and time.

All participating students will be provided with an official Suncoast Summer Book Challenge Log. The log may travel home with the students, or be kept by the summer location.

All participating students will be given a Parent Guide to share with their families.

Each location will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level
Reading, for appropriate books read. The awarding of bracelets will take place at least twice a week at each summer location. There will be a color system in place for the bracelets, one color for each book read up to 6 books.

Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print in at least one way. (For example: names and photos on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)

A culture of reading will be embraced and encouraged by all staff members interacting with the children. The emphasis will be on cultivating a love of reading. Staff members will be encouraged to model a love of reading. Experiential learning related to reading will be offered. Each location will be encouraged to include one or more events for families to experience the Suncoast Summer Book Challenge.

The Suncoast Campaign for Grade-Level Reading will provide a tool-kit with ideas for each age group generated by the Summer Learning collaborative.

Contacts at each Summer location will share their experiences throughout the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, or blog entries about activities and experiences) demonstrating how they are engaging students in a love of reading.

A record will be kept of all participating children, and the number of books they have read. This record will be shared electronically with The Patterson Foundation by noon on Mondays during each week of the program. Checkpoints will be built into the summer schedule to ensure fidelity to the 2018 Suncoast Summer Book Challenge.

Each participating location agrees to encourage honesty in the accurate accounting of books read. The integrity pledge will be presented to students and staff, the first time the students take the pledge they will receive a sticker with the pledge, and a Parent Guide with information about the Suncoast Summer Book Challenge and Literacy Rich environments to be shared with their families. The integrity pledge is an opportunity for character building and may be combined with games and activities and recommended books.

Each participating Summer location will plan at least two Summer reading activities each week. An emphasis on engagement and fun is strongly recommended. Summer locations may partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators for these Summer reading activities. A list of proposed Summer reading activities must be supplied to The Patterson Foundation prior to the first support payment being issued.

The support dollars given by The Patterson Foundation must be used to promote summer reading. These funds may be used to compensate the Leader/Contact person, the person charged to collect and report data, selected approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff/ remedial educators or used to fund activities.

Once a child has read 6 books at the appropriate level, a Culver’s Super Reader Award will be given to the child along with a yellow silicone bracelet.
ATTACHMENT B:
 Payment for G.T. Bray Park

I. TPF will provide the following for fully participating Summer Locations:

1. Programs with 60 or more participating students
   a. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $200 per week for each week the Manatee County Parks & Natural Resources at G.T. Bray Park program is in session.
   c. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $300 additional dollars per week for each week the program is in session.
   d. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $5 additional dollars per week for every participating child once a total of 60 has been reached. Capped at a total of $1,000 per week.
   e. For example, a nine-week program with 80 participating students would receive $400 for orientation, $500 per week for nine-weeks, and an additional $100 per week for the additional students for a total of $5,800.

2. Programs with between 30 and 59 participating students
   a. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $200 per week for each week the Manatee County Parks & Natural Resources at G.T. Bray Park program is in session.
   c. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $300 additional dollars per week for each week the program is in session.
   d. For example, a four-week program with 55 participating students would receive $400 for orientation, $500 per week for nine-weeks for a total of $2,400

3. Programs with between 11 and 29 participating students
   a. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $200 per week for each week the Manatee County Parks & Natural Resources at G.T. Bray Park program is in session.
   c. For example, a six-week program with 20 participating students would receive $400 for orientation, $200 per week for nine-weeks for a total of $1,800

4. Participating students – weekly reading progress must be reported.

5. If all conditions are met, including this signed agreement, payments from TPF to Manatee County Parks & Natural Resources at G.T. Bray Park will be as follows: 25% on or around May 21, 2018, 40% after the program has been running for two weeks with completion data reporting, and a submitted blog entry, and 35% upon final data reporting.
II. **Bonus Pool:** A bonus pool of $50,000 will be established by TPF and used as follows:

1. TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.

2. The bonus pool of $50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.

3. The bonus pool will be split according to the number children reported as reading at least 6 books by each summer location over the summer. Summer Location will be allocated a percentage of the bonus pool.

4. If Summer Location’s students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.

5. If Summer Location’s students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.

6. If Summer Location’s students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.

7. If Summer Location’s students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.

8. If Summer Location’s students don’t on average lose any reading proficiency, Summer Location will receive 75% of their allocation.

9. If Summer Location’s students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.

10. All bonus pool decisions will be final.

III. **Communications:** Manatee County Parks & Natural Resources at G.T. Bray Park agrees to abide by the TPF Public Relations Policy as described in Attachment E.
ATTACHMENT C:
Program Description John H. Marble Park

Program Name: Suncoast Summer Book Challenge 2018 ("SSBC").

Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Manatee or Sarasota counties can participate.

Name of Location: Manatee County Parks & Natural Resources at John H. Marble Park
Address: 3675 53rd Avenue East, Bradenton, Florida 34203
Contact Name: Marcus Francis
Phone Number: 941.742.5923
Contact Email: Marcus.Francis@mymanatee.org

Program Duration: SSBC program shall have a begin date of June 4, 2018 and terminate August 3rd, 2018.

Terms: The Patterson Foundation “TPF” will provide the following support for Summer Locations serving predominantly low-income families who fully participate in the SSBC.

Full Participation includes: Full Participation by agencies or summer locations include:

Each location will have an appointed Suncoast Summer Book Challenge Leader/Contact person. This person will be responsible for communicating all Summer Learning plans and reporting data and pertinent information to The Patterson Foundation.

Each location’s Leader/Contact person and at least one other full-time staff person will attend the Suncoast Summer Book Challenge Kick-Off event on April 28, 2018. This half-day event will include professional development, team building, and motivational activities.

All staff who will be interacting with the children participating in the Suncoast Summer Book Challenge will participate in an orientation-information session. The Patterson Foundation will work with the Leader/Contact person from each participating Summer location to determine date, time, and content included in the orientation-information session. Volunteers are welcome in this session, if desired. Please list the date and time of your orientation - information session below. If not yet determined, please contact Heather Koester (heathermkoester@gmail.com, 941-952-1413) no later than May 1, 2018 to provide the date and time.

All participating students will be provided with an official Suncoast Summer Book Challenge Log. The log may travel home with the students, or be kept by the summer location.

All participating students will be given a Parent Guide to share with their families.
Each location will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, for appropriate books read. The awarding of bracelets will take place at least twice a week at each summer location. There will be a color system in place for the bracelets, one color for each book read up to 6 books.

Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print in at least one way. (For example: names and photos on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)

A culture of reading will be embraced and encouraged by all staff members interacting with the children. The emphasis will be on cultivating a love of reading. Staff members will be encouraged to model a love of reading. Experiential learning related to reading will be offered. Each location will be encouraged to include one or more events for families to experience the Suncoast Summer Book Challenge.

The Suncoast Campaign for Grade-Level Reading will provide a tool-kit with ideas for each age group generated by the Summer Learning collaborative.

Contacts at each Summer location will share their experiences throughout the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, or blog entries about activities and experiences) demonstrating how they are engaging students in a love of reading.

A record will be kept of all participating children, and the number of books they have read. This record will be shared electronically with The Patterson Foundation by noon on Mondays during each week of the program. Checkpoints will be built into the summer schedule to ensure fidelity to the 2018 Suncoast Summer Book Challenge.

Each participating location agrees to encourage honesty in the accurate accounting of books read. The integrity pledge will be presented to students and staff, the first time the students take the pledge they will receive a sticker with the pledge, and a Parent Guide with information about the Suncoast Summer Book Challenge and Literacy Rich environments to be shared with their families. The integrity pledge is an opportunity for character building and may be combined with games and activities and recommended books.

Each participating Summer location plan will plan at least two Summer reading activities each week. An emphasis on engagement and fun is strongly recommended. Summer locations may partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators for these Summer reading activities. A list of proposed Summer reading activities must be supplied to The Patterson Foundation prior to the first support payment being issued.

The support dollars given by The Patterson Foundation must be used to promote summer reading. These funds may be used to compensate the Leader/Contact person, the person charged to collect and report data, selected approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff/ remedial educators or used to fund activities.

Once a child has read 6 books at the appropriate level, a Culver’s Super Reader Award will be given to the child along with a yellow silicone bracelet.
ATTACHMENT D:
Payment for John H. Marble Park

IV. TPF will provide the following for fully participating Summer Locations:

1. Programs with 60 or more participating students
   a. Manatee County Parks & Natural Resources at John H. Marble Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at John H. Marble Park will receive $200 per week for each week the Manatee County Parks & Natural Resources at John H. Marble Park program is in session.
   c. Manatee County Parks & Natural Resources at John H. Marble Park will receive $300 additional dollars per week for each week the program is in session.
   d. Manatee County Parks & Natural Resources at John H. Marble Park will receive $5 additional dollars per week for every participating child once a total of 60 has been reached. Capped at a total of $1,000 per week.
   e. For example, a nine-week program with 80 participating students would receive $400 for orientation, $500 per week for nine-weeks, and an additional $100 per week for the additional students for a total of $5,800.

2. Programs with between 30 and 59 participating students
   a. Manatee County Parks & Natural Resources at John H. Marble Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at John H. Marble Park will receive $200 per week for each week the Manatee County Parks & Natural Resources at John H. Marble Park program is in session.
   c. Manatee County Parks & Natural Resources at John H. Marble Park will receive $300 additional dollars per week for each week the program is in session.
   d. For example, a four-week program with 55 participating students would receive $400 for orientation, $500 per week for nine-weeks for a total of $2,400.

3. Programs with between 11 and 29 participating students
   a. Manatee County Parks & Natural Resources at John H. Marble Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at John H. Marble Park will receive $200 per week for each week the Manatee County Parks & Natural Resources at John H. Marble Park program is in session.
   c. For example, a six-week program with 20 participating students would receive $400 for orientation, $200 per week for nine-weeks for a total of $1,800.

4. Participating students – weekly reading progress must be reported.

5. If all conditions are met, including this signed agreement, payments from TPF to Manatee County Parks & Natural Resources at John H. Marble Park will be as follows: 25% on or around May 21, 2018, 40% after the program has been running for two weeks with completion data reporting, and a submitted blog entry, and 35% upon final data reporting.
V. **Bonus Pool:** A bonus pool of $50,000 will be established by TPF and used as follows:

1. TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.

2. The bonus pool of $50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.

3. The bonus pool will be split according to the number children reported as reading at least 6 books by each summer location over the summer. Summer Location will be allocated a percentage of the bonus pool.

4. If Summer Location’s students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.

5. If Summer Location’s students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.

6. If Summer Location’s students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.

7. If Summer Location’s students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.

8. If Summer Location’s students don’t on average lose any reading proficiency, Summer Location will receive 75% of their allocation.

9. If Summer Location’s students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.

10. All bonus pool decisions will be final.

*Communications:* Manatee County Parks & Natural Resources at G.T. Bray Park agrees to abide by the TPF Public Relations Policy as described in Attachment E.
ATTACHMENT E:
Public Relations Policy

The Patterson Foundation values working collaboratively with partners and vendors for ultimate impact. Part of being an active and engaged vendor means a mutual coordination of strategy, messaging and timing of communications efforts for a streamlined and consistent approach. To this end, we’ve created the following process to align efforts.

Partners should ensure their internal strategy aligns with this media procedure below, so all internal stakeholders know where to direct media inquiries:

Media Inquiries and Interviews

Direct all media inquiries and questions related to The Patterson Foundation to:
Roxanne Joffe: 941-685-5412 (cell) or rjoffe@magnifygood.com.

PLEASE NOTIFY VIA PHONE CALL FIRST and follow up via e-mail.

Media Releases

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation communications partner, Magnify Good.

2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.

3. To ensure the integrity of The Patterson Foundation and its media policy and strategy, please submit a draft of your press release and your distribution list for review prior to desired release date. Please email to bjacobs@magnifygood.com.

Other Communications & Social Media

Prior to engaging in any other publicity or communications, including social media activity (that includes without limitation texting, posting, blogging, Twitter, Facebook, and LinkedIn) referencing your work with The Patterson Foundation or mentioning The Patterson Foundation, please coordinate with TPF as noted above for approval.
April 10, 2018 - Regular Meeting  
Agenda Item #25

Subject  
2018 Suncoast Campaign for Grade-Level Reading Agreement

Briefings  
None

Contact and/or Presenter Information  
Danny Hopkins / Recreation Division Manager / x6005  
Marcus Francis / Recreation Supervisor / x6063

Action Requested  
Authorization for the County Administrator to execute Agreement For Charitable Services between The Patterson Foundation and Manatee County.

Enabling/Regulating Authority  
FS 125

Background Discussion  

On April 4, 2017, the Board adopted the "Reach Out and Read Month" Proclamation. Among others, The Patterson Foundation was recognized as providing funding through their Suncoast Campaign for Grade-Level Reading. The campaign mission is to bridge the gap between school years, reducing the decline in reading levels by students over the summer.

On June 20, 2017, the Board authorized execution of the Agreement for Charitable Services between The Patterson Foundation and Manatee County. The agreement presented an opportunity for the Parks & Natural Resources Department's summer camp program to participate in the Suncoast Campaign for Grade-Level Reading.

Now that the Manatee County Summer Blast Camp programs have been officially recognized as a participating program for 2017, The Patterson Foundation has requested our participation again for the 2018 Summer Camp Program.

We are seeking the Boards approval to execute the agreement whereby staff will identify and commit to how the funding will be spent to ensure we can offer the best program for participants, the children of Manatee County. Our commitments will be the hiring of two additional site supervisors for the summer that are not currently allocated, the purchase of more books, and increased spending for activities and supplies associated with the reading initiative.

This agreement is very similar to the agreement presented last year, with increases to the funding amounts. The agreement has been signed by The Patterson Foundation and is ready for final Board approval and execution.
**County Attorney Review**
Formal Written Review (Opinion memo must be attached)

**Explanation of Other**

**Reviewing Attorney**
Clague

**Instructions to Board Records**

Please provide an approved copy of the agenda to Cynthia.Gray@mymanatee.org, Debbie.Voorhees@mymanatee.org, Luz.McQuiston@mymanatee.org, and Jayne.Roberts@mymanatee.org.

Please send one original executed agreement to Cynthia Gray, Parks and Natural Resources Department.

Distributed 4/11/18, RT

**Cost and Funds Source Account Number and Name**
$15,000 - 106.0000000347206 / Youth Camps

**Amount and Frequency of Recurring Costs**
$15,000 - 106.0012900 / Camps

Attachment: Suncoast Campaign for Grade-Level Reading - Approved Agenda Memo.pdf
Attachment: Counselor and Camper.pdf
Attachment: Olympic Medalist Reads.pdf
Attachment: Agreement For Charitable Services.pdf
Attachment: CAO Response to RLS 2017-0284 - Suncoast Campaign for Grade-Level Reading.pdf
2017 Recess Agenda
Agenda Item #4

Subject
Suncoast Campaign for Grade-Level Reading Agreement

Briefings
None

Contact and/or Presenter Information
Danny Hopkins / Recreation Division Manager / x6005
Marcus Francis / Recreation Supervisor / x6063

Action Requested
Authorization to execute the revised Suncoast for Grade-Level Reading Agreement between The Patterson Foundation and Manatee County.

Enabling/Regulating Authority
FS 125

Background Discussion
On June 20, 2017, the Board authorized execution of the Suncoast Campaign for Grade-Level Reading Agreement between The Patterson Foundation and Manatee County.

The agreement was not executed on June 20 as The Patterson Foundation's legal representative and the County Attorney's Office were making last minute adjustments to the Indemnity Clause.

The agreement has since been signed by The Patterson Foundation and is ready for final Board approval and signature.

County Attorney Review
Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney
Clague

Instructions to Board Records
THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD (JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

This item was approved on July 11, 2017, pursuant to Resolution R-09-161.

July 13, 2017:

- One original agreement returned to Cynthia Gray, Parks and Natural Resources Department
- Approved copies of the agenda emailed to Cynthia.gray@mymanatee.org, Debbie.voorhees@mymanatee.org, and Jayne.roberts@mymanatee.org.

Cost and Funds Source Account Number and Name
N/A

Amount and Frequency of Recurring Costs
N/A

Attachment: RLS-2017-0284_Suncoast Campaign for Grade-Level Reading.pdf
Attachment: Executed Agreement - Suncoast Campaign for Grade-Level Reading.pdf
Pursuant to the above Request for Legal Services, you have asked this office to review a memorandum of understanding ("MOU") between the County and The Patterson Foundation ("TPF") to facilitate the operation of the above program at certain County parks. I provide the following advice in response:

1. This office generally advises against the use of MOUs because they can give rise to legal questions as to their enforceability. We have made rare exceptions when warranted by unique factual situations. In this case, we advise that an MOU is not appropriate because the arrangement appears to require legally enforceable commitments of the parties. Accordingly, attached is a draft agreement prepared by this office, that can be utilized for the same purpose as the MOU.

2. By and large the agreement follows the MOU as far as the operation of the program and exchange of funds. Many of the business terms set forth in the body of the MOU are located in the various attachments to the agreement, consistently with the County's practices.

3. We have modelled the agreement off of an existing form used by the Neighborhood Services Department for analogous programs (summer camps, day cares, etc.). We did our best to retain those terms that appeared appropriate and exclude those that do not apply. Please be aware, however, that we have limited information regarding the program and its proposed operation at County parks. We ask that staff review the agreement and let us know if any of the business terms should be modified to better suit the proposed transaction. Please also consult with TPF as necessary.

Subject to the resolution of the issues described above, I have no objection from a legal standpoint to the agreement being scheduled for consideration and approval by the Board.

This concludes my responses to the RLSs.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.clague@mymanatee.org
REQUEST FOR LEGAL SERVICES

TO: Mitchell O. Palmer, County Attorney

AUTHORIZED BY: Charlie Hunsicker, Director, Parks and Natural Resources Department

SUBJECT: The Suncoast Campaign for Grade-Level Reading

CONTACT PERSON: Marcus Francis, Athletics/Youth Camps Recreation Supervisor, Ext. 6063

DATE: May 19, 2017

DEPARTMENT/DIVISION ACCOUNT KEY: 0010012900

PROJECT #: (If applicable)

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<td>Review Documents</td>
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1. Brief statement of the nature of the request or problem:

The Patterson Foundation (TPF) has presented an opportunity for the Parks & Natural Resources Department’s (P&NR) summer camp program to participate in the Suncoast Campaign for Grade-Level Reading. The campaign mission is to bridge the gap between school years, reducing the decline in reading levels by students over the summer.

This has been a very recent development since the April 4 Board of County Commissioner meeting, when a “Reach Out and Read Month” Proclamation was adopted. Among others, TPF was recognized as providing funding through the Suncoast Campaign for Grade-Level Reading.

TPF has provided a Memorandum of Understanding (MOU), detailing expectations and required commitments of the department’s summer camps programs held at G.T. Bray Park and John H. Marble Park. The department requests that the MOU be reviewed and guide staff on how to proceed.

2. Discussion of the implications and the possible impact if not apparent from preceding information:

Although the department is not required to participate, the request for department staff to meet with the TPF Outreach Team came from the Deputy County Administrator’s office. The department’s Youth Camps supervisor would like to participate as camp activities are already planned for the summer that would meet the expectations of TPF campaign.

Last Updated: May 18, 2017
To ensure certain requirements are met, the Youth Camps supervisor plans to hire at least one staff person over the summer to oversee the program from start to finish. This person will be responsible for coordinating all activities, writing weekly blogs, posting updates on social media, and providing all required reports each week.

Staff have reviewed the MOU and have noted the following:

- Change department name from Parks & Recreation to Parks & Natural Resources
- Clarification on VI – Program Description: Low-income families (as determined by free and reduced lunch data). Youth Camps supervisor informed Heather (interested party) that we do not monitor this and could not confirm or deny that we meet this requirement, if requested.
- Requested change on VI – #4: Change “twice a week” to “upon completion”
- Clarification on VI – #8: Where do we get the students number?
- Concerns on VI – #11: Is this a requirement, request, or suggestion? Our camp size may prove to be difficult with outsiders scheduling.
- Question on VII – #3: Is this a typo? Our camp doesn’t end until August 4.

3. Time considerations and their significance:
   Time is of the essence as Summer Camps at G.T. Bray Park and John H. Marble Park start on June 5. Staff will need to hire staff and create documents for the parents, before camps begin.

