

**AGREEMENT WITH
THE CITY OF NEW PORT RICHEY FOR
CIRCLE BOULEVARD IMPROVEMENTS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CFDA NO. 14.218**

THIS AGREEMENT is entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, with an address of 37918 Meridian Avenue, Dade City, Florida 33525, by and through its Board of County Commissioners, herein referred to as "COUNTY," and the City of New Port Richey, a public body corporate of the State of Florida, with an address of 5919 Main Street, New Port Richey, Florida, 34652, herein referred to as "SUBRECIPIENT," for the use of Community Development Block Grant, herein referred to as "CDBG," funds.

W I T N E S S E T H:

WHEREAS, the COUNTY made application for and received CDBG Entitlement funds from the U.S. Department of Housing and Urban Development, herein referred to as "HUD," under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383, pursuant to Funding Approval Agreement B-15-UC-12-0009 executed on January 26, 2016; and

WHEREAS, the COUNTY is undertaking certain activities to develop a viable community by providing decent housing, a suitable living environment, and expanding economic opportunities principally for low- and moderate-income persons, as described in the CDBG Program application; and

WHEREAS, the SUBRECIPIENT receives a fair share allocation of CDBG funds as a unit of local government participating in the CDBG Program as an urban county, and as described in the Cooperation Agreement approved by the COUNTY on July 11, 1995, as amended on September 8, 2015; and

WHEREAS, the SUBRECIPIENT has requested funds from the COUNTY for the benefit of low- and moderate-income persons, as described in the CDBG Program application; and

WHEREAS, the COUNTY and SUBRECIPIENT desire to enter into an agreement in accordance with 24 Code of Federal Regulations (CFR), 570.503, to allow the SUBRECIPIENT to utilize an allocated sum of CDBG funds to carry out the project activities in compliance with the CDBG Program application; and

WHEREAS, to further support and train the SUBRECIPIENT to efficiently carry out the terms and conditions of the written agreement, the COUNTY has provided the SUBRECIPIENT with a copy of the *Pasco*

County Grants Management Manual for Subrecipients that emphasizes administrative requirements for internal management of financial systems, procurement and contracting, property management and disposition, record-keeping and reporting requirements, other administrative and program requirements, audits, and close out of grants; and

WHEREAS, Exhibits A, B, and C, which are attached and further explain this agreement, are incorporated by reference and made part of this agreement.

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

ARTICLE I

WHEREAS CLAUSES

The WHEREAS clauses set forth above are incorporated herein by reference and made part of this agreement.

ARTICLE II

NATIONAL OBJECTIVE AND PURPOSE

The purpose of this agreement is to allocate the SUBRECIPIENT's unexpended CDBG funds so that the SUBRECIPIENT may accept the allocated sum for the project and administer the project, more specifically described in Article IV, "Statement of Work;" execute Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.), 5301, et seq.); and carry out a national objective, as set forth in 24 CFR, 570.208. By executing this agreement and accepting the allocated sum for the project described in Article IV, the SUBRECIPIENT certifies that the work performed will meet the national objective as further described in Exhibit A.

ARTICLE III

ALLOCATION

The SUBRECIPIENT is allocated a total sum of One Hundred Ninety-Eight Thousand Nine Hundred Seventy and 00/100 Dollars (\$198,970.00), herein referred to as "Allocated Sum," by the COUNTY from its CDBG Program award, in consideration for performance of the project as indicated in Article IV. The funding is comprised of Seventy-Three Thousand Two Hundred Eighteen and 00/100 Dollars (\$73,218.00) unexpended

from Program Year 2014-2015 CDBG allocation and One Hundred Twenty-Five Thousand Seven Hundred Fifty-Two and 00/100 Dollars (\$125,752.00) allocated from Program Year 2015-2016.

ARTICLE IV

STATEMENT OF WORK

1. Project. The Project that is the purpose of this agreement, herein referred to as "Project," is more particularly described in Exhibit A.

2. Budget. The COUNTY and the SUBRECIPIENT agree that the budget submitted for the Project as indicated in Article III, as part of SUBRECIPIENT's application for the Allocated Sum, herein referred to as "Project Budget," shall be the basis for the Allocated Sum. The Project Budget may be revised from time to time for not more than an amount, in sum or aggregate, of ten (10) percent of the Allocated Sum herein, and only if approved by the County Administrator or designee. Any such revision shall be in writing by the SUBRECIPIENT, itemizing the changes from the approved Project Budget. The County Administrator or designee shall have no obligation to approve any such revision. In the event the County Administrator or designee approves any such revision, the SUBRECIPIENT shall be notified in writing of the exact dollar amount increase and the date such approval shall be effective.