4. Factual background:
   None

5. List and/or attach related documents and known authorities (i.e., statute, ordinance, resolution, administrative code, legal case, contract, lease, letter, memorandum, prior legal opinion, etc.).
   - MOU (draft) – Suncoast Summer Book Challenge 2017 at GT Bray Park
   - MOU (draft) – Suncoast Summer Book Challenge 2017 at John H. Marble

6. Relevant prior legal assistance:
   None

7. Name and telephone number of other interested or opposing parties or their counsel:
   - Heather Koester, TPF Outreach Support Team, 941-539-0621, heathermkoester@gmail.com
   - Danny Hopkins, P&NR Recreation Division Manager, Ext. 6005
   - Debbie Voorhees, P&NR Contracts Manager, Ext. 6013

8. Other (anything else that should be brought to the attention of the County Attorney’s Office):
   None

Last Updated: May 18, 2017

c: Ed Hunzeker, County Administrator
   Dan Schlandt, Deputy County Administrator
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PATTERSON FOUNDATION
AND
MANATEE COUNTY PARKS & RECREATION AT G.T. BRAY PARK

WHEREAS, the Suncoast Campaign for Grade-Level Reading is a community-wide effort in Manatee and Sarasota counties to help children, especially those from low-income families, succeed in school by ensuring they read on grade level by the end of third grade;

WHEREAS, the statistics are troubling: 67 percent of children nationwide and more than 80 percent of those from low-income families are not proficient readers by the end of third grade;

WHEREAS, 40% of all third graders in Manatee County and Sarasota County are unable to read proficiently by the end of third grade;

WHEREAS, the Campaign for Grade-Level Reading was launched to reverse this potentially catastrophic trend by supporting common-sense solutions at the federal, state, and local levels;

WHEREAS, summer is a time of great inequity for young people. Over the summer, many young people and their families lose access to critical support that keeps them safe, healthy, and engaged in learning;

WHEREAS, research shows that low-income children can lose two months or more of reading skills over the summer, and children who do that consistently can wind up two years behind their classmates by the end of sixth grade;

WHEREAS, summer learning can be bolstered by coming up with effective ways to get more kids engaged in independent reading and encouraging communication about what they have read to ensure understanding;

WHEREAS, research shows that reading six books at the appropriate reading level during the summer may keep a struggling reader from regressing; and,

WHEREAS, summer learning is a key solution to closing academic and opportunity gaps that plague many communities across the country. Recent research from the RAND Corporation funded by The Wallace Foundation shows that high-quality summer learning programs can not only curb summer learning loss, they can even help boost student achievement. When children continue to learn during the summer, they are healthier, safer, and smarter, and their schools and communities are more successful.

NOW, THEREFORE, in consideration of the mutual promises, covenants and consideration contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
I. Program Name: Suncoast Summer Book Challenge 2017 ("SSBC")

II. Parties to this Memorandum of Understanding ("MOU"):

The Patterson Foundation ("TPF")
2 N. Tamiami Trail, Suite 206
Sarasota, FL 34236
(941) 952-1413
Beth Duda
bduda@thepattersonfoundation.org

and

Summer Location

Name of location: Manatee County Parks & Recreation at G.T. Bray Park
Contact Name: Marcus Francis
Address: 5502 33rd Avenue Drive West
City, State, Zip: Bradenton, FL 34209
Phone Number: 941.742.5923
Contact email: Marcus.Francis@mymanatee.org
Facebook Page: Facebook.com/BrayRecreation
Twitter Handle(s): n/a

III. Effective Date of this MOU: This MOU will be executed and effective on the date of the final signature below.

IV. Termination Date of this MOU: Upon completion of the Suncoast Summer Book Challenge 2017 at the Manatee County Parks & Recreation at G.T. Bray Park.

V. Program Duration: Manatee County Parks & Recreation at G.T. Bray Park will choose the duration of the SSBC at its location.

VI. Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Manatee or Sarasota counties can participate.

TPF will provide the following support for Summer Locations serving predominantly low-income families (as determined by free and reduced lunch data) who fully participate in the SSBC.

Full Participation includes:
1. Each location will appoint one SSBC Leader/Contact person. This person will be responsible for communicating all summer learning plans and reporting pertinent information to TPF.

2. All adults and counselors who will be interacting with the children participating in the SSBC will participate in an orientation/information session. TPF will work with Manatee County Parks & Recreation at G.T. Bray Park to determine date, time, and content included in the orientation/information session. Volunteers may be included, if Manatee County Parks & Recreation at G.T. Bray Park would like to have them participate.

3. All participating students will be provided with the official SSBC Log.

4. Manatee County Parks & Recreation at G.T. Bray Park will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, to students for reading the appropriate books. Manatee County Parks & Recreation at G.T. Bray Park will award the bracelets at least twice a week at Manatee County Parks & Recreation at G.T. Bray Park. (There will be a color system in place for the bracelets, one color for each book read up to 6 books.)

5. Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print at the Manatee County Parks & Recreation at G.T. Bray Park in at least one way. (For example: on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)

6. A culture of reading will be embraced and encouraged by all staff members interacting with the children. The emphasis will be on cultivating a love of reading. Experiential learning related to reading will be offered.

7. The contact at Manatee County Parks & Recreation at G.T. Bray Park will share their experiences each week during the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, each location will provide at least one blog entry about activities and experiences.) demonstrating how they are engaging students in a love of reading.

8. Manatee County Parks & Recreation at G.T. Bray Park will keep a record of all participating children, including the name of the school they will be attending in the fall, their school identification # (n-number) and the number of books they have read. TPF will send a weekly survey to Manatee County Parks & Recreation at G.T. Bray Park each Friday to provide this and other information. Manatee County Parks & Recreation at G.T. Bray Park will respond to the survey by 6pm on each Friday.

9. Manatee County Parks & Recreation at G.T. Bray Park agrees to encourage honesty in the accurate accounting of books read. Manatee County Parks & Recreation at G.T. Bray Park will ask each student, staff member and volunteer to recite the following Integrity Pledge:
Integrity Pledge for students, staff, and educators:

I understand it is my responsibility to keep my brain, body, and character strong. I know that reading books over the summer is important for my brain and my future. I will keep a truthful record in this log of books I have read this summer. Watch as I build a better me!

10. Upon completing the Integrity Pledge, the student will receive a packet explaining the Suncoast Summer Reading Challenge which is to be shared with his/her parents.

11. Manatee County Parks & Recreation at G.T. Bray Park will partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators to plan at least two summer reading activities each week of the program. An emphasis on engagement and fun is strongly recommended. Manatee County Parks & Recreation at G.T. Bray Park must present its list of partners to TPF prior to receiving the first support payment from TPF.

12. Support dollars received by TPF must be used to promote summer reading and may be used to compensate approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff or remedial educators.

13. Once a child has read 6 books at the appropriate level, Manatee County Parks & Recreation at G.T. Bray Park will give the child a golden bracelet. Information on students receiving golden bracelets will be sent to TPF electronically each Friday by 6:00pm during each week of the program. (TPF will send a weekly survey to Manatee County Parks & Recreation at G.T. Bray Park each Friday to provide this and other information. Manatee County Parks & Recreation at G.T. Bray Park will respond to the survey by 6pm on each Friday.)

VII. TPF will provide the following for fully participating Summer Locations:

1. Programs with more than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
   a. Manatee County Parks & Recreation at G.T. Bray Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Recreation at G.T. Bray Park will receive $500 for each week the Manatee County Parks & Recreation at G.T. Bray Park program is in session. (For example a 6-week program with 30 or more children will receive $400 for orientation and $3,000 for the program, for a total of $3,400. Likewise, a 10-week program would receive $5,400.)

2. Summer programs with at least 10 but fewer than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
   a. Manatee County Parks & Recreation at G.T. Bray Park will receive $400 for conducting the staff orientation/information session; and
b. Manatee County Parks & Recreation at G.T. Bray Park will receive $200 for each week the Manatee County Parks & Recreation at G.T. Bray Park program is in session. (For example a 6-week program with more than 10 but less than 30 children will receive $400 for orientation and $1,200 for the program, for a total of $1,600. Likewise, a 10-week program will receive $2,400.)

3. If all conditions are met, payments from TPF to Manatee County Parks & Recreation at G.T. Bray Park will be as follows: 50% on or around June 1, 2017 and 50% on or around July 20, 2017.

VIII. Bonus Pool: A bonus pool of $50,000 will be established by TPF and used as follows:

- TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.

- Incoming Kindergarten students will be given pre and post reading tests by the Summer Location. A common measurement tool will be used, and this tool will be determined by Summer Location, and approved by TPF.

- The bonus pool of $50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.

- The bonus pool will be split according to the number of Golden Bracelets awarded by each summer location over the summer. Summer Location will be allocated a % of the bonus pool.

- If Summer Location’s students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.

- If Summer Location’s students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.

- If Summer Location’s students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.

- If Summer Location’s students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.

- If Summer Location’s students don’t on average lose any reading proficiency, Summer Location will receive 75% of their allocation.

- If Summer Location’s students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.

- If the Summer Location work weekly with AFTA Teaching Artists, Van Wezel Performing Arts Hall educators, or work with area libraries, 25% of the Bonus
Dollars awarded to Summer Location will be shared with AFTA, the Van Wezel, or the Library Systems.

- All bonus pool decisions will be final.

IX. Communications: Manatee County Parks & Recreation at G.T. Bray Park agrees to abide by the TPF Media Policy as described in Exhibit A.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective parties to this Agreement and have caused this Agreement to be executed as of the date noted above written.

THE PATTERSON FOUNDATION

Name: Debra M. Jacobs
Title: President and CEO
Date:

MANATEE COUNTY PARKS & RECREATION AT G.T. BRAY PARK

Name: Charlie Hunsicker
Title: Manatee County Parks and Natural Resources Director
Date:

Name: Elizabeth (Beth) Duda
Title: Director, SCGLR
Date:

Name: Marcus Francis
Title: Manatee County Parks and Natural Resources Athletics Supervisor
Date:
Exhibit A: Partner Media/Public Relations/Social Media Policy

The Patterson Foundation values working collaboratively with partners and vendors for ultimate impact. Part of being an active and engaged vendor means a mutual coordination of strategy, messaging and timing of communications efforts for a streamlined and consistent approach. To this end, we've created the following process to align efforts.

Partners should ensure their internal strategy aligns with this media procedure below, so all internal stakeholders know where to direct media inquiries:

**Media Inquiries and Interviews**

Direct all media inquiries and questions related to The Patterson Foundation to: Roxanne Joffe: 941-685-5412 (cell) or rjoffe@magnifygood.com.

PLEASE NOTIFY VIA PHONE CALL FIRST and follow up via e-mail.

**Media Releases**

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation communications partner, Magnify Good.

2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.

3. To ensure the integrity of The Patterson Foundation and its media policy and strategy, please submit a draft of your press release and your distribution list for review prior to desired release date. Please email to bjacobs@magnifygood.com.

**Other Communications & Social Media**

Prior to engaging in any other publicity or communications, including social media activity (that includes without limitation texting, posting, blogging, Twitter, Facebook, and LinkedIn) referencing your work with The Patterson Foundation or mentioning The Patterson Foundation, please coordinate with TPF as noted above for approval.
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PATTERSON FOUNDATION
AND
MANATEE COUNTY PARKS & RECREATION AT JOHN H. MARBLE PARK

WHEREAS, the Suncoast Campaign for Grade-Level Reading is a community wide effort in Manatee and Sarasota counties to help children, especially those from low-income families, succeed in school by ensuring they read on grade level by the end of third grade;

WHEREAS, the statistics are troubling: 67 percent of children nationwide and more than 80 percent of those from low-income families are not proficient readers by the end of third grade;

WHEREAS, 40% of all third graders in Manatee County and Sarasota County are unable to read proficiently by the end of third grade;

WHEREAS, the Campaign for Grade-Level Reading was launched to reverse this potentially catastrophic trend by supporting common-sense solutions at the federal, state, and local levels;

WHEREAS, summer is a time of great inequity for young people. Over the summer, many young people and their families lose access to critical support that keeps them safe, healthy, and engaged in learning;

WHEREAS, research shows that low-income children can lose two months or more of reading skills over the summer, and children who do that consistently can wind up two years behind their classmates by the end of sixth grade;

WHEREAS, summer learning can be bolstered by coming up with effective ways to get more kids engaged in independent reading and encouraging communication about what they have read to ensure understanding;

WHEREAS, research shows that reading six books at the appropriate reading level during the summer may keep a struggling reader from regressing; and,

WHEREAS, summer learning is a key solution to closing academic and opportunity gaps that plague many communities across the country. Recent research from the RAND Corporation funded by The Wallace Foundation shows that high-quality summer learning programs can not only curb summer learning loss, they can even help boost student achievement. When children continue to learn during the summer, they are healthier, safer, and smarter, and their schools and communities are more successful.

NOW, THEREFORE, in consideration of the mutual promises, covenants and consideration contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1
I. **Program Name:** Suncoast Summer Book Challenge 2017 ("SSBC")

II. **Parties to this Memorandum of Understanding ("MOU"):**

The Patterson Foundation ("TPF")
2 N. Tamiami Trail, Suite 206
Sarasota, FL 34236
(941) 952-1113
Beth Duda
bduda@thepattersonfoundation.org

and

**Summer Location**

Name of location: Manatee County Parks & Recreation at John H. Marble Park
Contact Name: Marcus Francis
Address: 3675 53rd Avenue East
City, State, Zip: Bradenton, FL 34203
Phone Number: 941.742.5923
Contact email: Marcus.Francis@mymanatee.org
Facebook Page: n/a
Twitter Handle(s): n/a

III. **Effective Date of this MOU:** This MOU will be executed and effective on the date of the final signature below.

IV. **Termination Date of this MOU:** Upon completion of the Suncoast Summer Book Challenge 2017 at the Manatee County Parks & Recreation at John H. Marble Park.

V. **Program Duration:** Manatee County Parks & Recreation at John H. Marble Park will choose the duration of the SSBC at its location.

VI. **Program Description:** The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Manatee or Sarasota counties can participate.

TPF will provide the following support for Summer Locations serving predominantly low-income families (as determined by free and reduced lunch data) who fully participate in the SSBC.
Full Participation includes:

1. Each location will appoint one SSBC Leader/Contact person. This person will be responsible for communicating all summer learning plans and reporting pertinent information to TPF.

2. All adults and counselors who will be interacting with the children participating in the SSBC will participate in an orientation/information session. TPF will work with Manatee County Parks & Recreation at John H. Marble Park to determine date, time, and content included in the orientation/information session. Volunteers may be included, if Manatee County Parks & Recreation at John H. Marble Park would like to have them participate.

3. All participating students will be provided with the official SSBC Log.

4. Manatee County Parks & Recreation at John H. Marble Park will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, to students for reading the appropriate books. Manatee County Parks & Recreation at John H. Marble Park will award the bracelets at least twice a week at Manatee County Parks & Recreation at John H. Marble Park. (There will be a color system in place for the bracelets, one color for each book read up to 6 books.)

5. Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print at the Manatee County Parks & Recreation at John H. Marble Park in at least one way. (For example: on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)

6. A culture of reading will be embraced and encouraged by all staff members interacting with the children. The emphasis will be on cultivating a love of reading. Experiential learning related to reading will be offered.

7. The contact at Manatee County Parks & Recreation at John H. Marble Park will share their experiences each week during the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, each location will provide at least one blog entry about activities and experiences.) demonstrating how they are engaging students in a love of reading.

8. Manatee County Parks & Recreation at John H. Marble Park will keep a record of all participating children, including the name of the school they will be attending in the fall, their school identification # (n-number) and the number of books they have read. TPF will send a weekly survey to Summer Location each Friday to provide this and other information. Summer Location will respond to the survey by 6pm on each Friday.

9. Manatee County Parks & Recreation at John H. Marble Park agrees to encourage honesty in the accurate accounting of books read. Manatee County Parks &
Recreation at John H. Marble Park will ask each student, staff member and volunteer to recite the following Integrity Pledge:

**Integrity Pledge for students, staff, and educators:**

I understand it is my responsibility to keep my brain, body, and character strong. I know that reading books over the summer is important for my brain and my future. I will keep a truthful record in this log of books I have read this summer. Watch as I build a better me!

10. Upon completing the Integrity Pledge, the student will receive a packet explaining the Suncoast Summer Reading Challenge which is to be shared with his/her parents.

11. Manatee County Parks & Recreation at John H. Marble Park will partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators to plan at least two summer reading activities each week of the program. An emphasis on engagement and fun is strongly recommended. Manatee County Parks & Recreation at John H. Marble Park must present its list of partners to TPF prior to receiving the first support payment from TPF.

12. Support dollars received by TPF must be used to promote summer reading and may be used to compensate approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff or remedial educators.

13. Once a child has read 6 books at the appropriate level, Manatee County Parks & Recreation at John H. Marble Park will give the child a golden bracelet. Information on students receiving golden bracelets will be sent to TPF electronically each Friday by 6:00pm during each week of the program. (TPF will send a weekly survey to Summer Location each Friday to provide this and other information. Manatee County Parks & Recreation at John H. Marble Park will respond to the survey by 6pm on each Friday.)

**VII. TPF will provide the following for fully participating Summer Locations:**

1. Programs with more than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
   a. Manatee County Parks & Recreation at John H. Marble Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Recreation at John H. Marble Park will receive $500 for each week the Manatee County Parks & Recreation at John H. Marble Park program is in session. (For example a 6-week program with 30 or more children will receive $400 for orientation and $3,000 for the program, for a total of $3,400. Likewise, a 10-week program would receive $5,400.)
2. Summer programs with **at least 10 but fewer than 30 children** enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)

   a. Manatee County Parks & Recreation at John H. Marble Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Recreation at John H. Marble Park will receive $200 for each week the Manatee County Parks & Recreation at John H. Marble Park program is in session. (For example a 6-week program with more than 10 but less than 30 children will receive $400 for orientation and $1,200 for the program, for a total of $1,600. Likewise, a 10-week program will receive $2,400.)

3. If all conditions are met, payments from TPF to Manatee County Parks & Recreation at John H. Marble Park will be as follows: 50% on or around June 1, 2017 and 50% on or around July 20, 2017.

VIII. **Bonus Pool:** A bonus pool of $50,000 will be established by TPF and used as follows:

   - TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.

   - Incoming Kindergarten students will be given pre and post reading tests by the Summer Location. A common measurement tool will be used, and this tool will be determined by Summer Location, and approved by TPF.

   - The bonus pool of $50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.

   - The bonus pool will be split according to the number of Golden Bracelets awarded by each summer location over the summer. Summer Location will be allocated a % of the bonus pool.

   - If Summer Location’s students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.

   - If Summer Location’s students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.

   - If Summer Location’s students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.

   - If Summer Location’s students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.
• If Summer Location’s students don’t on average lose any reading proficiency, Summer Location will receive 75% of their allocation.

• If Summer Location’s students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.

• If the Summer Location work weekly with AFTA Teaching Artists, Van Wezel Performing Arts Hall educators, or work with area libraries, 25% of the Bonus Dollars awarded to Summer Location will be shared with AFTA, the Van Wezel, or the Library Systems.

• All bonus pool decisions will be final.

IX. Communications: Manatee County Parks & Recreation at John H. Marble Park agrees to abide by the TPF Media Policy as described in Exhibit A.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective parties to this Agreement and have caused this Agreement to be executed as of the date noted above written.

THE PATTERSON FOUNDATION

Name: Debra M. Jacobs
Title: President and CEO
Date:

MANATEE COUNTY PARKS & RECREATION AT JOHN H. MARBLE PARK

Name: Charlie Hunsicker
Title: Manatee County Parks and Natural Resources Director
Date:

Name: Elizabeth (Beth) Duda
Title: Director, SCGLR
Date:

Name: Marcus Francis
Title: Manatee County Parks and Natural Resources Athletic Director
Date:

6
Exhibit A: Partner Media/Public Relations/Social Media Policy

The Patterson Foundation values working collaboratively with partners and vendors for ultimate impact. Part of being an active and engaged vendor means a mutual coordination of strategy, messaging and timing of communications efforts for a streamlined and consistent approach. To this end, we've created the following process to align efforts.

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PLEASE NOTIFY VIA PHONE CALL FIRST and follow up via e-mail.

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1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation communications partner, Magnify Good.

2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.

3. To ensure the integrity of The Patterson Foundation and its media policy and strategy, please submit a draft of your press release and your distribution list for review prior to desired release date. Please email to bjacobs@magnifygood.com.

**Other Communications & Social Media**

Prior to engaging in any other publicity or communications, including social media activity (that includes without limitation texting, posting, blogging, Twitter, Facebook, and LinkedIn) referencing your work with The Patterson Foundation or mentioning The Patterson Foundation, please coordinate with TPF as noted above for approval.
AGREEMENT FOR CHARITABLE SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between Manatee County ("County"), a political subdivision of the State of Florida, and The Patterson Foundation ("TPF"), a fully endowed charitable trust.

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

WHEREAS, TPF is a fully endowed charitable trust that was established in perpetuity for the purpose of providing social and economic support services to local nonprofit organizations and low-income residents of the community; and

WHEREAS, Suncoast Campaign for Grade-Level Reading is a TPF program for a community-wide effort in the County to help children, especially of low-income households, succeed in school by ensuring they read on grade level by the end of third grade; and

WHEREAS, Suncoast Campaign for Grade-Level Reading has a summer program, Suncoast Summer Book Challenge 2017 ("SSBC"), a program designed to encourage a culture of reading and summer learning among elementary school students of the County; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the residents of the County, and serves a valid public purpose, for the County to enter into this Agreement with the TPF to provide support for the Suncoast Campaign for Grade-Level Reading’s SSBC program, as further defined herein, to be provided by TPF to residents of the County.

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

ARTICLE 1: SCOPE OF SERVICE. TPF covenants and represents to the County that TPF shall provide a program of support as described in the below attachments, hereinafter referred to as the "Program."

ARTICLE 2: CONTRACT DOCUMENTS. TPF shall comply with the following attachments which are attached and made a part of this Agreement:

Attachment “A” — Program Description of G.T. Bray Park
Attachment “B” — Payments for G.T. Bray Park
Attachment “C” — Program Description of John H. Marble Park
Attachment “D” — Payments for John H. Marble Park
Attachment “E” — Public Relations Policy

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any attachment or exhibit hereto, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.
ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. County shall be paid by TPF an amount in accordance with Attachment B and Attachment D for the provision of the Program. No agent or employee of the County may authorize a modification of this provision. Any modification in total compensation must be authorized in writing pursuant to a written amendment to this Agreement approved by the Board of County Commissioners.