3. Schedule. The timeframe to provide Project services, herein referred to as "Project Schedule," begins on the date last signed by both parties and ends on September 30, 2018, as indicated in Exhibit A. The Project Schedule shall be strictly followed by the SUBRECIPIENT in performing and completing the Project.

ARTICLE V

PERFORMANCE, SUBCONTRACTS, AND AMENDMENTS

1. Performance Monitoring. The COUNTY shall monitor the performance of the SUBRECIPIENT against goals and performance standards as required herein. Substandard performance, as determined by the COUNTY, will constitute noncompliance of this agreement. If such substandard performance is not corrected by the SUBRECIPIENT within a period of forty-five (45) days after being notified by the COUNTY, in accordance with Article XII contract suspension or termination procedures may be initiated

and enforced in accordance with regulations set forth in 24 CFR, Part 84.60-62, Part 85.43, and Article IX herein.

2. Procurement Standards. The SUBRECIPIENT shall comply with written procurement procedures provided in the *Grants Management Manual* referenced herein, in compliance with 24 CFR, 570.502 and applicable Federal law and standards identified in 24 CFR, 84.40 through 84.48, and 85.36, as appropriate. All procurement transactions shall be conducted in a manner to provide to the maximum extent, practical, open, and free competition. Bid packages and advertisements shall be subject to COUNTY review and approval before being published. Documentation concerning the selection process for all contracts or subcontracts shall be forwarded to the COUNTY for review and approval prior to award.

3. Laws. The SUBRECIPIENT shall not enter into any contracts or subcontracts in the performance of this agreement without the written approval of the COUNTY. All contracts or subcontracts made by the SUBRECIPIENT to carry out the Project herein shall be made in accordance with all applicable Federal, State, and local laws, rules, and regulations stipulated in this agreement and in strict accordance with all terms, covenants, and conditions in this agreement. Any worker's services contracted hereunder shall be specified by written contract or agreement and shall be subject to each article set forth in this agreement.

4. Subcontract Monitoring. The SUBRECIPIENT shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Such summaries and documents shall be submitted to the COUNTY with each quarterly report.

5. Amendments. The COUNTY or the SUBRECIPIENT may amend this agreement provided that such amendments make specific reference to this agreement, and are executed and approved in writing by the governing bodies of each party. Such amendments shall not invalidate this agreement, nor relieve or release the COUNTY or the SUBRECIPIENT from its obligations under this agreement, or change the independent contractor status of the SUBRECIPIENT.

The COUNTY may, at its discretion, amend this agreement to conform with Federal, State, or local government guidelines, policies, or available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or the schedule of activities to be

undertaken as part of this agreement, such modifications will be incorporated only by written amendments signed by both the COUNTY and the SUBRECIPIENT.

6. Prior County Approvals. The following includes, but is not limited to, activities that require the prior written approval of the COUNTY to be eligible for payments:

- a. All bid packages, proposed advertisements, and procurement documentation for services, prior to award.
- b. The initiation of new activities not covered by this agreement, or changes in the location, or the deletion of any activity/activities.
- c. Any service(s) or activity/activities other than those described in Article IV above.
- d. Any proposed revisions to this agreement.
- e. Requests to utilize remaining funds should there be a surplus after work is substantially completed.

ARTICLE VI

PAYMENT

Payment by the COUNTY of the Allocated Sum to the SUBRECIPIENT as reimbursement or the SUBRECIPIENT's vendor for performance of the Project shall be as follows:

1. The SUBRECIPIENT shall submit to the COUNTY, through its COUNTY Community Development Department, any and all documents verifying the request for payment, herein "Verifying Documents." Verifying Documents shall be submitted to the COUNTY within thirty (30) days from the day the SUBRECIPIENT received service or performance or supplies from a vendor and in no event later than forty-five (45) days from when the SUBRECIPIENT receives the bill/invoice from the vendor. Final request for payment shall be submitted no later than thirty (30) days from Project completion. Verifying Documents may include, but are not limited to:

- a. Records of staff time, documented time sheets, with original signatures of the staff person and a documented official, all applicable cancelled checks (front and back) or a bank statement , receipts for material and labor, documentation of SUBRECIPIENT's Project administration costs, and any invoices chargeable to the Project.

b. An original invoice and written approval by the SUBRECIPIENT for each eligible expense to be paid directly to the vendor, or a written request for reimbursement that includes a copy of applicable invoices for each eligible expense.

c. Invoices from the vendor, including details of the amounts being invoiced, and copies of cancelled checks, front and back, which have been processed for payment for items that apply to the reimbursement of the SUBRECIPIENT's funds.