ARTICLE 4: CONTRACT DURATION; SUBJECT TO BUDGET AND APPROPRIATION. 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 the date of the final signature below. The Program, whether provided before or after the execution of this Agreement, shall be provided by TPF in accordance with all requirements and terms of this Agreement. The County reserves the right to determine the duration of the SSBC at the location identified in Attachment A and Attachment C.

ARTICLE 5: TERMINATION.

i. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to TPF upon determining that TPF has failed to comply with the terms of this Agreement. The notice shall specify the manner in which the TPF has failed to comply with this Agreement.

ii. Upon expiration or termination of this Agreement for any reason, the TPF shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination.

iii. In the event that this Agreement encompasses multiple programs (Attachment A, B, C, etc.), any single Program may be terminated consistent with Article 5, Termination, and all terms and conditions of this Agreement shall remain in full force and effect to the extent they apply to any Program (s) that has not been terminated.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder 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 TPF: THE PATTERSON FOUNDATION
2 N. TAMIA MI TRAIL, SUITE 206
SARASOTA, FL 24236
ATTN: BETH DUDA

If mailed to County: MANATEE COUNTY PARKS & NATURAL RESOURCES AT
G.T. BRAY PARK
5502 33rd AVENUE DRIVE WEST
BRADENTON, FL 34209
ATTN: MARCUS FRANCIS

AND
Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery. Either party may designate a different recipient or address by written notice to the other party.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS

i. TPF shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. TPF shall provide County’s representative all necessary information, records and contracts required by this Agreement as requested by County’s representative for monitoring and evaluation of services within three (3) business days following the date of such request, or as otherwise agreed upon with County’s Representative. TPF’s information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, TPF shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or TPF made by any local, State or Federal agency. TPF shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by TPF for at least three (3) years after the termination of this Agreement.

iii. All forms referenced in this Agreement not attached herein shall be provided or approved by County’s Representative and shall be completed and submitted by TPF to County as requested.

B: PUBLIC RECORDS.

i. Keep and maintain public records required by the County to perform the service.

ii. 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.

iii. 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 TPF does not transfer the records to the County.
iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of TPF or keep and maintain public records required by the County to perform the service. If TPF transfers all public records to the County upon completion of the Agreement, TPF shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TPF keeps and maintains public records upon completion of the Agreement, TPF 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 TPF 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: 941.742.5846, Debbie.Scaccianoce@mymanatee.org, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.

C: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, TPF covenants and agrees that no person shall on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

D: LICENSES. TPF shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be made available upon request of County’s Representative.

E: CONTRACTUAL LIABILITY. The relationship of the County to TPF shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to TPF or any of the officers, employees, personnel, agents, or subcontractors of TPF any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the TPF in connection with the Program or for debts or claims accruing to such parties. TPF shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

F: SUBCONTRACTORS. A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound not-for-profit entity to provide the Program to serve the interests and welfare of the residents of the County. Therefore, TPF agrees that the Program shall be provided by volunteers or employees of TPF, and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County’s representative, or contracts or leases for materials, supplies, facilities and other support services for TPF’s program.
G: NON-ASSIGNABILITY. TPF may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

H: TPF'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, TPF shall provide the County with a list of representatives authorized to act on behalf of TPF. The list of authorized representatives shall be approved by the TPF's Board of Directors.

I: TPF'S DIRECTORS. TPF's paid staff shall not be a voting or elected member of the TPF's Board of Directors, and its directors shall not have, by virtue of their employment, recurring conflicts of interest between their employment and their legal duties to TPF. To avoid conflicts in the contract monitoring process, no current officer or employee of the Manatee County Community Services Department may serve on TPF's governing board.

ARTICLE 8: INDEMNIFICATION. TPF shall indemnify 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, only to the extent caused by the sole negligence of TPF. Any performance bond or insurance protection required by this Agreement, or otherwise provided by TPF, shall in no way limit the responsibility to indemnify the County as herein provided. The indemnity hereunder shall continue until such time as any and all claims arising out of TPF'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 TPF at the above listed address. Upon receipt of notice, TPF, 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 TPF 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.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of TPF, TPF shall, at the TPF's sole expense, procure, maintain and keep in force amounts and types of insurance necessary to cover the cost of its obligations pursuant to Article 8. TPF shall provide a Certificate of Insurance as evidence of coverage, along with all applicable endorsements. Until such time as the insurance is no longer required, TPF shall provide the County with renewal or replacement certificates of insurance not less than the day 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 TPF shall, not less than the day 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.

TPF shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. TPF 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.
ARTICLE 10: COUNTY'S REPRESENTATIVE. Manatee County Parks and Natural Resources Director or Manatee County Parks and Natural Resources Athletics Supervisor shall serve as the County's representative and are authorized to interpret this Contract and designate such additional employees as may be required to monitor TPF's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the County's representative shall be referred to the County's Parks and Natural Resources Director or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement approved by the governing bodies of both parties.

ARTICLE 12: 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 hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: 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.

ARTICLE 15: DISCLAIMER OF 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 TPF and any providers of promotional, advertising or other services, or goods, purchased by TPF. Nothing in this Agreement is intenced or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 16: 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.

ARTICLE 17: 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.
ARTICLE 18: 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.

ARTICLE 19: 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.

ARTICLE 20: ATTORNEYS 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.

ARTICLE 21: EFFECTIVE DATE. This Agreement shall take effect as of the date set forth above.

ARTICLE 22: 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 by the party’s authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names, by their authorized representatives, effective as of the date set forth below.

THE PATTERSON FOUNDATION

By: 
Print Name: Deb M Jacobs
Title: President + CEO
Phone Number: 941-952-1413

MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida

By: Board of County Commissioners
By: County Administrator
Date: July 11, 2017

7
ATTACHMENT A:
Program Description of G.T. Bray Park

Program Name: Suncoast Summer Book Challenge 2017 ("SSBC").

Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Manatee or Sarasota counties can participate.

Name of Location: Manatee County Parks & Natural Resources at G.T. Bray Park

Address: 5502 33rd Avenue Drive West, Bradenton, Florida 34209

Contact Name: Marcus Francis

Phone Number: 941.742.5923

Contact Email: Marcus.Francis@mymanatee.org

Facebook Page: Facebook.com/BrayNaturalResources

Program Duration: SSBC program shall have a begin date of June 5, 2017 and terminate August 4th, 2017.

Terms: The Patterson Foundation “TPF” will provide the following support for Summer Locations serving predominantly low-income families who fully participate in the SSBC. Full Participation includes:

1. Each location will appoint one SSBC Leader/Contact person. This person will be responsible for communicating all summer learning plans and reporting pertinent information to TPF.

2. All adults and counselors who will be interacting with the children participating in the SSBC will participate in an orientation/information session. TPF will work with Manatee County Parks & Natural Resources at G.T. Bray Park to determine date, time, and content included in the orientation/information session. Volunteers may be included, if Manatee County Parks & Natural Resources at G.T. Bray Park would like to have them participate.

3. All participating students will be provided with the official SSBC Log.

4. Manatee County Parks & Natural Resources at G.T. Bray Park will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, to students for reading the appropriate books. Manatee County Parks & Natural Resources at G.T. Bray Park will award the bracelets upon completion at Manatee County Parks & Natural Resources at G.T. Bray Park. (There will be a color system in place for the bracelets, one color for each book read up to 6 books.)

5. Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print at the Manatee County Parks & Natural Resources at G.T. Bray Park in at least one way. (For example: on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)
6. A culture of reading will be embraced and encouraged by all staff members interacting with the children. The emphasis will be on cultivating a love of reading. Experiential learning related to reading will be offered.

7. The contact at Manatee County Parks & Natural Resources at G.T. Bray Park will share their experiences each week during the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, each location will provide at least one blog entry about activities and experiences.) demonstrating how they are engaging students in a love of reading.

8. Manatee County Parks & Natural Resources at G.T. Bray Park will keep a record of all participating children, including the name of the school they will be attending in the fall, their school identification # (n-number), if available, and the number of books they have read. TPF will send a weekly survey to Manatee County Parks & Natural Resources at G.T. Bray Park each Friday to provide this and other information. Manatee County Parks & Natural Resources at G.T. Bray Park will respond to the survey by 6pm on each Friday.

9. Manatee County Parks & Natural Resources at G.T. Bray Park agrees to encourage honesty in the accurate accounting of books read. Manatee County Parks & Natural Resources at G.T. Bray Park will ask each student, staff member and volunteer to recite the following Integrity Pledge:

   **Integrity Pledge for students, staff, and educators:**

   I understand it is my responsibility to keep my brain, body, and character strong. I know that reading books over the summer is important for my brain and my future. I will keep a truthful record in this log of books I have read this summer. Watch as I build a better me!

10. Upon completing the Integrity Pledge, the student will receive a packet explaining the Suncoast Summer Reading Challenge which is to be shared with his/her parents.

11. Manatee County Parks & Natural Resources at G.T. Bray Park should strive to partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators in order to plan at least two summer reading activities each week of the program. An emphasis on engagement and fun is strongly recommended. Manatee County Parks & Natural Resources at G.T. Bray Park must present its list of partners to TPF prior to receiving the first support payment from TPF.

12. Support dollars received by TPF must be used to promote summer reading and may be used to compensate approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff or remedial educators.

13. Once a child has read 6 books at the appropriate level, Manatee County Parks & Natural Resources at G.T. Bray Park will give the child a golden bracelet. Information on students receiving golden bracelets will be sent to TPF electronically each Friday by
6:00pm during each week of the program. (TPF will send a weekly survey to Manatee County Parks & Natural Resources at G.T. Bray Park each Friday to provide this and other information. Manatee County Parks & Natural Resources at G.T. Bray Park will respond to the survey by 6:00pm on each Friday.)
ATTACHMENT: B
Payment for G.T. Bray Park

I. TPF will provide the following for fully participating Summer Locations:

1. Programs with more than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
   a. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $500 for each week the Manatee County Parks & Natural Resources at G.T. Bray Park program is in session. (For example a 6-week program with 30 or more children will receive $400 for orientation and $3,000 for the program, for a total of $3,400. Likewise, a 10-week program would receive $5,400.)

2. Summer programs with at least 10 but fewer than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
   a. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at G.T. Bray Park will receive $200 for each week the Manatee County Parks & Natural Resources at G.T. Bray Park program is in session. (For example a 6-week program with more than 10 but less than 30 children will receive $400 for orientation and $1,200 for the program, for a total of $1,600. Likewise, a 10-week program will receive $2,400.)

3. If all conditions are met, payments from TPF to Manatee County Parks & Natural Resources at G.T. Bray Park will be as follows: 50% on or around June 1, 2017 and 50% on or around July 20, 2017.

II. Bonus Pool: A bonus pool of $50,000 will be established by TPF and used as follows:

1. TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.

2. Incoming Kindergarten students will be given pre and post reading tests by the Summer Location. A common measurement tool will be used, and this tool will be determined by Summer Location, and approved by TPF.

3. The bonus pool of $50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.

4. The bonus pool will be split according to the number of Golden Bracelets awarded by each summer location over the summer. Summer Location will be allocated a % of the bonus pool.
5. If Summer Location’s students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.

6. If Summer Location’s students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.

7. If Summer Location’s students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.

8. If Summer Location’s students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.

9. If Summer Location’s students don’t on average lose any reading proficiency, Summer Location will receive 75% of their allocation.

10. If Summer Location’s students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.

11. If the Summer Location work weekly with AFTA Teaching Artists, Van Wezel Performing Arts Hall educators, or work with area libraries, 25% of the Bonus Dollars awarded to Summer Location will be shared with AFTA, the Van Wezel, or the Library Systems.

12. All bonus pool decisions will be final.

III. Communications: Manatee County Parks & Natural Resources at G.T. Bray Park agrees to abide by the TPF Public Relations Policy as described in Exhibit E.
ATTACHMENT: C

Program Description of John H. Marble Park

Program Name: Suncoast Summer Book Challenge 2017 ("SSBC")

Program Description: The SSBC is a program designed to encourage a culture of reading and summer learning. Any elementary school student in Manatee or Sarasota counties can participate.

Name of Location: Manatee County Parks & Natural Resources at John H. Marble Park

Address: 3675 53rd Avenue East, Bradenton, Florida 34203

Contact Name: Marcus Francis

Phone Number: 941.742.5923

Contact Email: Marcus.Francis@mymanatee.org

Program Duration: SSBC program shall have a begin date of June 5, 2017 and terminate August 4th, 2017.

Terms: The Patterson Foundation "TPF" will provide the following support for Summer Locations serving predominantly low-income families who fully participate in the SSBC. Full Participation includes:

1. Each location will appoint one SSBC Leader/Contact person. This person will be responsible for communicating all summer learning plans and reporting pertinent information to TPF.

2. All adults and counselors who will be interacting with the children participating in the SSBC will participate in an orientation/information session. TPF will work with Manatee County Parks & Natural Resources at John H. Marble Park to determine date, time, and content included in the orientation/information session. Volunteers may be included, if Manatee County Parks & Natural Resources at John H. Marble Park would like to have them participate.

3. All participating students will be provided with the official SSBC Log.

4. Manatee County Parks & Natural Resources at John H. Marble Park will award silicone bracelets, provided by the Suncoast Campaign for Grade-Level Reading, to students for reading the appropriate books. Manatee County Parks & Natural Resources at John H. Marble Park will award the bracelets upon completion at Manatee County Parks & Natural Resources at John H. Marble Park. (There will be a color system in place for the bracelets, one color for each book read up to 6 books.)

5. Students reaching 4 books read, 5 books read, 6 books read and beyond will be acknowledged in print at the Manatee County Parks & Natural Resources at John H. Marble Park in at least one way. (For example: on a bulletin board, on a poster, in a newsletter, in an electronic letter home or listed on a board.)
6. A culture of reading will be embraced and encouraged by all staff members interacting with the children. The emphasis will be on cultivating a love of reading. Experiential learning related to reading will be offered.

7. The contact at Manatee County Parks & Natural Resources at John H. Marble Park will share their experiences each week during the summer (For example: sharing photos, sharing anecdotes, frequent Facebook posts, each location will provide at least one blog entry about activities and experiences.) demonstrating how they are engaging students in a love of reading.

8. Manatee County Parks & Natural Resources at John H. Marble Park will keep a record of all participating children, including the name of the school they will be attending in the fall, their school identification # (n-number), if available, and the number of books they have read. TPF will send a weekly survey to Summer Location each Friday to provide this and other information. Summer Location will respond to the survey by 6pm on each Friday.

9. Manatee County Parks & Natural Resources at John H. Marble Park agrees to encourage honesty in the accurate accounting of books read. Manatee County Parks & Natural Resources at John H. Marble Park will ask each student, staff member and volunteer to recite the following Integrity Pledge:

**Integrity Pledge for students, staff, and educators:**

*I understand it is my responsibility to keep my brain, body, and character strong. I know that reading books over the summer is important for my brain and my future. I will keep a truthful record in this log of books I have read this summer. Watch as I build a better me!*

10. Upon completing the Integrity Pledge, the student will receive a packet explaining the Suncoast Summer Reading Challenge which is to be shared with his/her parents.

11. Manatee County Parks & Natural Resources at John H. Marble Park should strive to partner with approved AFTA teaching artists, Van Wezel Performing Arts Hall Educators, county librarians, or other approved trained educators in order to plan at least two summer reading activities each week of the program. An emphasis on engagement and fun is strongly recommended. Manatee County Parks & Natural Resources at John H. Marble Park must present its list of partners to TPF prior to receiving the first support payment from TPF.

12. Support dollars received by TPF must be used to promote summer reading and may be used to compensate approved AFTA teaching artists, Van Wezel Performing Arts Hall educators, authors, librarians, or dedicated reading staff or remedial educators.

13. Once a child has read 6 books at the appropriate level, Manatee County Parks & Natural Resources at John H. Marble Park will give the child a golden bracelet. Information on students receiving golden bracelets will be sent to TPF electronically each Friday by 6:00pm during each week of the program. (TPF will send a weekly survey to Summer Location each Friday to provide this and other information. Manatee County Parks &
Natural Resources at John H. Marble Park will respond to the survey by 6:00pm on each Friday.)
ATTACHMENT: D
Payment at John H. Marble Park

I. TPF will provide the following for fully participating Summer Locations:

1. Programs with more than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
   a. Manatee County Parks & Natural Resources at John H. Marble Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at John H. Marble Park will receive $500 for each week the Manatee County Parks & Natural Resources at John H. Marble Park program is in session. (For example a 6-week program with 30 or more children will receive $400 for orientation and $3,000 for the program, for a total of $3,400. Likewise, a 10-week program would receive $5,400.)

2. Summer programs with at least 10 but fewer than 30 children enrolled in the Suncoast Summer Reading Challenge: (The Summer Program must be open at least three days each week to qualify.)
   a. Manatee County Parks & Natural Resources at John H. Marble Park will receive $400 for conducting the staff orientation/information session; and
   b. Manatee County Parks & Natural Resources at John H. Marble Park will receive $200 for each week the Manatee County Parks & Natural Resources at John H. Marble Park program is in session. (For example a 6-week program with more than 10 but less than 30 children will receive $400 for orientation and $1,200 for the program, for a total of $1,600. Likewise, a 10-week program will receive $2,400.)

3. If all conditions are met, payments from TPF to Manatee County Parks & Natural Resources at John H. Marble Park will be as follows: 50% on or around June 1, 2017 and 50% on or around July 20, 2017.

II. Bonus Pool: A bonus pool of $50,000 will be established by TPF and used as follows:

1. TPF will obtain i-Ready reading data for each student from the last diagnostic test prior to summer and compare this to the first diagnostic when students return in the fall for all students, K-3, participating in the Suncoast Summer Reading Challenge.

2. Incoming Kindergarten students will be given pre and post reading tests by the Summer Location. A common measurement tool will be used, and this tool will be determined by Summer Location, and approved by TPF.

3. The bonus pool of $50,000 will be set aside to be awarded to fully participating Summer Locations based upon the K-3 i-Ready results of their students.

4. The bonus pool will be split according to the number of Golden Bracelets awarded by each summer location over the summer. Summer Location will be allocated a % of the bonus pool.
5. If Summer Location’s students lose equal to or less than an average of 2 months of reading proficiency, Summer Location will receive 10% of their allocation.

6. If Summer Location’s students lose equal to or less than an average of 1.5 months of reading proficiency, Summer Location will receive 20% of their allocation.

7. If Summer Location’s students lose equal to or less than an average of 1 month of reading proficiency, Summer Location will receive 30% of their allocation.

8. If Summer Location’s students lose equal to or less than an average of .5 months of reading proficiency, Summer Location will receive 40% of their allocation.

9. If Summer Location’s students don’t on average lose any reading proficiency, Summer Location will receive 75% of their allocation.

10. If Summer Location’s students on average gain reading proficiency over the Summer months, Summer Location will receive 100% of their allocation.

11. If the Summer Location work weekly with AFTA Teaching Artists, Van Wezel Performing Arts Hall educators, or work with area libraries, 25% of the Bonus Dollars awarded to Summer Location will be shared with AFTA, the Van Wezel, or the Library Systems.

12. All bonus pool decisions will be final.

III. Communications: Manatee County Parks & Natural Resources at John H. Marble Park agrees to abide by the TPF Public Relations Policy as described in Exhibit E.
The Patterson Foundation values working collaboratively with partners and vendors for ultimate impact. Part of being an active and engaged vendor means a mutual coordination of strategy, messaging and timing of communications efforts for a streamlined and consistent approach. To this end, we’ve created the following process to align efforts.

Partners should ensure their internal strategy aligns with this media procedure below, so all internal stakeholders know where to direct media inquiries:

**Media Inquiries and Interviews**

Direct all media inquiries and questions related to The Patterson Foundation to:
Roxanne Joffe: 941-685-5412 (cell) or rjoffe@magnifygood.com.

PLEASE NOTIFY VIA PHONE CALL FIRST and follow up via e-mail.

**Media Releases**

1. All press releases originating from The Patterson Foundation will be written and distributed by The Patterson Foundation communications partner, Magnify Good.

2. Use of The Patterson Foundation name and/or quotes from employees/initiative managers are not permitted without prior written approval from The Patterson Foundation. An email from TPF constitutes sufficient written approval.

3. To ensure the integrity of The Patterson Foundation and its media policy and strategy, please submit a draft of your press release and your distribution list for review prior to desired release date. Please email to bjacobs@magnifygood.com.

**Other Communications & Social Media**

Prior to engaging in any other publicity or communications, including social media activity (that includes without limitation texting, posting, blogging, Twitter, Facebook, and LinkedIn) referencing your work with The Patterson Foundation or mentioning The Patterson Foundation, please coordinate with TPF as noted above for approval.
Pursuant to the above Request for Legal Services, you have asked this office to review a memorandum of understanding ("MOU") between the County and The Patterson Foundation ("TPF") to facilitate the operation of the above program at certain County parks. I provide the following advice in response:

1. This office generally advises against the use of MOUs because they can give rise to legal questions as to their enforceability. We have made rare exceptions when warranted by unique factual situations. In this case, we advise that an MOU is not appropriate because the arrangement appears to require legally enforceable commitments of the parties. Accordingly, attached is a draft agreement prepared by this office, that can be utilized for the same purpose as the MOU.

2. By and large the agreement follows the MOU as far as the operation of the program and exchange of funds. Many of the business terms set forth in the body of the MOU are located in the various attachments to the agreement, consistently with the County's practices.

3. We have modeled the agreement off of an existing form used by the Neighborhood Services Department for analogous programs (summer camps, day cares, etc.). We did our best to retain those terms that appeared appropriate and exclude those that do not apply. Please be aware, however, that we have limited information regarding the program and its proposed operation at County parks. We ask that staff review the agreement and let us know if any of the business terms should be modified to better suit the proposed transaction. Please also consult with TPF as necessary.

Subject to the resolution of the issues described above, I have no objection from a legal standpoint to the agreement being scheduled for consideration and approval by the Board.

This concludes my responses to the RLSs.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.clague@mymanatee.org
REHABILITATION LOAN AGREEMENT

DATE: 4/24/18

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 of time 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 West Florida Contractors Inc., having an address of 551 Golf Links Ln, Longboat Key, FL 34228, 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:

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 $65,000.00, 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.

1.10 **Owner**: means the borrower of the Loan, [Robert Freeman] with a current mailing address of 1111 26th St Ct E., Palmetto, FL 34221.

1.11 **Plans**: means the proposal for work and work write-up prepared by [Stephen A. DiNicolantonio] and dated 3/26/2018, 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 1111 26th St Ct E., Palmetto, FL 34221.

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.

*Revised: 04/04/2009*
2.06 Monies to be paid to Contractor on behalf of Owner under this Agreement, together with such other funds in the amount of $Zero 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 any and 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:

Revised: 04/04/2009
DRAW # 1 -  

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

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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.

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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 I, 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 do 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 in excess of 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

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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.

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(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 any and 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 Matheny
Print Name: Kurt Matheny

Sign Name: Carmen Ruiz
Print Name: Carmen Ruiz

OWNER

By: Robert Freeman
Print Name: Robert Freeman

By: Robert Freeman
Print Name: 

Date of Execution: 4/23/18

COUNTY

COUNTY OF MANATEE, FLORIDA

By:

Geraldine Campos Lopez, Director
Manatee County Redevelopment and Economic Opportunity

Date of Execution: 4/24/18
COMMUNITY DEVELOPMENT BLOCK GRANT
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 Community Block Grant Subrecipient Funding Agreement for Public Services ("Agreement") is made and entered into as of this 10th day of April, 2018, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as "County" or "Grantee" or "Recipient"), 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").

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-17-084 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 Forty Thousand and 00/100 Dollars ($40,000.00) 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 April 1, 2018 through March 31, 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 March 1, 2018 and ending on February 28, 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 (6) months, for a maximum total of two (2) program 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: Howard Veltz, Board Chairman
Early Learning Coalition of Manatee County, Inc.
600 8th Avenue West
Palmetto, FL 34221

If by hand-delivery to Subrecipient: Howard Veltz, Board Chairman
Early Learning Coalition of Manatee County, Inc.
600 8th Avenue West
Palmetto, FL 34221

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: Sharon P. Oaks
Print Name: Sharon P. Oaks

Sign Name: Karen C. Holman
Print Name: Karen C. Holman

SUBRECIPIENT:

By: Howard Veltz, Board Chair

Print Name: Howard Veltz, Board Chair

DUNS #: 830342171

Email: hveltzcpa@yahoo.com

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: Geraldine C. Lopez, Director, Redevelopment and Economic Opportunity Department (per Resolution R-17-084)

Date of Execution: 4/10/18
EXHIBIT A

SUBRECIPIENT'S PROGRAM

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

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>$15,000.00</td>
</tr>
<tr>
<td>40 + 5 Training Course</td>
<td>$13,650.00</td>
</tr>
<tr>
<td>STEAM-Ed</td>
<td>$11,350.00</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 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:** 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>
</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>Adult Basic Education Teacher ($780.00/mo.)</td>
<td>$3,900.00</td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>GED Case Mgmt. $8.00/hr.</td>
<td>$2,400.00</td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>GED Job Placement/Career Counseling Services $22.00/hr.</td>
<td>$6,600.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Registration, Pre-TABE Test, Post-TABE Test $70.00/ea.</td>
<td>$2,100.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>40+5 Training Course Instructors ($30.00/hr)</td>
<td>$3,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40+5 Prescreening and Progress Monitoring $50.00/ea.</td>
<td>$1,500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40+5 Job Placement and Career Counseling Services $33.00/hr.</td>
<td>$4,950.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40+5 Course Books $35.00/ea.</td>
<td>$1,950.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40+5 Exam for Credentials $40.00/ea.</td>
<td>$1,200.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Background Check $75.00/ea.</td>
<td>$1,950.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEAM Instructor Team ($55.00/hr.)</td>
<td>$9,250.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEAM Lesson Literature</td>
<td>$2,100.00</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 Adult Education Classes to prepare for GED exam, a training course for child care workers, and STEAM-Ed for income qualified child care workers that are employed at a child care center located within one of the County's R/ECAPs, over the period of April 1, 2019 to March 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.
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. 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 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>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>
</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></th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
<th>R/ECAP Clients</th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
<th>R/ECAP Clients</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Racial &amp; Ethnicity Data</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>White</td>
<td></td>
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<tr>
<td>Black/African American</td>
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<tr>
<td>Asian</td>
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<tr>
<td>American Indian/Alaskan Native</td>
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<tr>
<td>Native Hawaiian or Other Pacific Islander</td>
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<tr>
<td>Black/African American &amp; White</td>
<td></td>
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<td></td>
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<tr>
<td>Asian &amp; White</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White</td>
<td></td>
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<tr>
<td>Other Multi-Racial</td>
<td></td>
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<tr>
<td><strong>2. Total</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Income Data</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extremely Low Income (0-30% AMI)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Very Low Income (31-5% AMI)</td>
<td></td>
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</tr>
<tr>
<td>Low Income (51-80% AMI)</td>
<td></td>
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</tr>
<tr>
<td><strong>3. Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Demographic Data</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Female Headed-Households</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled/Special Needs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<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 $_______________
Attachment C3
Quarterly Outcomes Report

Subrecipient Information
Subrecipient Name: ________________________________
Program Name: ________________________________
County Fiscal Year: __________________ Quarter Ending: ____________________

Outcome Information
Outcome Name: ________________________________
Outcome Statement: Of the ________________________________ clients anticipated to be served by the program during the fiscal year:
  a. ______ # will achieve ________________________________
  b. ______ # will achieve ________________________________

Outcome Milestones
______ clients have been served by this program
______ clients have met the target
______ clients are making progress toward the target
______ clients have met the following milestone(s):
____________________________________
____________________________________
____________________________________
______ clients have met the following milestone(s):
____________________________________
____________________________________
____________________________________

Are you hitting milestones at a rate that forecasts achieving the outcome by the end of the contract year?

Yes ___ No ___ Unsure ___

If no, or unsure, what will you do differently to achieve the outcome?__________________________
____________________________________
____________________________________
____________________________________

18
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 Simple Source for Child Care Education 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
2017-2018

Effective April 14, 2017

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

Manatee County Median Income: $65,500

<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% Extremely Low</td>
<td>$13,800</td>
<td>$16,200</td>
<td>$20,420</td>
<td>$24,600</td>
<td>$28,780</td>
<td>$32,960</td>
<td>$37,140</td>
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<td>50% Low</td>
<td>$22,950</td>
<td>$26,200</td>
<td>$29,500</td>
<td>$32,750</td>
<td>$35,400</td>
<td>$38,000</td>
<td>$40,650</td>
<td>$43,250</td>
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<tr>
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<td>$52,400</td>
<td>$56,600</td>
<td>$60,800</td>
<td>$65,000</td>
<td>$69,200</td>
</tr>
</tbody>
</table>
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.

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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<th>Client Name</th>
<th>Date</th>
<th>TOPIC 1</th>
<th>TOPIC 2</th>
<th>TOPIC 3</th>
<th>TOPIC 4</th>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td>Doe, Jane</td>
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<td>Smith, John*</td>
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<tr>
<td>Subtotal Hours</td>
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* Supporting Documentation Required: ___________________  

Total for Reimbursement: $
Manatee County Government
Acceptance of Gift and Donations
Property Valued at Less Than Ten Thousand Dollars ($10,000)

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<tr>
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<th>Value of Donation:</th>
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<td>500</td>
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<tr>
<td>Name of person or entity: Linda</td>
<td></td>
</tr>
<tr>
<td>Address: 4704 35th Ct E Bradenton, FL</td>
<td></td>
</tr>
<tr>
<td>Phone: 941-538-0644</td>
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</table>

<table>
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<th>Assigned or Credited to:</th>
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<tr>
<td>Location of Donation: Public Safety Building</td>
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<td></td>
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<table>
<thead>
<tr>
<th>Intended use of donation</th>
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<tbody>
<tr>
<td>DME Lending Closet</td>
<td></td>
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</table>

Director's Signature: [Signature]
Phone: [Number]

Send a signed and completed original to the County Administrator's office.

COUNTY ADMINISTRATOR’S Recommendation
☑ Accept ☐ Decline

Date: 6-13-18
Signature: [Signature]
Comments: [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
CONSTRUCTION LOAN AGREEMENT

DATE: 4/24/18

In consideration of the mutual agreements contained in this Construction 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 for the Improvements by Manatee County Government, which date must be on or before the last day of the Construction Period.

1.02 Construction Period: means the period of time in which construction activities occur in relation to the completion of the project, including but not limited to: demolition of the existing structure; site work; construction of the structure; all inspections, final site clean-up; receipt of Certificate of Occupancy; and all other activities necessary to complete the construction process. The time allotted for the Construction Period is 180 (One Hundred Eighty) days from the completion of the Preconstruction Period.

1.03 Contractor: means Cheaves Masonry & Construction, Inc. having an address of 1450 29th Street East, Palmetto, FL 34221, 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:

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 § 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 $150,000.00, 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 Maximum Time Allotment: The maximum time for the Preconstruction and Construction Periods is 225 (Two-Hundred Twenty-Five) days from the date of the Notice to Proceed.

1.10 Mortgage: means the Mortgage executed simultaneously herewith securing the Loan.
1.11 **Owner:** means the borrower of the Loan, **Sylvia Miller** with a current mailing address of 1207 72nd Street East, Rubonia, FL 34221

1.12 **Plans:** means the schedule of values, plans and specifications for the Improvements prepared by **Richard Cheaves**, and dated **3/28/2018**, 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.

1.13 **Preconstruction Period:** means the period of time before construction commences and activities including but not limited to: the preparation of plans and the review of such by the Homeowner and applicable municipality; survey work; preparation of all documents for permitting; and all other activities necessary to begin the Construction Period as defined in 1.02. The time allotted for the Preconstruction Period is 45 (Forty-Five) days from the date of the Notice to Proceed.

1.14 **Real Estate:** means the real property encumbered by the Mortgage, and more specifically described therein with an address of **as above**.

**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 (including clearing and grading) 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 construction of the Improvements shall be complete and a Certificate of Occupancy shall be issued for the Improvements on or before the last day of the Construction Period.

2.05 Each payment made under this Agreement shall be used solely for the construction on the Real Estate and payment for materials, labor, services, costs and expenses incurred in connection with the construction 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 $ **ZERO** available from Additional Lender or Owner, are sufficient to complete and pay for the construction 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 construction 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 construction 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 any and 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 construction 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 construction 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 construction 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 construction of the Improvements are of satisfactory quality. Any inspections performed by County or its agents during the construction 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 six 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:

DRAW #1 - (DEMOLITION AND RELATED SITE COSTS OF EXISTING SINGLE FAMILY STRUCTURE)

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 construction of the Improvements.
4.03 A copy of all necessary building permits for the demolition of the existing structure.

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 schedule of values, plans and specifications.

4.05 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 and related site costs, furnished in connection with the demolition and site preparation of the existing structure, 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 demolition.

4.06 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**

4.07 All provisions of 4.01 through and including 4.06 have been met, if applicable.

4.08 Builder's all risk insurance policy 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.

4.09 An original survey of the lot or foundation of the Real Estate.

4.10 The estimated remaining cost of construction in accordance with the Plans does not exceed the remaining balance of the Loan.

4.11 The construction of the Improvements shall be completed by the Completion Date.

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

4.13 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 construction 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.

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

DRAW #3

4.15 All provisions of 4.01 through and including 4.14 have been met.

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

DRAW #4

4.17 All provisions of 4.01 through and including 4.16 have been met.

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

ARTICLE V. CONDITIONS PRECEDENT TO FINAL CONSTRUCTION PAYMENT

DRAW #5

The making of the final construction payment 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 schedule of values.

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

Revised: 05/14/2009
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, specifying in detail the cost of all labor and materials furnished in connection with the construction 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) An update to County's title insurance policy, reflecting no liens or other adverse matters concerning the Real Estate, if required by County;

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

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

(g) Copy of original final survey showing all of the Improvements and certified as the final survey by the licensed Surveyor.

(h) An original termite soil treatment guarantee for the Real Estate.

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. CONSTRUCTION PROCESS

Owner and County agree that the following provisions are applicable throughout the construction 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 schedule of values attached hereto as Exhibit 2, 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 construction contract 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 construction of the Improvements is behind schedule so that it shall not be accomplished on or before the last day of the Construction Period, unless an extension request has been submitted and approved by County prior to construction expiration period.

(e) A "red tag" or other evidence that the construction 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 construction 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 the requests for payments of Draws #1 through #5. 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 request for payment of retainage.

6.07 In the event County has not received copies of any notices to Owner or claims of lien at the time of 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, material men
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 construction 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 construction of the
Improvements.

7.02 If more than one person is named as Owner herein, County may make retention 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 construct the Improvements with reasonable dispatch or the discontinuance
of construction 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 in excess of thirty (30) days.

(d) The default by any party under the construction contract 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 construct 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 Construction 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 construction of the Improvements is not complete on or before the last day of the Construction Period or extended Construction Period.

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

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

(s) The failure of the Owner to grant the Contractor adequate and sufficient access to the property, at all times, in order to complete the construction 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.

(t) Interference by the Owner with the contractor, subcontractors, suppliers, laborers, or any other persons necessary to perform the construction work. Any person scheduled and assigned by the contractor shall be unhindered and harassed in the performance of their duties. Interference by the Owner with the contractor, subcontractors, suppliers, laborers or any other necessary persons providing construction 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 advanced under the Loan and/or pursuant to this Agreement which are then unpaid, together with any and 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(e), 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 construction of the Improvements.

(f) To do each and every act with respect to construction 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 construction 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 INTEENTIONALLY 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: Carmen Ruiz
Print Name: Carmen Ruiz

Sign Name: Kurt McTighe
Print Name: Kurt McTighe

OWNER

By: Sylvia Miller
Print Name: Sylvia Miller

By:
Print Name:

Date of Execution: 4/24/18

COUNTY
COUNTY OF MANATEE, FLORIDA

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

Date of Execution: 4/24/18
June 13, 2018

Ms. Sarah Brown
Manatee County Animal Services
302 25th St W
Palmetto, FL 34221

Dear Sarah:

It is my pleasure to enclose our check #5075 in the amount of $20,000.00, which represents Grant #20184932. This grant is to support the New Hope Coordinator position from the Bill and Maryann Vinall Fund of the Manatee Community Foundation. Accepting the grant certifies to the foundation that this does not satisfy a pledge or that no private individual, including the donor(s), receives private benefits, goods or service from this award.

Also, enclosed please find a grant contract that we ask you to sign and return in the enclosed envelope. Please make a note to submit the reports pursuant to line item number three (3) on the contract.

We applaud the services that Manatee County Animal Services provides in the Manatee community and look forward to learning of your continued success.

If you have any questions about this letter, please contact me at (941)-747-7765 or by email at SBowie@ManateeCF.org.

Sincerely,

[Signature]

Susie Bowie
Executive Director

Enclosed check #5075
Manatee Community Foundation
Grant Contract

We are pleased to be able to award a Grant to your organization. This grant is for the explicit purpose described below and is subject to your acceptance of the following conditions. Please read these terms carefully to assure that there is mutual understanding as to the purpose of the Grant.

PLEASE RETURN A SIGNED COPY OF THE GRANT CONTRACT TO THE COMMUNITY FOUNDATION. Keep a copy for your records.

Grant #: 20184932

Grantee: Manatee County Government / Manatee County Animal Services

Grantee Address: 305 25 Street West, Palmetto, FL 34221

Amount of Grant: $20,000.00

Date Approved: 06/05/2018

Name of Fund: Bill and Maryann Vinall Fund

Grant purpose: Funding is to support the New Hope Coordinator position - a proactive community liaison, charged with a variety of tasks, all designed to utilize our community's resources to move pets out of the shelter as well as to keep them from being surrendered to the shelter in the first place.

Grant Period: 1 year

Payment schedule: One Check

Special conditions of grant: n/a

1. Expenditure of Grant Funds

This grant is to be used only for the purpose described above and in accordance with the approved budget. The project or program is subject to modification only with MCF's prior written approval.

A. The grantee shall return to the Manatee Community Foundation any unexpended funds.
1. at the end of the grant period, or
2. if the Manatee Community Foundation determines that the grantee has not performed in accordance with this agreement and approved budget/program, or
3. if the grantee loses its exemption from Federal income taxes under Section 501(c)(3) or 580(a)(3) of the Internal Revenue Code

B. No funds provided by the Manatee Community Foundation may be used for any political campaign, or to support attempts to influence legislation by any governmental body.
C. Unless specifically authorized by the Manatee Community Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date.

D. The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

2. Public Announcements

A. The Grantee agrees to make a public announcement of this grant.
B. A copy of any press release must be sent to the Manatee Community Foundation for approval before it is sent to the media.
C. Announcements in grantee newsletter or brochure must be approved by the Manatee Community Foundation in advance and copies will be provided to the Foundation. Reproductions of the Manatee Community Foundation logo will be supplied when requested.
D. The exact wording of any press must give precise credit to the Bill and Maryann Vinall Fund of the Manatee Community Foundation.

3. Reports to the Community Foundation: Grantee will furnish MCF with a written report after 12 months with details of outcomes accomplished over the year.

4. Limit of Commitment: Unless otherwise stipulated in writing, this grant is made with the understanding that the Manatee Community Foundation has no obligation to provide other or additional support to the grantee.

5. Compliance with Law: This grant is intended to be in compliance with current and applicable laws and pursuant to the provisions of the Internal Revenue Code, as amended, and the regulations issued there under pertaining to charitable organizations, and the terms of this Grant Letter shall be construed accordingly.

Grantee Acceptance of this contract:

I accept this Grant and agree to the terms as outlined in this grant contract.

________________________________________  ______________________________________
Signature of Authorized Representative  Title

________________________________________
Date
Manatee Community Foundation  
Report of Grant Expenditure: New Hope Coordinator Position

1. Organization name, address, and email address

2. Amount of grant

3. Description of grant

4. Name and telephone number of person administering the grant

5. A financial accounting of how the funds were expended including receipts and invoices (of expenditures over $500) signed by a person with fiscal authority – Treasurer, CFO, CEO.

6. Results First focuses on achievements vs. activities. Please address the following:
   - Tell us about the population of animals you served, the number served that received a specified gain, and what gain they made as a result of the new position funded.
   - From the results you achieved, did you achieve more or less than what you expected?
   - Describe what your organization learned as a result of the work funded through this grant.
   - Please share any broader impacts that were created for participants or your organization due to this funding.

7. A candid assessment of the strengths of your current operational structure and barriers to success.

8. Provide an explanation of changes you are making or considering as a result of analyzing the results of the position funded by this grant.

9. Attach publicity generated from or for your organization about this grant award. Enclose newspaper clippings, newsletter articles, photos, social media posts, etc. about the grant award in addition to announcements about the results you achieved. If you did not publicize this grant, please state your plan for doing so at this time.

11. A story or anecdote about someone or some group that has experienced a positive outcome because of the grant.

12. Please describe Manatee County's plan to provide sustainable funding for this position going forward.

Please call Susie Bowie at (941) 556-5444 if you have any questions.

Mail completed report to: Manatee Community Foundation  
2820 Manatee Avenue West  
Bradenton, FL 34205
THE COMMUNITY FOUNDATION OF SARASOTA INC.

11910  Manatee County Government  06/08/2018  005075

20184932  06/05/2018  To support the New Hope Coordinator position
        MCF158  Bill and Maryann Vinall Fund

DISBURSED FROM A FUND OF THE:

MCF
MANATEE COMMUNITY FOUNDATION
2820 MANATEE AVENUE W.
BRADENTON, FL 34205

CHECK TOTAL:  $****20,000.00

* Twenty Thousand and no/100 *

PAY TO THE ORDER OF:
Manatee County Government
ATTN: Ms. Brenda Rogers
P.O. Box 1000
Bradenton, FL 34206-1000

Bank of America.
ACH # 082102277
63.4/630

DATE
06/08/2018

AMOUNT
$****20,000.00

AUTHORIZED SIGNATURE

5075
# 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>Suction Machine</th>
<th>Date Received: 4/24/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donor Information</td>
<td>Name of person or entity: Julian Rangel Hernandez</td>
<td>Value of Donation: $139</td>
</tr>
<tr>
<td></td>
<td></td>
<td>E-mail:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone: 941-465-5748</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Address: 1011 57th Ave Dr E Bradenton, FL 34203</td>
</tr>
<tr>
<td>Assigned or Credited to:</td>
<td>Department: Public Safety</td>
<td>Division: Community Paramedicine</td>
</tr>
<tr>
<td></td>
<td>Account Key: 0010007103</td>
<td>Account Name: Community Paramedicine</td>
</tr>
<tr>
<td></td>
<td>Location of Donation: Public Safety Center</td>
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</tr>
<tr>
<td>Limitations on use</td>
<td>Yes</td>
<td>If yes, specify:</td>
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<tr>
<td></td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Intended use of donation</td>
<td>DME Lending Closet</td>
<td></td>
</tr>
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</table>

**Director's Signature:** [Signature]

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
COMMUNITY DEVELOPMENT BLOCK GRANT
AMENDMENT TWO
MEMORANDUM of UNDERSTANDING
FOR
26TH STREET EAST SIDEWALKS PROJECT

THIS IS AMENDMENT NUMBER TWO 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 December 28, 2018.

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.
April 3, 2018

Ms. Geraldine Lopez, CECd, Director
Redevelopment and Economic Opportunity
Manatee County Government
1112 Manatee Avenue West Suite 510
Bradenton, FL 34205

Re: Manatee County 2018-2019 Annual Action Plan Assistance - RFP# 16-2409GD – Change Order 1 to WA #W1800180

Dear Ms. Lopez:

Thank you for allowing Wade Trim the opportunity to submit Change Order #1 related to the 2018 Annual Action Plan. Based on correspondence with your staff, it is our understanding that the County is interested in Wade Trim assisting with the completion of the entire 2018 Annual Action Plan opposed to partial assistance as outlined in Wade Trim’s January 8, 2018 proposal. Given that completion of the entire Annual Action Plan was not incorporated into our previous scope of services, we have determined that a change order in the amount of $7,820 will need to be executed in order to expand our scope.

The requested change order will amend the 2018 Annual Action Plan not-to-exceed amount under Task 2.0 from $4,600 to $11,500 and Task 3.0 from $3,100 to $4,020.

If you have any questions related to this request please contact me at (813) 882-4373 or jsmith@wadetrtrim.com. We look forward to our continued working relationship with Manatee County.

Sincerely,

WADE TRIM, INC.

JTS:kmk
AAA 8140.18D

Attachments
Revised Exhibit "A"
Manatee County 2018/2019 Annual Action Plan

<table>
<thead>
<tr>
<th>Project Tasks</th>
<th>Jason Smith, AICP</th>
<th>Production/Admin/Clerical</th>
<th>TOTAL TASK COST</th>
<th>TOTAL TASK HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Professional Planner II</td>
<td>Project Aide II</td>
<td></td>
<td></td>
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<tr>
<td>RATE:</td>
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<td>$85.00</td>
<td></td>
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<tr>
<td>MH</td>
<td>COST</td>
<td>MH</td>
<td>COST</td>
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<td>Task 1.0 Initial Project Meeting</td>
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<td>Subtotal for Task 1.0</td>
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<td>Task 2.0 Annual Action Plan</td>
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<td>$680</td>
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<td>Subtotal for Task 2.0</td>
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<td>Task 3.0 Final Adoption and Production</td>
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<td>Subtotal for Task 3.0</td>
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<td>TOTAL LABOR FEE</td>
<td>134</td>
<td>$15,410</td>
<td>4</td>
<td>$340</td>
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</table>

*Consultant shall perform tasks as specifically detailed in the attached Scope of Services and Work Breakdown Detail in Exhibit A. Hours in Exhibit A are estimated hours needed. Hours may vary given current workload and employee availability. Proposed fee will not be exceeded if project stays within proposed Scope of Services.
<table>
<thead>
<tr>
<th>Labor Cost Classification Code</th>
<th>Title</th>
<th>2016 Rate Per Hour</th>
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<tr>
<td>236</td>
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<tr>
<td>233</td>
<td>Engineer III</td>
<td>$130.00</td>
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<tr>
<td>232</td>
<td>Engineer II</td>
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<tr>
<td>231</td>
<td>Engineer I</td>
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<tr>
<td>245</td>
<td>Professional Planner III</td>
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<tr>
<td>245</td>
<td>Professional Planner II</td>
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<td>Planner III</td>
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<td>256</td>
<td>Prof. Landscape Architect III</td>
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<td>266</td>
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<td>Scientist III</td>
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<td>Scientist II</td>
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<td>Scientist I</td>
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<td>Surveyor III</td>
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<td>786</td>
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<td>785</td>
<td>Survey Technician V</td>
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</tr>
<tr>
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<td>Survey Technician IV</td>
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<td>783</td>
<td>Survey Technician III</td>
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<tr>
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<tr>
<td>716</td>
<td>Construction Technician VI</td>
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<td>715</td>
<td>Construction Technician V</td>
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<td>726</td>
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<td>725</td>
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<td>735</td>
<td>Engineering Specialist I</td>
<td>$140.00</td>
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</table>
### Wade Trim Billing Rate Schedule

**Municipal Services**  
**With Equipment Billed Separately**  
**Effective January 2016**

<table>
<thead>
<tr>
<th>Code</th>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
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<td>734</td>
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<td>731</td>
<td>Engineering Technician I</td>
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<tr>
<td>748</td>
<td>Building Project Manager</td>
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<tr>
<td>745</td>
<td>Building Official</td>
<td>$100.00</td>
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<tr>
<td>744</td>
<td>PA 54 Inspector III</td>
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<tr>
<td>743</td>
<td>PA 54 Inspector II</td>
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<tr>
<td>742</td>
<td>PA 54 Inspector I</td>
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<tr>
<td>741</td>
<td>Code Enforcement Officer</td>
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</tr>
<tr>
<td>756</td>
<td>Project Specialist III/Manager</td>
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<td>755</td>
<td>Project Specialist II</td>
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<td>753</td>
<td>Project Alide III</td>
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<td>Principal</td>
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<tr>
<td>441</td>
<td>Apprentice Electrician</td>
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Outside expenses and subconsultants at cost times 1.15.

Special billing rates will apply in matters requiring expert witnesses or other consulting as it relates to legal matters.

Reviewed and Revised Annually

### Other Direct Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Computer Aided Design &amp; Drafting (CADD)</td>
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<tr>
<td>Survey Equipment</td>
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<td>Robotic Survey Equipment</td>
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<tr>
<td>GPS Equipment</td>
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<td>SSES - Includes Van and Standard Equipment</td>
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<tr>
<td>SSES - Equipment (Van and Miscellaneous)</td>
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<td>Daily Vehicle Charge</td>
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<tr>
<td>Field Vehicle</td>
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<tr>
<td>Truax Densometer</td>
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<tr>
<td>Cylinder Breaking</td>
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<td>Concrete Testing Equipment</td>
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<td>Photocopies</td>
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<td>Color Copies</td>
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<tr>
<td>Color Printer (per print)</td>
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<tr>
<td>OCE Printer</td>
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<tr>
<td>OCE Printer/Mylars</td>
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<tr>
<td>Travel</td>
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<td>Laptop Computers</td>
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<td>Flow Meter (single site)</td>
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<td>Flow Meter (dual site)</td>
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<td>Sampler (monthly)</td>
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<td>Sextrometer</td>
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<tr>
<td>Rain Gauge (monthly)</td>
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<tr>
<td>Recorder (monthly)</td>
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</table>
MANATEE COUNTY
2018-2019 Annual Action Plan
Work Assignment Number: RFP#16-2409GD-002
(Revised)

Pursuant to the Manatee County, Florida, Agreement for Professional Consulting Services for Federally Funded Projects entered into by and between the COUNTY OF MANATEE, hereinafter referred to as the "County" and WADE TRIM, INC., hereinafter referred to as the "Consultant", a determination has been made by the County that there is a need for the performance of or rendering of services by the Consultant of a certain "Work Assignment" under the purview of said Contract, and the Consultant is hereby authorized to perform or render the particular services of work described as follows:


PHASES AND/OR TASKS OF CONSULTING SERVICES AUTHORIZED:
Consultant shall perform tasks as more specifically detailed in the attached Scope of Services and Work Breakdown Detail in Revised Exhibit A (hours in Revised Exhibit A are estimated work hours needed and may vary given current workload and employee availability).

   Task 1 – Initial Project Meeting – NO CHANGE
   Task 2 – Annual Action Plan
   Task 3 – Final Adoption and Production

Compensation to the Consultant for rendering all of the above identified services and products shall not exceed $15,750. Compensation for the amounts shall not exceed the amounts set forth as follows:

   Task 1 - $230.00 – NO CHANGE
   Task 2 - $11,500.00
   Task 3 - $4,020.00

Attendance at additional meetings and work not outlined in the scope can be negotiated at the time of the request.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the task completed.

COUNTY may authorize, in writing, in advance, adjustments in the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

The Consultant agrees to perform or render services in accordance with Agreement for Professional Consulting Services for Federally Funded Projects, and this Work Assignment.

CONSULTANT
WADE TRIM, INC.
RECOMMENDED BY MANATEE COUNTY REDEVELOPMENT AND ECONOMIC OPPORTUNITY DEPARTMENT:

County of Manatee

Authority to execute this contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/09 Revised 8/10/09.

BY:

Theresa Webb, Purchasing Official
REHABILITATION LOAN AGREEMENT

DATE: 4/24/18

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 of time 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 Remco Builders, Inc., having an address of 2518 26th St W, Bradenton, FL 34205, 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: ________.

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 $65,000, 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, David & Laverne Scavella with a current mailing address of 6309 8th Ct. E, Bradenton, FL 34205.

1.11 Plans: means the proposal for work and work write-up prepared by Todd Radebach, and dated March 30, 2018, 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 6309 8th Court E, Bradenton, FL, 34209.

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 $0 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 any and 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:

Revised: 04/04/2009
DRAW #1 –

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 Workplace 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.
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 do 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 in excess of 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.
(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 uninterrupted 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 any and 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.

Revised: 04/04/2009
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: [Signature]
Print Name: Kurt Martinez

Sign Name: [Signature]
Print Name: Carmen Ruiz

OWNER

By: [Signature]
Print Name: David Scavella

By: [Signature]
Print Name: Laverne Scavella

Date of Execution: 4/23/10

COUNTY

COUNTY OF MANATEE, FLORIDA

By: [Signature]
Geraldine Campos Lopez, Director
Manatee County Redevelopment and Economic Opportunity

Date of Execution: 4/24/10
REHABILITATION LOAN AGREEMENT

DATE: 4/24/18

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 of time 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 West Florida Contractors Inc., having an address of 551 Golf Links Ln, Longboat Key, FL 34228, 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:______.

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 $65,000.00, 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.

Revised: 04/04/2009
1.09 **Mortgage:** means the Mortgage executed simultaneously herewith securing the Loan.

1.10 **Owner:** means the borrower of the Loan, __Robert Freeman__ with a current mailing address of __1111 26th St Ct E., Palmetto, FL 34221__.

1.11 **Plans:** means the proposal for work and work write-up prepared by __Stephen A. DiNicolantonio__ and dated __3/26/2018__, 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 __1111 26th St Ct E., Palmetto, FL 34221__.

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 $Zero 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: (i) 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 any and 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 count 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
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:

Revised: 04/04/2009
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 do 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 lienable.

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 in excess of 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

Revised: 04/04/2009
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 any and 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: [Signature]
Print Name: Kurt Matheny

Sign Name: [Signature]
Print Name: Carmen Ruiz

OWNER

By: Robert Freeman
Print Name: Robert Freeman

Date of Execution: 4/23/18

COUNTY

COUNTY OF MANATEE, FLORIDA

By: [Signature]
Geraldine Campos Lopez, Director
Manatee County Redevelopment and
Economic Opportunity

Date of Execution: 4/24/18
COMMUNITY DEVELOPMENT BLOCK GRANT
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 Community Block Grant Subrecipient Funding Agreement for Public Services ("Agreement") is made and entered into as of this 10th day of April, 2018, by and between Manatee County, a political subdivision of the State of Florida (hereinafter referred to as "County" or "Grantee" or "Recipient"), 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").

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-17-084 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 Forty Thousand and 00/100 Dollars ($40,000.00) 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 April 1, 2018 through March 31, 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 March 1, 2018 and ending on February 28, 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 (6) months, for a maximum total of two (2) program 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: Howard Veltz, Board Chairman Early Learning Coalition of Manatee County, Inc. 600 8th Avenue West Palmetto, FL 34221

If by hand-delivery to Subrecipient: Howard Veltz, Board Chairman Early Learning Coalition of Manatee County, Inc. 600 8th Avenue West Palmetto, FL 34221

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 accruing 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:  
Sign Name:  
Print Name:  

SUBRECIPIENT:
By:  
Print Name: Howard Veltz, Board Chair
DUNS #: 830342171
Email: hveltzcpa@yahoo.com

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

Date of Execution: 4/10/18
EXHIBIT A

SUBRECIPIENT’S PROGRAM

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

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>$15,000.00</td>
</tr>
<tr>
<td>40 + 5 Training Course</td>
<td>$13,650.00</td>
</tr>
<tr>
<td>STEAM-Ed</td>
<td>$11,350.00</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 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: 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>
</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>Adult Basic Education Teacher ($780.00/mo.)</td>
<td>$3,900.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GED Case Mgmt. $8.00/hr.</td>
<td>$2,400.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GED Job Placement/Career Counseling Services $22.00/hr.</td>
<td>$6,600.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Registration, Pre-TABE Test, Post-TABE Test $70.00/ea.</td>
<td>$2,100.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40+5 Training Course Instructors ($30.00/hr)</td>
<td>$3,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 + 5 Prescreening and Progress Monitoring $50.00/ea.</td>
<td>$1,500.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 + 5 Job Placement and Career Counseling Services $33.00/hr.</td>
<td>$4,950.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 + 5 Course Books $35.00/ea.</td>
<td>$1,050.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 + 5 Exam for Credentials $40.00/ea.</td>
<td>$1,200.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Student Background Check $78.00/ea.</td>
<td>$1,950.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEAM Instructor Team ($55.00/hr.)</td>
<td>$9,250.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEAM Lesson Literature</td>
<td>$2,100.00</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 Adult Education Classes to prepare for GED exam, a training course for child care workers, and STEAM-Ed for income qualified child care workers that are employed at a child care center located within one of the County’s R/ECAPs, over the period of April 1, 2019 to March 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.
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. 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 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

15
## PROGRAM INFORMATION SUMMARY REPORT

**Total persons/households served year-to-date**

### Annual goal

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

### Racial & Ethnicity Data

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

### 2. Total

### Income Data

<table>
<thead>
<tr>
<th></th>
<th># of new clients</th>
<th>Total # of clients</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>this period</td>
<td>year-to-date</td>
</tr>
<tr>
<td>Extremely Low Income (0-30% AMI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Very Low Income (31-5-% AMI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Income (51-80% AMI)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 3. Total

### Other Demographic Data

<table>
<thead>
<tr>
<th></th>
<th># of new clients</th>
<th>Total # of clients</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>this period</td>
<td>year-to-date</td>
</tr>
<tr>
<td>Female Headed-Households</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled/Special Needs</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 $______________
Attachment C3
Quarterly Outcomes Report

Subrecipient Information
Subrecipient Name: ____________________________
Program Name: _______________________________
County Fiscal Year: __________________________ Quarter Ending: __________________________

Outcome Information
Outcome Name: ______________________________
Outcome Statement: Of the __________________________ clients anticipated to be served by the program during the fiscal year:
  a. ______ # will achieve __________________________

  b. ______ # will achieve __________________________

Outcome Milestones
____ clients have been served by this program
____ clients have met the target
____ clients are making progress toward the target
____ clients have met the following milestone(s):_____________________________________

________________________________________________________________________

____ clients have met the following milestone(s):____________________________________

________________________________________________________________________

Are you hitting milestones at a rate that forecasts achieving the outcome by the end of the contract year?

Yes ___ No ___ Unsure ___

If no, or unsure, what will you do differently to achieve the outcome?________________________

________________________________________________________________________

________________________________________________________________________
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 Simple Source for Child Care Education 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**  
**2017-2018**

Effective **April 14, 2017**

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

**Manatee County Median Income: $65,500**

<table>
<thead>
<tr>
<th>Income Level</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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<tr>
<td>30% Extremely Low</td>
<td>$13,800</td>
<td>$16,200</td>
<td>$20,420</td>
<td><strong>$24,600</strong></td>
<td>$28,780</td>
<td>$32,960</td>
<td>$37,140</td>
<td>$41,320</td>
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<tr>
<td>50% Low</td>
<td>$22,950</td>
<td>$26,200</td>
<td>$29,500</td>
<td><strong>$32,750</strong></td>
<td>$35,400</td>
<td>$38,000</td>
<td>$40,650</td>
<td>$43,250</td>
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<tr>
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<td>$36,700</td>
<td>$41,950</td>
<td>$47,200</td>
<td><strong>$52,400</strong></td>
<td>$56,600</td>
<td>$60,800</td>
<td>$65,000</td>
<td>$69,200</td>
</tr>
</tbody>
</table>
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
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): 

30
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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<th>Date</th>
<th>TOPIC 1</th>
<th>TOPIC 2</th>
<th>TOPIC 3</th>
<th>TOPIC 4</th>
<th>Total Hours</th>
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<td>Doe, Jane</td>
<td>MM/DD/YY  YY</td>
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<td># of</td>
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<td>Participants - 6</td>
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</tbody>
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Subtotal Hours

X Rate – $ 0.00

Total for Reimbursement $

* Supporting Documentation Required ____________________________________________
REHABILITATION LOAN AGREEMENT

DATE: 5-18-18

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 of time 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 West Florida Contractors, Inc., having an address of 551 Golf Links Lane, Longboat Key, FL 34228, 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:

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 $65,000.00, 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.
1.10 Owner: means the borrower of the Loan, Lorraine Crawford with a current mailing address of 2611 4th Avenue East, Palmetto, FL 34221.

1.11 Plans: means the proposal for work and work write-up prepared by, and dated April 15, 2018, 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 2611 4th Avenue East, Palmetto, FL 34221.

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.

Revised: 04/04/2009
2.06 Monies to be paid to Contractor on behalf of Owner under this Agreement, together with such other funds in the amount of $ Zero, 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 any and 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
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:
DRAW #1 –

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

Revised: 04/04/2009
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.
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 do 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 in excess of 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.
(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 retaining 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 any and 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: Debbee Cremer  
Print Name: Debbee Cremer

Sign Name:  
Print Name: Johnny Campbell

OWNER

By:  
Print Name: Lorraine Crawford

By:

Print Name: 

Date of Execution: 5/3/18

COUNTY

COUNTY OF MANATEE, FLORIDA

Sign Name:  
Print Name: Debbee Cremer

By: 

Date of Execution: 5/10/18

Geraldine Campos Lopez, Director
Manatee County Redevelopment and Economic Opportunity
CONSTRUCTION LOAN AGREEMENT

DATE: 5/25/18

In consideration of the mutual agreements contained in this Construction 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 for the Improvements by Manatee County Government, which date must be on or before the last day of the Construction Period.

1.02 Construction Period: means the period of time in which construction activities occur in relation to the completion of the project, including but not limited to: demolition of the existing structure; site work; construction of the structure; all inspections, final site clean-up; receipt of Certificate of Occupancy; and all other activities necessary to complete the construction process. The time allotted for the Construction Period is 180 (One Hundred Eighty) days from the completion of the Preconstruction Period.

1.03 Contractor: means Cheaves Masonry and Construction, having an address of 1450 29th St E Palmetto, FL 34221, 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:

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 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 $150,000.00, 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 Maximum Time Allotment: The maximum time for the Preconstruction and Construction Periods is 225 (Two-Hundred Twenty-Five) days from the date of the Notice to Proceed.

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

Revised: 05/14/2009
1.11 **Owner:** means the borrower of the Loan, Chris Dunbar with a current mailing address of 306 16th Street West, Palmetto, FL 34221

1.12 **Plans:** means the schedule of values, plans and specifications for the Improvements prepared by Richard Cheaves, and dated May 9, 2018, 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.

1.13 **Preconstruction Period:** means the period of time before construction commences and activities including but not limited to: the preparation of plans and the review of such by the Homeowner and applicable municipality; survey work; preparation of all documents for permitting; and all other activities necessary to begin the Construction Period as defined in 1.02. The time allotted for the Preconstruction Period is 45 (Forty-Five) days from the date of the Notice to Proceed.

1.14 **Real Estate:** means the real property encumbered by the Mortgage, and more specifically described therein with an address of 306 16th Street West, Palmetto, FL 34221.

**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 (including clearing and grading) 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 construction of the Improvements shall be complete and a Certificate of Occupancy shall be issued for the Improvements on or before the last day of the Construction Period.

2.05 Each payment made under this Agreement shall be used solely for the construction on the Real Estate and payment for materials, labor, services, costs and expenses incurred in connection with the construction 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 $ ZERO available from Additional Lender or Owner, are sufficient to complete and pay for the construction of the Improvements.

*Revised: 03/4/2009*
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 construction 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 construction 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 any and 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 construction 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 construction 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 construction of the

Revised: 05/14/2009
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 construction of the Improvements are of satisfactory quality. Any inspections performed by County or its agents during the construction 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 six 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:

**DRAW # 1 - (DEMOLITION AND RELATED SITE COSTS OF EXISTING SINGLE FAMILY STRUCTURE)**

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 construction of the Improvements.
4.03 A copy of all necessary building permits for the demolition of the existing structure.

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 schedule of values, plans and specifications.

4.05 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 and related site costs, furnished in connection with the demolition and site preparation of the existing structure, 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 demolition.

4.06 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

4.07 All provisions of 4.01 through and including 4.06 have been met, if applicable.

4.08 Builder's all risk insurance policy 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.

4.09 An original survey of the lot or foundation of the Real Estate.

4.10 The estimated remaining cost of construction in accordance with the Plans does not exceed the remaining balance of the Loan.

4.11 The construction of the Improvements shall be completed by the Completion Date.

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

4.13 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 construction 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.

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

DRAW #3

4.15 All provisions of 4.01 through and including 4.14 have been met.

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

DRAW #4

4.17 All provisions of 4.01 through and including 4.16 have been met.

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

ARTICLE V. CONDITIONS PRECEDENT TO FINAL CONSTRUCTION PAYMENT

DRAW #5

The making of the final construction payment 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 schedule of values.

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 construction 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 construction of the Improvements has been in accordance with the Plans and satisfactory evidence thereof has been furnished to County, and any change orders for construction of the Improvements have been approved in writing by County.
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, specifying in detail the cost of all labor and materials furnished in connection with the construction 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) An update to County's title insurance policy, reflecting no liens or other adverse matters concerning the Real Estate, if required by County;

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

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

(g) Copy of original final survey showing all of the Improvements and certified as the final survey by the licensed Surveyor.

(h) An original termite soil treatment guarantee for the Real Estate.

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. CONSTRUCTION PROCESS

Owner and County agree that the following provisions are applicable throughout the construction 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 schedule of values attached hereto as Exhibit 2, 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 construction contract 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 construction of the Improvements is behind schedule so that it shall not be accomplished on or before the last day of the Construction Period, unless an extension request has been submitted and approved by County prior to construction expiration period.

(e) A "red tag" or other evidence that the construction 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 construction 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 the requests for payments of Draws #1 through #5. 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 request for payment of retainage.

6.07 In the event County has not received copies of any notices to Owner or claims of lien at the time of 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, material men 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 construction 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 construction 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 construct the Improvements with reasonable dispatch or the discontinuance of construction 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 in excess of thirty (30) days.

(d) The default by any party under the construction contract 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 construct 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 Construction 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 construction of the Improvements is not complete on or before the last day of the Construction Period or extended Construction Period.

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

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

(s) The failure of the Owner to grant the Contractor adequate and sufficient access to the property, at all times, in order to complete the construction 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.

(t) Interference by the Owner with the contractor, subcontractors, suppliers, laborers, or any other persons necessary to perform the construction work. Any person scheduled and assigned by the contractor shall be unhindered and harassed in the performance of their duties. Interference by the Owner with the contractor, subcontractors, suppliers, laborers or any other necessary persons providing construction 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 advanced under the Loan and/or pursuant to this Agreement which are then unpaid, together with any and 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(e), 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 construction of the Improvements.

(f) To do each and every act with respect to construction 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 construction 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 Metting
Print Name: Kurt Metting

Sign Name: Johnny Campbell
Print Name: Johnny Campbell

OWNER

By: Chris Dunbar
Print Name: Chris Dunbar

By: __________________________________________
Print Name: __________________________________________
Date of Execution: 5/22/2010

COUNTY
COUNTY OF MANATEE, FLORIDA

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

Date of Execution: 5/25/10
CONSTRUCTION LOAN AGREEMENT

DATE: \(4/24/18\)

In consideration of the mutual agreements contained in this Construction 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 for the Improvements by Manatee County Government, which date must be on or before the last day of the Construction Period.

1.02 Construction Period: means the period of time in which construction activities occur in relation to the completion of the project, including but not limited to: demolition of the existing structure; site work; construction of the structure; all inspections, final site clean-up; receipt of Certificate of Occupancy; and all other activities necessary to complete the construction process. The time allotted for the Construction Period is 180 (One Hundred Eighty) days from the completion of the Preconstruction Period.

1.03 Contractor: means Cheaves Masonry & Construction, Inc. having an address of 1450 29th Street East, Palmetto, FL 34221, 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 \(420.907\), 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 $150,000.00, 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 Maximum Time Allotment: The maximum time for the Preconstruction and Construction Periods is 225 (Two-Hundred Twenty-Five) days from the date of the Notice to Proceed.

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

Revised: 05/14/2009
1.11 Owner: means the borrower of the Loan, Sylvia Miller with a current mailing address of 1207 72nd Street East, Rubonia, FL 34221.

1.12 Plans: means the schedule of values, plans and specifications for the Improvements prepared by Richard Cheaves, and dated 3/28/2018, 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.

1.13 Preconstruction Period: means the period of time before construction commences and activities including but not limited to: the preparation of plans and the review of such by the Homeowner and applicable municipality; survey work; preparation of all documents for permitting; and all other activities necessary to begin the Construction Period as defined in 1.02. The time allotted for the Preconstruction Period is 45 (Forty-Five) days from the date of the Notice to Proceed.

1.14 Real Estate: means the real property encumbered by the Mortgage, and more specifically described therein with an address of as above.

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 (including clearing and grading) 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 construction of the Improvements shall be complete and a Certificate of Occupancy shall be issued for the Improvements on or before the last day of the Construction Period.

2.05 Each payment made under this Agreement shall be used solely for the construction on the Real Estate and payment for materials, labor, services, costs and expenses incurred in connection with the construction 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 $0.00 available from Additional Lender or Owner, are sufficient to complete and pay for the construction of the Improvements.

Revised: 05/14/2009
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 construction 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 construction 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 any and 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 construction 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 construction 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 construction 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 construction of the Improvements are of satisfactory quality. Any inspections performed by County or its agents during the construction 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 six 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:

DRAW #1 - (DEMOLITION AND RELATED SITE COSTS OF EXISTING SINGLE FAMILY STRUCTURE)

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 construction of the Improvements.
4.03 A copy of all necessary building permits for the demolition of the existing structure.

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 schedule of values, plans and specifications.

4.05 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 and related site costs, furnished in connection with the demolition and site preparation of the existing structure, 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 demolition.

4.06 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

4.07 All provisions of 4.01 through and including 4.06 have been met, if applicable.

4.08 Builder's all risk insurance policy 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.

4.09 An original survey of the lot or foundation of the Real Estate.

4.10 The estimated remaining cost of construction in accordance with the Plans does not exceed the remaining balance of the Loan.

4.11 The construction of the Improvements shall be completed by the Completion Date.

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

4.13 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 construction 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.

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

DRAW #3

4.15 All provisions of 4.01 through and including 4.14 have been met.

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

DRAW #4

4.17 All provisions of 4.01 through and including 4.16 have been met.

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

ARTICLE V. CONDITIONS PRECEDENT TO FINAL CONSTRUCTION PAYMENT

DRAW #5

The making of the final construction payment 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 schedule of values.

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 construction 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 construction of the Improvements has been in accordance with the Plans and satisfactory evidence thereof has been furnished to County, and any change orders for construction of the Improvements have been approved in writing by County.
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, specifying in detail the cost of all labor and materials furnished in connection with the construction 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) An update to County's title insurance policy, reflecting no liens or other adverse matters concerning the Real Estate, if required by County;

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

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

(g) Copy of original final survey showing all of the Improvements and certified as the final survey by the licensed Surveyor.

(h) An original termite soil treatment guarantee for the Real Estate.

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. CONSTRUCTION PROCESS

Owner and County agree that the following provisions are applicable throughout the construction 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 schedule of values attached hereto as Exhibit 2, 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 construction contract 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 construction of the Improvements is behind schedule so that it shall not be accomplished on or before the last day of the Construction Period, unless an extension request has been submitted and approved by County prior to construction expiration period.

(e) A "red tag" or other evidence that the construction 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 construction 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 the requests for payments of Draws #1 through #5. 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 request for payment of retainage.

6.07 In the event County has not received copies of any notices to Owner or claims of lien at the time of 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, material men 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 construction 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 construction 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 construct the Improvements with reasonable dispatch or the discontinuance of construction 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 in excess of thirty (30) days.

(d) The default by any party under the construction contract 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.

Revised: 05/14/2009
(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 construct 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 Construction 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 construction of the Improvements is not complete on or before the last day of the Construction Period or extended Construction Period.

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

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

(s) The failure of the Owner to grant the Contractor adequate and sufficient access to the property, at all times, in order to complete the construction 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.

(t) Interference by the Owner with the contractor, subcontractors, suppliers, laborers, or any other persons necessary to perform the construction work. Any person scheduled and assigned by the contractor shall be unhindered and harassed in the performance of their duties. Interference by the Owner with the contractor, subcontractors, suppliers, laborers or any other necessary persons providing construction 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 advanced under the Loan and/or pursuant to this Agreement which are then unpaid, together with any and 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(e), 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 construction of the Improvements.

(f) To do each and every act with respect to construction 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 construction 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: Carmen Ruiz
Print Name: Carmen Ruiz

Sign Name: [Signature]
Print Name: Kurt Pattigley

OWNER

By: Sylvia Miller
(Sylvia Miller)
Print Name: Sylvia Miller

By: ______________________

Print Name: ______________________

Date of Execution: 4/24/18

COUNTY
COUNTY OF MANATEE, FLORIDA

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

Date of Execution: 4/24/18

Revised: 05/14/2009
LAND USE RESTRICTION AGREEMENT
AND DEED RESTRICTIONS
FOR MANATEE COUNTY HOUSING AUTHORITY
RESIDENT’S SERVICE CENTER 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”).

RECITALS

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
June, 2018; 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 construction of a resident’s service center located at 1122 56th Avenue
Terrace 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 a resident’s service center to
provide various services to low- and moderate-income qualified persons such as fair
housing education, home ownership opportunities, ESOL and financial planning
education, mobile, job training, job skills and job placement services.

2. The limitation on use provided above shall remain in full force and effect
for a period of ten (10) years after Certificate of Occupancy 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 Cayee
Print Name: Susan Cayee

Sign Name: Brenda Lovett
Print Name: Brenda Lovett

OWNER

By: Willis Calhoun Jr.
Print Name: Willis Calhoun Jr.
Executive Director

Manatee County Housing Authority
Phone Number: 941-756-3974
E-Mail: Willie.calhoun
@manateehousing.com
DUNS#: 620086546

COUNTY OF MANATEE, FLORIDA

By: Geraldine C. Lopez, Director
Redevelopment and Economic Opportunity Department

Date of Execution: 6/28/18

4
Attachment A

Legal Description

Real property located at 1122 56th Avenue Terrace East, Bradenton, Florida that is generally described as:

OPEN SPACE & REC AREA PARCEL "D" PINE VILLAGE SUB
PI#57460.0200/4
**Official Records Receipt**

**Recording**

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**Receipt #:** 900140200  
**Receipt Date:** 06/28/2018  
**Username:** kgowen  
**Changed By:** kgowen

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**Instrument Total:** $44.00

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**Amount Paid:**
REHABILITATION LOAN AGREEMENT

DATE: 5.22.18

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 of time 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 West Florida Contractors, Inc., having an address of 551 Golf Links Lane, Longboat Key, FL 34228, 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:

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 $46,145.00, 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
1.09 **Mortgage:** means the Mortgage executed simultaneously herewith securing the Loan.

1.10 **Owner:** means the borrower of the Loan, __Lillie Evans__________ with a current mailing address of __519 29th St East, Palmetto, FL 34221__________________.

1.11 **Plans:** means the proposal for work and work write-up prepared by Steve Dinicolantonio, and dated April 15, 2018, 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 __519 29th Street East, Palmetto, FL __34221___________.

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 $Zero, 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 any and 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

- 3 -
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:
DRAW #1 –

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
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 do 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 retention 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 in excess of 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

Revised: 04/04/2009
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.
(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 any and 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:

Owner

By: Lillie Evans
Print Name: Lillie Evans

Sign Name:
Print Name: Lori Rizzo

Sign Name: Johnny Campbell
Print Name: Johnny Campbell

Date of Execution: 5/4/18

COUNTY

COUNTY OF MANATEE, FLORIDA

By: [Signature]
Geraldine Campos Lopez, Director
Manatee County Redevelopment and Economic Opportunity

Date of Execution: 5/22/18

Revised: 04/04/2009
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT CONSTRUCTION FUNDING AGREEMENT
BETWEEN
MANATEE COUNTY
AND
THE MANATEE COUNTY HOUSING AUTHORITY
FOR THE
RESIDENT’S SERVICES CENTER PROJECT

This Community Development Block Grant Subrecipient Construction Funding Agreement ("Agreement") is made and entered into as of this 28th day of June 2018, 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-17-UC-12-0018 (hereinafter “the Grant”); and

WHEREAS, the County, as Grantee, by Resolution No. R-17-084, 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 Three Hundred Fifty-Two Thousand and 00/100 Dollars ($352,000.00) 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: 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 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: Brenda Lovett
Print Name: Brenda Lovett

Sign Name: Susan Cayer
Print Name: Susan Cayer

SUBRECIPIENT

OWNER:
By: Willie Calhoun Jr. Executive Director

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-17-084)

Date of Execution: 4/20/10
1. Subrecipient shall, either directly or through its qualified contractors, design, permit and construct the following Project:
   
a. Manatee County Housing Authority Resident’s Service Center that is located at 1122 56th Avenue Terrace East, Bradenton, Florida; 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. The project will entail the construction of a 1,300 s.f. resident’s service center on a platted lot in the Pine Village Subdivision; and

d. 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 ten years thereafter, Subrecipient shall use the Project solely for various services to low- and moderate-income qualified persons such as fair housing education, home ownership opportunities, ESOL and financial planning education, mobile, job training, job skills and job placement services, 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.

   f. The services center shall also be available for other agencies providing educational programs and public services to the community at large, and specifically to those programs/services that benefit the County’s R/ECAPs.
3. Target Population:
   a. This Project shall serve low-moderate income residents, who are residents of Manatee County, with preference given to those who reside in a R/ECAP, hereinafter, “Client”.

4. Outcome Measurements:
   b. Subrecipient will monitor and measure the following outcomes and report them quarterly:
      i. Residents and community visitors to the Pine Village Resident’s Center will receive education on fair housing, public and other modes of transportation, banking, credit, financing, homeownership, nutrition on a tight budget, and community gardening. The Subrecipient shall request that visitors complete a knowledge survey at the end of their visit. Of those visitors that complete the survey, 80% will receive a minimum score of 88%.
Attachment A1

Manatee County

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
INCOME LIMITS
2018-2019

Effective April 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% Extremely Low</td>
<td>$14,800</td>
<td>$16,900</td>
<td>$20,780</td>
<td><strong>$25,100</strong></td>
<td>$29,420</td>
<td>$33,740</td>
<td>$38,060</td>
<td>$42,380</td>
</tr>
<tr>
<td>50% Very Low</td>
<td>$24,650</td>
<td>$28,150</td>
<td>$31,650</td>
<td><strong>$35,150</strong></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><strong>$52,400</strong></td>
<td>$60,750</td>
<td>$65,250</td>
<td>$69,750</td>
<td>$74,250</td>
</tr>
</tbody>
</table>
Attachment A2

Legal Description

Real property located at 1122 56th Avenue Terrace East, Bradenton, Florida that is generally described as:

OPEN SPACE & REC AREA PARCEL "D" PINE VILLAGE SUB PI#57460.0200/4
EXHIBIT B

PAYMENTS

1. County shall pay a maximum of Three Hundred Fifty-Two Thousand and 00/100 Dollars ($352,000.00) 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 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 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: Manatee County Housing Authority

PROJECT/PROGRAM NAME: Resident's Service Center

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>$352,000.00</td>
<td>$</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 provide the County with specifications for the project by July 13, 2018.

   B. Subrecipient shall advertise a Design/Build Request for Proposals by September 14, 2018.

   C. Subrecipient shall award a construction contract by November 16, 2018.

   D. Certificate of Occupancy shall be issued by June 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 June 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.

5. Subrecipient will complete and submit Quarterly Outcomes Reports (Attachment C3) to the County. The Subrecipient shall track and report Project outcome results, as identified in Exhibit A, item 4, for the clients served during the quarter. Quarterly reporting shall commence upon Certificate of Occupancy issuance, and shall continue for 5 years.
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:

________________________________________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

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________________________________________________________________

________________________________________________________________

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

<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>
</tbody>
</table>

Reviewed By __________________________________ Date ________________
(County Staff)

Reporting Date ____________________________

19
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>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Total</td>
<td></td>
</tr>
</tbody>
</table>

**Racial & Ethnicity Data**

<table>
<thead>
<tr>
<th></th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
<th>R/ECAP Clients</th>
<th>Hispanic</th>
<th>Non-Hispanic</th>
<th>R/ECAP Clients</th>
</tr>
</thead>
<tbody>
<tr>
<td>White</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black/African American</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td></td>
<td></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>
<td></td>
<td></td>
</tr>
<tr>
<td>Native Hawaiian or Other Pacific Islander</td>
<td></td>
<td></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>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian &amp; White</td>
<td></td>
<td></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>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; Black/African American</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Multi-Racial</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Total</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
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</table>

**Income Data**

<table>
<thead>
<tr>
<th></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>
</tr>
<tr>
<td>Extremely Low Income (0-30% AMI)</td>
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<td></td>
</tr>
<tr>
<td>Very Low Income (31-5-% AMI)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low Income (51-80% AMI)</td>
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<td></td>
</tr>
<tr>
<td>3. Total</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Other Demographic Data**

<table>
<thead>
<tr>
<th></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>
</tr>
<tr>
<td>Female Headed-Households</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled/Special Needs</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.******

20
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 $_______________
Attachment C3
Quarterly Outcomes Report

Subrecipient Information
Subrecipient Name: ____________________________________________
Program Name: ______________________________________________
County Fiscal Year: ____________________ Quarter Ending: __________

Outcome Information
Outcome Name: ________________________________________________
Outcome Statement: Of the ____________________________________
clients anticipated to be served by the program during the fiscal year:
  a. ______ # will achieve ______________________________________
  __________________________________________________________
  b. ______ # will achieve ______________________________________
  __________________________________________________________

Outcome Milestones
_____ clients have been served by this program
_____ clients have met the target
_____ clients are making progress toward the target
_____ clients have met the following milestone(s):____________________
  __________________________________________________________
  __________________________________________________________
  __________________________________________________________
  __________________________________________________________
  __________________________________________________________
  __________________________________________________________

Are you hitting milestones at a rate that forecasts achieving the outcome by the end of the contract year?

Yes ___ No ___ Unsure ___

If no, or unsure, what will you do differently to achieve the outcome?__________________________________________

_________________________________________________________________

_________________________________________________________________
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 a resident’s service center, 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 ten (10) years after issuance of Certificate of Occupancy.

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.

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>
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>
</tr>
<tr>
<td>Service Workers</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></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 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
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 have ADDITIONAL INSURED provisions or 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
Florida Housing Authorities Risk Management Insureds
7331 Office Park Place, Suite 3
Melbourne, FL 32940

CONTACT NAME: 
PHONE: 
FAX: 
E-MAIL: 
ADDRESS:

INSURED
Manatee County Housing Authority
563 11th Street East
Bradenton, FL 34203

INSURER(S) AFFORDING COVERAGE

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INSURER A: Florida Housing Auth Risk Mgmt Insureds

COVERAGES

| CERTIFICATE NUMBER: 650451 |

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY Pertain, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN are as requested

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<th>ADDL SUBW VWD</th>
<th>POLICY NUMBER</th>
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<th>POLICY EXP (MM/DD/YYYY)</th>
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WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY

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<tr>
<th>Y / N</th>
<th>N / A</th>
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ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED
(Mandatory in FL)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

Manatee County Government is shown as Additional Insured with regards to the General Liability pertaining to the Community Development Block Grant Subrecipient Funding Agreement as per the Scope of Coverage Agreement.

CERTIFICATE HOLDER

Manatee County Government
P.O. Box 1000
Bradenton, FL 34206

CANCELLATION

Liability Acord 25 1M 650451

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

Florida Housing Authorities Risk Management Insureds

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ACORD 25 (2016/03)
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Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

Project Information

Project Name: 5 Year Action Plan for Capital Fund Activities

Responsible Entity: Manatee County Government

Grant Recipient (if different than Responsible Entity): Manatee County Housing Authority

State/Local Identifier: FL105

Preparer: Bill O'Shea, Community Development Project Manager

Certifying Officer Name and Title: Geraldine C. Lopez, Director, Manatee County Redevelopment and Economic Opportunity Department

Consultant (if applicable):

Project Location: Pine Village Public Housing FL105000 001
1122 56th Avenue Terrace East Bradenton, FL. 34203

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]: Funds will be used for Operating Activities which does not include any modernization work or capital improvements. A separate RROF has been provided for the CDBG funded work associated with the construction of a recreation center on the property.

Level of Environmental Review Determination:

☒ Activity/Project is Exempt per 24 CFR 58.34(a): 1-12

☐ Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):

Page 1 of 3
Funding Information

<table>
<thead>
<tr>
<th>Grant Number</th>
<th>HUD Program</th>
<th>Funding Amount</th>
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<tr>
<td>FL14P008501-18</td>
<td>Capital Fund</td>
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<tr>
<td>FL14P008501-22</td>
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Estimated Total HUD Funded Amount: $822,580 ($164,516 x 5)

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): None

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

<table>
<thead>
<tr>
<th>Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6</th>
<th>Are formal compliance steps or mitigation required?</th>
<th>Compliance determinations</th>
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STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6

<table>
<thead>
<tr>
<th>Statute/Regulation</th>
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<th>No</th>
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<tr>
<td>Airport Runway Clear Zones and Accident Potential Zones</td>
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<td>24 CFR Part 51 Subpart D</td>
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<td>Coastal Barrier Resources</td>
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<td>Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]</td>
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<tr>
<td>Flood Insurance</td>
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Mitigation Measures and Conditions [40 CFR 1505.2(c)]
Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

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<th>Law, Authority, or Factor</th>
<th>Mitigation Measure</th>
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Preparer Signature: [Signature] Date: 4/2-11/18

Name/Title/Organization: Bill O'Shea, Community Development Project Manager, Manatee County Redevelopment and Economic Opportunity Dept.

Responsible Entity Agency Official Signature: [Signature] Date: 4/20/18

Name/Title/Organization: Geraldine C. Lopez, Director, Manatee County Redevelopment and Economic Opportunity Department

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).
REHABILITATION LOAN AGREEMENT

DATE: \( \frac{4}{24}/18 \)

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 of time 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 West Florida Contractors Inc., having an address of 551 Golf Links Ln, Longboat Key, FL 34228, 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:.

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 $65,000.00, 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.

1.10 **Owner**: means the borrower of the Loan, Robert Freeman with a current mailing address of 1111 26th St Ct E., Palmetto, FL 34221.

1.11 **Plans**: means the proposal for work and work write-up prepared by Stephen A. DiNicolantonio and dated 3/26/2018, 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 1111 26th St Ct E., Palmetto, FL 34221.

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 $Zero 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 any and 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
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:

Revised: 04/04/2009
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 do 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 liencors.

**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 in excess of 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

*Revised: 04/04/2009*
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.

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(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 any and 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

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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: [Signature]
Print Name: [Print Name]

Sign Name: [Signature]
Print Name: [Print Name]

OWNER

By: [Signature]
Print Name: [Print Name]

Date of Execution: [Date]

COUNTY

COUNTY OF MANATEE, FLORIDA

By: [Signature]
Geraldine Campos Lopez, Director
Manatee County Redevelopment and Economic Opportunity

Date of Execution: [Date]
STATE-FUNDED GRANT AGREEMENT

BASE GRANT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Manatee County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

 The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
 The Division has the authority to grant these funds to the Recipient upon the terms and conditions below; and,
 The Division has statutory authority to disburse the funds under this Agreement.

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

1. LAWS, RULES, REGULATIONS AND POLICIES

A. This Agreement involves “state financial assistance,” as that term is defined in section 215.97(2)(r), Florida Statutes.

B. This Agreement involves a “Base Grant”, defined by Rule 27P-19.002(1), Florida Administrative Code, as “those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies.”

C. As defined by Rule 27P-19.002, Florida Administrative Code, the term “Division” means “the Division of Emergency Management, Executive Office of the Governor.”

D. Under this Agreement, the Division serves as the “State awarding agency” as that term is defined by section 215.97(2)(q), Florida Statutes.

E. Under this Agreement, the term “Recipient”, as defined by section 215.97(2)(o), Florida Statutes, means a “nonstate entity that receives state financial assistance directly from a state awarding agency.” As defined by Rule 27P-19.002(12), Florida Administrative Code, the term “Recipient” also means “an Applicant that is offered and accepts an award from the Division.”

F. The Recipient is a “County Emergency Management Agency,” as that term is defined by Rule 27P-19.002(3), Florida Administrative Code.

G. As required by section 215.97(5)(a), Florida Statutes, this Agreement provides the recipient with “information needed by the recipient to comply with the requirements of” the Florida Single Audit Act.

H. As required by section 215.971(1), Florida Statutes, this Agreement includes:
(1) A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

(2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

(3) A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

(4) A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

(5) A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

(6) A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

I. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

2. CONTACT

A. In accordance with section 215.971(2), Florida Statutes, the Division’s Grant Manager shall be responsible for enforcing performance of this Agreement’s terms and conditions and shall serve as the Division’s liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

   (1) Monitor and document Recipient performance; and,
   (2) Review and document all deliverables for which the Recipient requests payment.

B. The Division’s Grant Manager for this Agreement is:

   Chanda D. Jenkins
   2555 Shumard Oak Boulevard
   Tallahassee, Florida 32399-2100
   Telephone: (850) 815-4342
   Email: Chanda.Jenkins@em.myflorida.com

C. The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

   Sherilyn Burris
   2101 47th Terrace East
D. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

3. TERMS AND CONDITIONS
This Agreement contains all the terms and conditions agreed upon by the parties.

4. EXECUTION
This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

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

6. SCOPE OF WORK
The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachments A and C of this Agreement.

7. PERIOD OF AGREEMENT
This Agreement shall begin July 1, 2018 and shall end on June 30, 2019, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

8. FUNDING
A. This is a cost-reimbursement Agreement, subject to the availability of funds. In accordance with Rule 27P-19.010(4), Florida Administrative Code, the Division shall reimburse the Recipient on a quarterly basis.

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

C. Rule 27P-19.010(11), Florida Administrative Code, states: “Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars...” Therefore, 2 CFR Part 200, Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.
D. As required by Rule 27P-19.010(8), Florida Administrative Code, "The Recipient shall establish a separate account in an interest bearing account for tracking all deposits, expenditures and interest pertaining to [this] award."

E. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachments A and C of this Agreement ("Program Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is $115,806.00.

F. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment C, that clearly delineates:

   (1) The required minimum acceptable level of service to be performed; and,
   (2) The criteria for evaluating the successful completion of each deliverable.

G. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

H. For the purposes of this Agreement, the term "improper payment" means or includes:

   (1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
   (2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

I. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

9. RECORDS

   A. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Chief Inspector General of the State of Florida, the Division, the Department of Financial Services, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient’s personnel for the purpose of interview and discussion related to such documents. For the
purposes of this section, the term “Recipient” includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

B. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

C. Florida’s Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies’ performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient’s governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

D. Florida’s Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity’s performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida’s Public Records Law.
E. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachments A and C - and all other applicable laws and regulations.

10. AUDITS

A. As required by Rule 27P-19.010(5), Florida Administrative Code, “All recipients of trust funds shall cause a financial audit to be performed in accordance with [the Florida Single Audit Act, section 215.97, Florida Statutes]. A report of the audit will be forwarded to the Division within 60 days of its completion.”

B. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by Rule 10.554(1)(g) of the Rules of the Auditor General, GAAP are “those accounting principles generally accepted in the United States of America, as defined by the GASB Codification of Governmental Accounting and Financial Reporting Standards, Section 1000 The Hierarchy of Generally Accepted Accounting Principles.” As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

C. When conducting an audit of the Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by Rule 10.554(1)(h) of the Rules of the Auditor General, GAGAS are “those audit standards set forth in the publication Government Auditing Standards issued by the Comptroller General of the United States.” As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”

D. As defined by section 215.97(2)(a), Florida Statutes, the term “audit threshold” means “the threshold amount used to determine when a state single audit or project-specific audit of a nonstate entity shall be conducted in accordance with” the Florida Single Audit Act. The current audit threshold is $750,000.

E. As required by sections 215.97(2)(a) and 215.97(8)(a), Florida Statutes, “[e]ach nonstate entity that expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such nonstate entity shall be required to have a state single audit, or a project-specific audit, for such fiscal year in accordance with” the requirements of the Florida Single Audit Act and in accordance with “additional requirements established in rules of the Department of Financial Services and rules of the Auditor General.” In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not
include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

F. In accordance with section 215.97(8)(f), Florida Statutes, the Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient’s fiscal year.

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

H. If the Recipient expends less than $750,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).

I. As required by section 215.97(5)(d), Florida Statutes, the Recipient shall provide the Division with “one copy of each financial reporting package prepared in accordance with” the requirements of the Florida Single Audit Act.

J. As defined by section 215.97(2)(e), Florida Statutes, the term “financial reporting package” means the Recipient’s “financial statements, Schedule of Expenditures of State Financial Assistance, auditor’s reports, management letter, auditee’s written responses or corrective action plan, correspondence on followup of prior years’ corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes” of the Florida Single Audit Act.

K. In addition to the information listed in paragraph 10I above, the financial reporting package shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

L. Copies of financial reporting packages required by the Florida Single Audit Act shall be submitted by or on behalf of the Recipient directly to each of the following:

(1) The Division of Emergency Management at the following addresses:
Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

OR

DEMSingle_Audit@em.myflorida.com

(2) The Auditor General’s Office at the following address:
Auditor General’s Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

M. Additional information on the Florida Single Audit Act may be found at the following website: https://apps.fldfs.com/fsaa/singleauditact.aspx.

11. REPORTS

A. As stated in Rule 27P-19.010(4), Florida Administrative Code, “Each Recipient may receive trust funds from the Division on a quarterly basis, based on the submittal of reports. Said reports shall be provided using the forms included in the grant agreement, as supplemented by any particular information requested in writing by the Division prior to the due date of the report.”

B. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

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

D. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

E. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in paragraph 15 REMEDIES. “Acceptable to the Division” means that the work product was completed in accordance with the Budget and Scope of Work.

F. The Recipient shall provide additional program updates or information that may be required by the Division.

G. The Recipient shall provide additional reports and information identified in Attachment D.
12. **MONITORING**

A. Rule 27P-19.010(9), Florida Administrative Code, expressly states: "The Division shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours on Monday through Friday."

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

C. In addition to reviews of audits conducted in accordance with paragraph 10 above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

13. **LIABILITY**

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

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

A. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in paragraph 15.

B. If any of the following occur, then the Division may make payments or partial payments without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

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

   (3) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

   (4) The Recipient has failed to perform and complete on time any of its obligations under this Agreement.

15. REMEDIES

A. If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient’s failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

   (1) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph 2 above;

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

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

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

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

      (a) Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
(b) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

(c) Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

(d) Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible; or,

(e) Exercise any other rights or remedies which may be available under law.

B. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity.

C. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

16. TERMINATION.

A. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

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

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

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

17. PROCUREMENT

A. As required by Rule 27P-19.010(7), Florida Administrative Code, the Recipient “shall comply with all applicable procurement rules and regulations in securing goods and services…”
B. The Recipient shall maintain records sufficient to detail the history of any procurement. These records will include, but are not necessarily limited to the following:

(1) Rationale for the method of procurement;
(2) Selection of contract type;
(3) Contractor selection or rejection; and,
(4) The basis for the contract price.

C. The Recipient shall maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

D. Except for procurements below the competitive threshold (state or local threshold, whichever is lower), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within three (3) business days. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 16 above; and,
(2) Refuse to reimburse the Recipient for any costs associated with that solicitation.

E. Except for procurements below the competitive threshold (state or local threshold, whichever is lower), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within three (3) business days. The Division will review the unexecuted contract for compliance with all applicable procurement standards. The Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the
subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division’s review and comments shall not constitute an approval of the subcontract. Regardless of the Division’s review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 16 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that subcontract.

F. The Recipient agrees to include in any subcontract the following:

(1) The subcontractor is bound by the terms of this Agreement;

(2) The subcontractor is bound by all applicable state and federal laws and regulations; and,

(3) The subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

G. The Recipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

H. The Recipient shall conduct any procurement under this agreement in a manner providing full and open competition. Accordingly, the Recipient shall not:

(1) Place unreasonable requirements on firms in order for them to qualify to do business;

(2) Require unnecessary experience or excessive bonding;

(3) Use noncompetitive pricing practices between firms or between affiliated companies;

(4) Execute noncompetitive contracts to consultants that are on retainer contracts;

(5) Authorize, condone, or ignore organizational conflicts of interest;

(6) Specify only a brand name product without allowing vendors to offer an equivalent;

(7) Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
(8) Engage in any arbitrary action during the procurement process; or,
(9) Allow a vendor to bid on a contract if that bidder was involved with
developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for
proposals.

I. The Recipient shall not use a geographic preference when procuring commodities or
services under this Agreement.

J. The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed
bids) in accordance with section 287.057(1)(a), Florida Statutes.

K. The Recipient shall conduct any procurement involving requests for proposals (i.e.
competitive proposals) in accordance with section 287.057(1)(b), Florida Statutes.

L. For each subcontract, the Recipient shall provide a written statement to the Division
as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida
Statutes.

18. ATTACHMENTS

A. All attachments to this Agreement are incorporated as if set out fully.
B. In the event of any inconsistencies or conflict between the language of this
Agreement and the attachments, the language of the attachments shall control, but only to the extent of
the conflict or inconsistency.

C. This Agreement has the following attachments:
   (1) Attachment A – Proposed Program Budget and Budget Detail Worksheet
   (2) Attachment B – Allowable Costs and Eligible Activities
   (3) Attachment C – Scope of Work
   (4) Attachment D – Quarterly Reports
   (5) Attachment E – Information Management
   (6) Attachment F – Hurricane Shelter Retrofit
   (7) Attachment G – Certification Regarding Debarment, Suspension, Ineligibility
       and Voluntary Exclusion
   (8) Attachment H – Justification for Advance Payment

19. PAYMENTS

A. Any advance payment under this Agreement is subject to Section 216.181(16),
Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance
payment is requested, the budget data on which the request is based and a justification statement shall
be included in this Agreement as Attachment H. Attachment H will specify the amount of advance
payment needed and provide an explanation of the necessity for and proposed use of these funds. No
advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a
request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

B. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph 11 of this Agreement.

C. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

All payments relating to the Agreement shall be mailed to the following address:

Manatee County Government
Clerk of the Circuit Court, Finance Department
P.O. Box 1000
Bradenton, Florida 34206-1000

20. REPAYMENTS
A. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of “Division of Emergency Management”, and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

B. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

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

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

C. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

D. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

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

F. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

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

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

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 21F(2) of this certification; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
G. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

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

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

J. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

K. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount.

L. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA"). The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

M. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

22. LOBBYING PROHIBITION

A. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

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

23. COPYRIGHT, PATENT AND TRADEMARK

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

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

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

D. Within thirty days of execution of this Agreement, the Recipient shall disclose all
intellectual properties relating to the performance of this Agreement which he or she knows or should
know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any
pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property
exists. The Division shall then, under Paragraph 23.B, have the right to all patents and copyrights which
accrue during performance of the Agreement.

E. If the Recipient qualifies as a state university under Florida law, then, pursuant to
section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient
shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made
jointly by one or more employees of both parties hereto, each party shall have an equal, undivided
interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-
paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or
trademarked work products, developed solely by the Recipient, under this Agreement, for Florida
government purposes.

24. LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this
Agreement and that its governing body has authorized the execution and acceptance of this Agreement.
The Recipient also certifies that the undersigned person has the authority to legally execute and bind
Recipient to the terms of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MANATEE COUNTY

By: Priscilla Whisenant Trace

Name and title: Priscilla Whisenant Trace, Chairman
of the Board of County Commissioners

Date: 10/2/18

Attest: Angelina Colonneso
Clerk of the Circuit Court and Comptroller

By: [Signature]
Deputy Clerk

FID# 59-6000727167
DUNS # 077594810

Include a copy of the designation of authority for the signatory, if applicable.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: [Signature]

Name and Title: Michael Kennett, Deputy Director (by authority from the Director)

Date: [Signature]
ATTACHMENT A
PROPOSED PROGRAM BUDGET AND
BUDGET DETAIL WORKSHEET

The Recipient shall use the Emergency Management Preparedness and Assistance ("EMPA") Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment C).

The "Proposed Program Budget" and the "Budget Detail Worksheet" serve as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment C).

Prior to execution of this Agreement, the Recipient shall complete the "Proposed Program Budget" and the "Budget Detail Worksheet" listed below. If the Recipient fails to complete either the "Proposed Program Budget" or the "Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the "Proposed Program Budget" as well as the information listed in the "Budget Detail Worksheet." If the Recipient changes the "Proposed Program Budget" or the "Budget Detail Worksheet", then the Recipient’s next quarterly report must include an updated "Proposed Program Budget" and/or "Budget Detail Worksheet."

Additionally, if the Recipient submits a request for reimbursement to the Division, then the "Proposed Program Budget" as well as the information listed in the "Budget Detail Worksheet" must match the information contained in the request for reimbursement.

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<thead>
<tr>
<th>Grant</th>
<th>Recipient Agency</th>
<th>Category</th>
<th>Amount Allocated</th>
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<tbody>
<tr>
<td>FY 2018-2019 Emergency Management Preparedness and Assistance Grant</td>
<td>MANATEE COUNTY</td>
<td>Planning Expenditures</td>
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<td></td>
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<td>Training Expenditures</td>
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<td>Exercise Expenditures</td>
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<td>Emergency Management Agency Administration Expenditures</td>
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<td>Equipment Expenditures</td>
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<td><strong>Total Award</strong></td>
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<td>Allowable Planning Costs</td>
<td>Quantity</td>
<td>Unit Cost</td>
<td>Total Cost</td>
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<tr>
<td>Emergency Management/Operation Plan</td>
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<td>Communications Plans</td>
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<tr>
<td>Continuity/Administration Plans</td>
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<td>Whole Community Engagement/Planning</td>
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<td>Resource Management Planning</td>
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<td>Evacuation Planning</td>
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<td>Recovery Planning</td>
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<td>Credentialing and Validation</td>
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<td>Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)</td>
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<tr>
<td>Materials required to conduct planning activities</td>
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<tr>
<td>Travel/per diem related to planning activities</td>
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**TOTAL PLANNING EXPENDITURES** $74,000

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<thead>
<tr>
<th>Allowable EM Agency Administration Costs</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<tbody>
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<td>Hiring of full or part-time staff or contractors/consultants (temporary employees, student or graduate assistant fellowships, part time academic employment, consultants and other services)</td>
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<td>Utility (electric, water and sewage)</td>
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<td>Telephone Bills (landlines, cellular and satellite)</td>
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<td>Internet Services</td>
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<td>Maintenance agreements</td>
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<td>$4,000</td>
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<tr>
<td>Software and Upgrades</td>
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<tr>
<td>Computers, printers, copiers and fax machines</td>
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<td>Radios</td>
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<td>Satellite telephones</td>
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<td>Storage</td>
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<td>Postage</td>
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## TOTAL EM AGENCY ADMINISTRATION EXPENDITURES

### Allowable Exercise Costs

<table>
<thead>
<tr>
<th>Allowable Exercise Costs</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Design, Develop, Conduct and Evaluate an Exercise</td>
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<tr>
<td>Exercise Planning Workshop - Funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, materials and supplies, travel and exercise plan development.</td>
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<tr>
<td>Full or Part-Time Staff or Contractors/Consultants - (Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable.)</td>
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<tr>
<td>Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in approved exercises.</td>
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<tr>
<td>Implementation of Homeland Security Exercise and Evaluation Program</td>
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<tr>
<td>Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates.</td>
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<tr>
<td>Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, fuel, and disposable protective equipment).</td>
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## TOTAL EXERCISE EXPENDITURES

### Allowable Training Costs

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<th>Allowable Training Costs</th>
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<tbody>
<tr>
<td>Develop, Deliver and Evaluate Training</td>
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<tr>
<td>Overtime and backfill for emergency preparedness and response personnel attending sponsored and approved training classes</td>
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<tr>
<td>Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in approved training</td>
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<tr>
<td>Training Workshops and Conferences</td>
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<tr>
<td>Description</td>
<td>Quantity</td>
<td>Unit Cost</td>
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<tr>
<td>Full or Part-Time Staff or Contractors/Consultants</td>
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<td>Certification/Recertification of Instructors</td>
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<td>Travel</td>
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<td>Supplies</td>
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<tr>
<td>Instructor certification/re-certification</td>
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<tr>
<td><strong>TOTAL TRAINING EXPENDITURES</strong></td>
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<tr>
<td><strong>Eligible Equipment Acquisition Costs</strong></td>
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<tr>
<td>Personal protective equipment</td>
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<td>Information technology</td>
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<td>Cybersecurity enhancement equipment</td>
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<td>Interoperable communications equipment</td>
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<td>Detection Equipment</td>
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<td>Power equipment</td>
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<td>CBRNE Reference Materials</td>
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<td>CBRNE Incident Response Vehicles</td>
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<td>Physical Security Enhancement Equipment</td>
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<td>CBRNE Logistical Support Equipment</td>
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<td>Other authorized equipment costs</td>
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<td><strong>TOTAL EQUIPMENT EXPENDITURES</strong></td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
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2 CFR Part 200:
Rule 27P-19.010(11), Florida Administrative Code, states: “Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars…” Therefore, unless a specific exception applies, 2 CFR Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

Expenses:
In order to qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully compete a task, then the Division shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient;
- Operates within a unique geography;
- Faces unique threats and hazards; and,
- Serves a unique population.

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

In order to avoid a “one size fits all” approach, this Agreement provides some level of flexibility. If a unique cost (e.g., equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance:
In order to qualify for reimbursement under the terms of this Agreement, the Recipient’s performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that performance.

Planning:
Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Some examples of authorized planning activities include:

- Emergency Management/Operation Plans;
- Communications Plans;
- Continuity/Administration Plans;
- Whole Community Engagement/Planning;
- Resource Management Planning;
- Evacuation planning;
- Recovery Planning; and,
- Credentialing and Validation.
In order for planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to the Division and the Division’s Preparedness Bureau Chief must approve that plan. As part of any request for reimbursement for planning expenditures, the Recipient shall submit the following to the Division:

- Copies of contracts, Memorandum of Understandings or agreements with consultants or subcontractors providing services;
- Documentation that clearly indicates hours worked for full or part-time staff or contractors/consultants and proof employee was paid;
- Time and attendance forms for full or part-time staff or contractors/consultants who participated in the planning;
- Invoice from any consultant/contractor involved in the planning (Note – grant agreement must be referenced on the invoice);
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and signup sheet with meeting date must be included;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement and payment to credit card company for that statement);
- Complete Debarment form for any contractors/consultants;
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to planning activities; and,
- If billing for overtime and/or backfill, provide documentation that list attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee.

Administration:

EMPA Program funds may be used for all day-to-day activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation). Reimbursable personnel costs include salary, compensatory time off, and associated fringe benefits. For the purposes of this Agreement, overtime and backfill are not authorized Administration costs; however, overtime and backfill may qualify for reimbursement under other Scope of Work categories like Planning, Training, and Exercises.

Rules 27P-11.004 and 27P-11.0061, F.A.C., outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24 hour basis.

Personnel costs 27P-11.004, 27P-11.0061:

1. Counties with populations of 75,000 or more must have a full time emergency management director. Counties with populations of less than 75,000 or party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., that is recognized by the Governor by executive order or rule, are encouraged to have a full time director. However, as a minimum, such a county must have an emergency management coordinator who works at least 20 hours a week in that capacity. “Full-time Emergency Management Director” means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

2. The county must have an emergency management program that has been approved by the Division of Emergency Management. Program approval shall require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work
elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget.

Eligible “Administration” items include, but are not limited to:

- Salary and Benefits, but not overtime or backfill (include timesheets with employee & supervisor signatures or Time and Effort form – focus is on proof of hours actually worked)
- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- Supplies
- Memberships (reimbursement is allowed in agreement period in which memberships are paid)
- Software and upgrades
- Publications
- Postage
- Other Personnel/Contractual Services
  - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services. Position descriptions are required.
  - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes shall also be supplied when requesting pre-approval. These requests shall be sent to the grant manager for the Division for review.

If the recipient seeks reimbursement for administration activities, then the following shall be submitted:

- Documentation that clearly indicates hours worked for full or part-time staff or contractors/consultants, position descriptions, and proof employee was paid.
- Time and attendance form for full or part-time staff or contractors/consultants.
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for any expenditures in support of administration costs.
- An agenda for any attending meeting/conference.
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to administration activities.
Exercises:  
Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.

- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).

- **Implementation of HSEEP.** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.

- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.

- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)

- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report, Sign-In sheets, Agenda, Rosters;
• Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
• Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to exercise activities; and,
• Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient shall upload to the Division’s SharePoint portal at: https://portal.floridadisaster.org an After Action Report (AAR) that includes the following:

• An Improvement Plan; and,
• A roster of participants.

Training:
The Recipient can successfully complete an authorized course either by attending or by conducting that course.

• In order to receive payment for successfully attending a training course, the Recipient must provide the Division with a certificate of course completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.

• In order to receive payment for successfully conducting a course, the Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course.”

• For the conduct of training workshops, the Recipient must provide a copy of the course materials and sign-in sheets.

Allowable training-related costs include the following:

• **Funds Used to Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

• **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.

• **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).

• **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state.

• **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor
Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses involving the training of trainers.

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the FDEM State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division shall reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

If the recipient seeks reimbursement for training activities, then the following shall be submitted:

- Sign-in sheets, rosters and an agenda;
- Documentation from recipient’s financial system showing attendees were paid;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for any expenditures in support of the training (e.g. printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to training activities; and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

**Equipment:**

Provided the cost of the item qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, an item on the FEMA AEL that is specifically coded for the Emergency Management Performance Grant (“EMPG”) Program satisfies the minimum level of service for an equipment purchase under this Agreement. If an item qualifies as reasonable and necessary, and if the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division shall not provide any reimbursement for that purchase.

Of note, AEL 21GN-00-OCEQ (Equipment and Supplies, Information/Emergency Operations/Fusion Centers) provides authorization for the purchase of equipment and supplies that are necessary to establish and maintain an Emergency Operations Center.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
• Other Authorized Equipment (Category 21)

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients shall analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances.


If the recipient seeks reimbursement for equipment activities, then the following shall be submitted:

- All invoices;
- The AEL # for each purchase;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement and payment to credit card company for that statement); and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

**Conferences:**
The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as “a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award.”

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

[T]he coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

This Agreement requires the Recipient to attend Current Issues in Emergency Management ("CIEM"), a meeting hosted by the Division.

In order for travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
• The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
• The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the particular conference or convention; and
• The request for payment of travel expenses is otherwise in compliance with these rules.”

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

• A statement explaining how the expense directly relates to the Recipient’s successful performance of a task outlined in this Agreement;
• A copy of those pages of the agenda that itemizes the registration fee;
• A copy of local travel policy; and,
• A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes (“No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state.”). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

• Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
• Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
• Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:

• $6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
• $11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.); and,
• $19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).

Section 112.061(a), Florida Statutes, establishes the per diem amounts. All travelers are allowed:

• The authorized per diem for each day of travel; or,
• If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A
travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates:
The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations:
A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

Travel Reimbursement Forms:
Unless the Recipient has received prior approval from the Florida Department of Financial Services ("DFS"), the Recipient shall use the travel forms incorporated by reference in Rule 69I-42.003, Florida Administrative Code. Those forms include:

- The Authorization to Incur Travel Expense, Form DFS-AA-13;
- The Application for Advance on Travel Expenses, Form DFS-AA-25; and,
- The Voucher for Reimbursement of Travel Expenses, Form DFS-AA-15.

If the Recipient has not received permission from DFS to use an alternate form, and if the Recipient submits a request for reimbursement without including the applicable DFS forms listed above, then the Division shall not provide any reimbursement for that travel.
BACKGROUND:

Emergency Management, Preparedness, and Assistance ("EMPA")
In 1993, in the aftermath of Hurricane Andrew, the Florida Legislature passed C.S.S.B. No. 1858, entitled "Disaster and Emergency Preparedness – Trust Fund." In addition to modifying other statutory sections, the legislation created sections 252.371 through 252.373, Florida Statutes.

Section 252.371, Florida Statutes, establishes the Emergency Management, Preparedness, and Assistance ("EMPA") Trust Fund, which the Division administers. Section 252.372, Florida Statutes, imposes:

- An annual $2 surcharge on "every homeowner's, mobile home owner's, tenant homeowner's, and condominium unit owner's policy"; and,
- An annual $4 surcharge on "every commercial fire, commercial multiple peril, and business owner's property insurance policy."

In accordance with Section 252.372, Florida Statutes, all proceeds from the surcharges "shall be deposited in the [EMPA] Trust Fund..." Section 252.373, Florida Statutes, provides for the allocation of monies from the EMPA Trust Fund, authorizes the Division to promulgate rules, and establishes minimum requirements.

Emergency Management an Innate Responsibility
Section 252.38, Florida Statutes, states: "Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state."

Definitions

- Emergency

Section 252.34(4), Florida Statutes, defines the term "emergency" as "any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property."

- Emergency Management

Section 252.34(5), Florida Statutes, defines the term "emergency management" as "the preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters."

- County Emergency Management Agency

Rule 27P-19.002(3), Florida Administrative Code, defines the term "County Emergency Management Agency" as "one of the sixty-seven (67) emergency management agencies authorized, established and maintained by each county pursuant to Section 252.38, [Florida Statutes]."

- Base Grant

Rule 27P-19.002(1), Florida Administrative Code, defines the term "base grant" as "those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies."
Base Grant Funds
Consistent with Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

In accordance with Rule 27P-19.005(1), Florida Administrative Code, the Division awards base grant funds to each county "for the use and benefit of the County Emergency Management Agency."

In accordance with Rule 27P-19.005(2), Florida Administrative Code, the recipient may use base grant funds for any of the following categories:

- Planning, Training, and Exercises ("PT&E");
- EM Agency Administration; and,
- Equipment.

Supplanting Prohibited
Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund “may not be used to supplant existing funding.” Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: “Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund.”

Annual Certification
Rule 27P-19.004(1), Florida Administrative Code, requires that, in order to receive EMPA funding, "each County Emergency Management Agency shall annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator consistent with subsections 27P-19.005(4) and (5), F.A.C."
TASKS & DELIVERABLES:

Task One: All-Hazards County Emergency Management Agency Administration

Throughout the period of this Agreement, the Recipient shall administer an all-hazard, county emergency management agency that includes preparedness, mitigation, response, and recovery components and capabilities.

Pursuant to Section 252.38(1)(c), F.S., the County Emergency Management Agency shall perform emergency management functions throughout the territorial limits of the county in which it is organized. Additionally, the County Emergency Management Agency shall conduct such activities outside its territorial limits as required by law and in accordance with state and county emergency management plans and mutual aid agreements.

The County Emergency Management Agency shall serve as liaison for and coordinator of municipalities’ requests for state and federal assistance during post-disaster emergency operations. If the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least 20 hours a week in that capacity; or,
- A full-time director.

Task One Deliverables:

In order to demonstrate successful completion of Task 1, the Recipient shall submit to the Division the following:

- For quarter 1, the following certification: “As required by Rule 27P-19.004(1), Florida Administrative Code, and as a condition precedent to receiving any funds under this Agreement, the Recipient certifies its commitment to continuously employ and maintain a full-time County Emergency Management Agency Director or a part-time County Emergency Management Agency Coordinator consistent with subsections 27P-19.005(4) and (5), Florida Administrative Code.”;
- For quarter 1, provide Form 4 - Staffing Detail and position descriptions;
- For quarters 1, 2, 3, and 4, the quarterly report outlined in Attachment D;
- For quarters 1, 2, 3, and 4, and for each category listed below, the Recipient must identify on Form 4 – Staffing Detail at least one employee of the Recipient who is responsible for that area (this can include any employee of the County, not just an employee of the County Emergency Management Agency):
  - Preparedness;
  - Response;
  - Recovery;
  - Mitigation; and,
  - Finance (to include procurement).
- For quarters 1, 2, 3, and 4, timesheets or paystubs for a full-time County Emergency Management Director or a part-time Coordinator if a part-time coordinator is authorized under Rule 27P-19.004(3), F.A.C.; and,
For quarter 1, all employees of the County Emergency Management Agency, and any employee identified in subparagraph 3 above, shall upload into the Division’s SERT TRAC the course completion certificates for any FEMA course ("G", "IS", or other FEMA course) and any Division course ("FL" or other Division course) that pertains to the following areas:
  o Preparedness;
  o Response;
  o Recovery;
  o Mitigation; and,
  o Finance (to include procurement).

For Task 1, the person who executes the certification must possess the legal authority to bind the Recipient.
Task Two - 24-7 Emergency Operations Response Capabilities

Throughout the period of this Agreement, the Recipient shall maintain the capability to respond to all hazards, 24 hours a day, 7 days a week.

Task Two Deliverables:

In order to demonstrate successful completion of Task 2, the Recipient shall submit to the Division the following:

- For quarters 1, 2, 3, and 4, proof that, at least 10 times each quarter, the Recipient has successfully participated in the Division’s weekly communication tests (the Division’s grant manager will verify this Deliverable by coordinating with the State Watch Office; consequently, the Recipient is not required to submit communication reports unless a justification is needed for failure to meet the 10 required communications);
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Information Management requirements contained in Attachment E;
- For quarter 4, proof that the Recipient satisfied the Hurricane Shelter Retrofit requirements contained in Attachment F.
Task Three - Local Budget Match

Throughout the period of this Agreement, and as required by Rule 27P-19.011(1), Florida Administrative Code, the Recipient shall match base grant funds “at the amount either equal to the average of the previous three years’ level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower.”

NOTE: Rule 27P-19.011(1), Florida Administrative Code, states: “County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, F.S., shall not be included in determining the level of county funding of the County Emergency Management Agency.”

Task Three Deliverables:

In order to demonstrate successful completion of Task 3, the Recipient shall submit to the Division the following:

- For quarter 1, the following certification executed by the Recipient: “As required by Rule 27P-19.011, Florida Administrative Code, and as a condition precedent to receiving any funds under this Agreement, the Recipient certifies compliance with all of the requirements contained in Chapter 27P-19, Florida Administrative Code.”;
- For quarters 1, 2, 3, and 4, a current and accurate Local Budget Match Requirement Form (Form 3); and,
- For quarters 1, 2, 3, and 4, a current and accurate County Emergency Management Local Budget (General Revenue).

For Task 3, the person who executes the certification must possess the legal authority to bind the Recipient.

In accordance with Rule 27P-19.011(2), Florida Administrative Code, and if “exceptional financial circumstances” exist, then the Recipient may request from the Division a match reduction:

If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county’s chief elected officer and the certification of reduction in county budget funding shall be signed by the county’s chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current funding levels.
level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved by the governing body of the jurisdiction, or the opportunity to request shall be waived.

In lieu of submitting physical copies of the Local Budget Match Requirement Form and the County Emergency Management Local Budget via mail, the Recipient may upload those documents to the Division's SharePoint portal at: https://portal.floridadisaster.org. If the Recipient chooses to upload those documents to SharePoint, then the Recipient shall annotate that fact on its quarterly report.

As long as the information uploaded to SharePoint is current and accurate, the Recipient does not need to upload those documents more than once.
Task Four – Current Issue in Emergency Management (CIEM)

During the quarter that the meeting is held, the full-time County Emergency Management Director or the part-time Coordinator if a part-time coordinator is authorized under Rule 27P-19.004(3), F.A.C., shall attend the Current Issues in Emergency Management ("CIEM") meeting hosted by the Division.

Task Four Deliverables:

In order to demonstrate successful completion of Task 4, the recipient shall submit to the Division the following:

- Certificate of attendance; and,
- If requesting grant reimbursement, a completed DFS state travel form.
REIMBURSEMENT CONDITIONS:

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented costs incurred during the successful completion of the task(s) required by this Agreement. However, the following limitations shall apply:

- In any quarter, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement; and,
- The cumulative amount of reimbursement for quarters 1, 2, and 3 shall not exceed 85% of the overall amount authorized by this Agreement.

If extraordinary circumstances exist, then the Recipient can request permission from the Division to exceed the 40% cap for a particular quarter. However, under no circumstances shall the cumulative reimbursement amount for quarters 1, 2, and 3 exceed 85% of the overall amount authorized by this Agreement.

FINANCIAL CONSEQUENCES:

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- A 10% reduction of the overall amount authorized by this Agreement.

The Division shall apply the penalty each quarter during which the Recipient fails to successfully complete each of the required tasks. During this Agreement, up to four penalties may be imposed; and, each penalty shall be applied cumulatively.

If, because of circumstances beyond the Recipient’s control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.
ATTACHMENT D
QUARTERLY REPORTS

Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year; and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Report due to FDEM no later than</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1 through September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>October 1 through December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>January 1 through March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>April 1 through June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>

- The Recipient must provide the Division with supporting documentation for the quarterly financial reports. To eliminate large files and mailings, the Division shall accept back up documentation on a CD if desired by the county.
- The Quarterly Tasks form is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) during the agreement period.
- In order to ensure compliance with Rule 27P-19.011, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by the end of the first quarter. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than 45 days after the county budget is approved.
- In a format provided by the Division, Form 4 - Staffing Detail must be submitted by October 31, 2018. Also, each funded county emergency management position description must be submitted to the Division no later than October 31, 2018.
- The final close-out report is due sixty (60) days after termination of this Agreement. Any requests received after August 30, 2019, at the discretion of the Division, may not be reimbursed from this Agreement.

- Programmatic Point of Contact:

<table>
<thead>
<tr>
<th>Contractual Point of Contact</th>
<th>Programmatic Point of Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chanda Jenkins FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4342 <a href="mailto:Chanda.Jenkins@em.myflorida.com">Chanda.Jenkins@em.myflorida.com</a></td>
<td>Karen Lyons FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4325 <a href="mailto:Karen.Lyons@em.myflorida.com">Karen.Lyons@em.myflorida.com</a></td>
</tr>
</tbody>
</table>

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.
ATTACHMENT E
INFORMATION MANAGEMENT

Contacts - The Recipient shall maintain current county emergency management and other contacts through the Division’s SharePoint portal available at https://portal.floridadisaster.org.

From the Portal main page, click “County Links”, then pulldown and select “Update County Contacts.”

This information includes:
- County Director and Alternate contacts
- State Mutual Aid Agreement contacts
- and many more….

Site Identification - The Recipient shall upload current GIS Data to the Division’s SharePoint portal available at https://portal.floridadisaster.org or WebEOC available at https://eoc.floridadisaster.org. Site Identification data includes:

- Through SharePoint - location and attribute information of all –
  - fire rescue
  - law enforcement
  - public safety
  - emergency service stations
- Through WebEOC - location and attribute information of all pre-identified --
  - County Logistics Staging Areas (LSAs)
  - Points of Distribution (PODs)
  - Disaster Recovery Centers (DRCs)

Attribute information shall include at a minimum: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is required).

NOTES:
For Site Identification data uploaded through SharePoint –
To facilitate emergency sites review, FDEM GIS will annually upload a spreadsheet extracted from the critical facility inventory. This spreadsheet is intended to assist counties without GIS resources. Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed.

Counties with GIS resources may, instead of reviewing this spreadsheet –
- Upload zipped shapefiles or geodatabases extracted from a county GIS system,
- Provide URL to a GIS data download website maintained by the county

If counties have no changes since the last agreement period, a statement of “no change” shall be submitted via the SharePoint portal.
ATTACHMENT F
HURRICANE SHELTER RETROFIT

Hurricane Shelter Retrofit - In accordance with Florida’s statewide hurricane shelter space deficit elimination program, the Recipient must upload items A- E on the Division’s SharePoint portal by the end of the 4th Quarter at: https://portal.floridadisaster.org. The responses collected in this task are the basis for the Shelter Retrofit Report as required by 252.38 F.S. Each county’s current Shelter Inventory Spreadsheet shall be available on SharePoint for reference.

A. Hurricane shelter deficit reduction progress information.
   1. Submit a list of newly constructed “as-is”, retrofit and or Enhanced Hurricane Protection Areas (EHPA) facilities. If none, enter “none”.
   2. Submit any corrections needed on the Shelter Inventory Spreadsheet. If none, enter “no corrections needed, the information is correct”.

B. Current or newly completed hurricane shelter retrofit projects.
   1. List all hurricane shelter retrofit projects completed in the previous fiscal year regardless of funding source(s). If none, enter “none”.
   2. List potential hurricane shelter retrofit projects. Listing projects is the first step for grant eligibility. If none, enter “none”.

C. Update Special Needs Shelters’ (SpNS) power systems.
   1. Respond yes or no to this statement on the SharePoint portal: All designated SpNS have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment.
   2. If no, upload a strategy so that all designated SpNS shall have a standby power capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.

D. Update SpNS client space capacity.
   1. Respond yes or no to this statement on the SharePoint portal: The county has designated sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (published January 31, 2018).
   2. If no, upload a strategy to achieve sufficient SpNS client spaces to meet the anticipated five-year demands as determined by the 2018 Statewide Emergency Shelter Plan (January 31, 2018).

E. Upload a brief report on results of the year’s coordination with school boards, community colleges and universities (as applicable). The most recent published Statewide Emergency Shelter Plan provides guidance for implementation of the criteria. The Report to the Division shall discuss, at an executive level, the results of the meeting(s) including:
   1. Status of EHPA or new construction projects from previous reports to the Division
   2. List of planned facilities/buildings (e.g., initial name/title of the project (such as, High School AAA), location and estimate of shelter space floor area or spaces) that the educational agency shall design and/or build in the coming two (2) years; and five (5) years.
   3. List of facilities/buildings that shall be designed and constructed as EHPA, include (if available) anticipated hurricane shelter space capacity.
   4. List of facilities/buildings for which an exemption from EHPA shall be requested, and anticipated statute or code-based cause(s) for such exemption(s).
   5. List of facilities/buildings where future retrofitting may be practical to assist in creating shelter space.
   6. Upload a copy of the participant sign-in sheet with agency affiliation shown, and a copy of any meeting minutes (or similar documentation).
Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, ____________________________, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient’s subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

____________________________________

By: ________________________________

____________________________________

Signature Recipient’s Name

____________________________________

Name and Title FDEM Contract Number

____________________________________

Street Address Project Number

____________________________________

City, State, Zip

____________________________________

Date
ATTACHMENT H
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:
If you are requesting an advance, indicate same by checking the box below.

[  ] ADVANCE REQUESTED
Advance payment of $ ______________ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

<table>
<thead>
<tr>
<th>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</th>
<th>20__-20__ Anticipated Expenditures for First Three Months of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>For example</td>
<td></td>
</tr>
<tr>
<td>ADMINISTRATIVE COSTS</td>
<td></td>
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<tr>
<td>(Include Secondary Administration.)</td>
<td></td>
</tr>
<tr>
<td>For example</td>
<td></td>
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<tr>
<td>PROGRAM EXPENSES</td>
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<tr>
<td>TOTAL EXPENSES</td>
<td></td>
</tr>
</tbody>
</table>

LINE ITEM JUSTIFICATION  (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Supporting documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Advance payment of $ _____________ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.