2. Within ten (10) working days of receipt of Verifying Documents, the COUNTY shall, in its sole discretion, determine if the Verifying Documents, or any portion of them, are acceptable and in strict compliance with the purpose, national objective, and laws stated herein and approve them for payment. If, at the sole discretion of the COUNTY, it is determined there are any errors in the Verifying Documents, the COUNTY shall notify the SUBRECIPIENT within ten (10) working days of receipt of the Verifying Documents. The SUBRECIPIENT shall submit corrected Verifying Documents within ten (10) working days of receipt of notice. Payment shall not be made for any Verifying Documents that contain errors.

3. Upon determination by the COUNTY that Verifying Documents are approved, the COUNTY will initiate the payment process in accordance with Section 218.73-74, Florida Statutes, considered due upon receipt by the Clerk & Comptroller's Office, and paid upon approval by the COUNTY. The COUNTY reserves the right to delay any payment request for Verifying Documents containing errors, until such errors are corrected to the satisfaction of the COUNTY.

4. In no event shall the COUNTY be obligated to reimburse for any Verifying Documents older than sixty (60) days from the date of receipt by the SUBRECIPIENT from a vendor.

5. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with 24 CFR, 84.20-28, or 24 CFR, 85.20-26, as applicable, and the standards specified in 2 CFR, 200, as applicable.

6. If applicable, program income must be disbursed before the SUBRECIPIENT requests funds from the COUNTY.

7. If any costs are disallowed up to five (5) years after expiration of this agreement or until HUD closes out the Project, whichever occurs later, and the COUNTY is forced to reimburse the CDBG Program or HUD, then the SUBRECIPIENT shall reimburse the COUNTY for the said costs.

ARTICLE VII

TERM

The term of this agreement shall be in effect from the last date signed by both parties to September 30, 2018, until such time as the monitoring period has expired.

ARTICLE VIII

CONTINUITY OF SERVICE

Applicable N/A

1. The SUBRECIPIENT and the COUNTY acknowledge and agree that, in addition to all other terms, covenants, and conditions herein, the SUBRECIPIENT shall be obligated to use the property that is the subject of the Project herein, in a manner strictly consistent with Article II and Article IV, and as further indicated in a certain note and mortgage between the COUNTY and the SUBRECIPIENT, to be recorded in Pasco County's Official Records, regarding such real property of the Project herein. Such obligation shall survive any expiration or termination of this agreement.

2. The obligation of this Subsection 1 above may be waived by HUD and the County Administrator or designee, in whole or part, only by written approval by HUD and the County Administrator or designee indicating this agreement and article and the extent of any waiver. Such waiver may be granted only upon the following conditions having occurred, as set forth in 24 CFR, 570.505: The COUNTY will not allow change of the use or planned use as intended in Articles II and IV herein of any property acquired or improved by the CDBG Program Allocated Sum, including the beneficiaries of such use from that for which the acquisition or improvement was made, unless the COUNTY provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and the new use of such property qualifies as meeting one of the national objectives in 24 CFR, 570.208, of providing services to low- and moderate-income persons and is not a building for the general conduct of government.

3. If the COUNTY and the SUBRECIPIENT determine, after consultation with affected citizens, that it is appropriate to change the use of the Project property to a use which does not strictly adhere to Articles II and IV herein, the SUBRECIPIENT may retain or dispose of the Project property for such changed

use only after the CDBG Program has reimbursed the principal amount of the recorded COUNTY note and mortgage.

4. If the change of use occurs after closeout of the COUNTY's entitlement program under CDBG, the provisions governing income from the disposition of the real property in 24 CFR, 570.504(b)(4) or 570.504(b)(5), as applicable, shall apply to the use of funds reimbursed. Reimbursement shall be from the SUBRECIPIENT to the COUNTY for the CDBG Program fund. In the event of such a disposition process, specific instructions for sale of the Project property will be provided to the SUBRECIPIENT by the COUNTY. Following the reimbursement of the CDBG Program, the property will no longer be subject to any CDBG Program requirements.

ARTICLE IX

SUSPENSION AND TERMINATION

1. Termination

a. Either party may terminate this agreement without cause, at any time, by giving at least a thirty (30) day written notice to the other party of such termination. Either party may terminate this agreement with cause immediately.

b. In the event of any termination, 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 COUNTY, become the property of the COUNTY, 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.

c. Cause shall include, but is not limited to, failure to strictly comply with 24 CFR, 570.502 and 570.503, all applicable Federal, State, and local laws, rules and regulations, or any substandard performance by the SUBRECIPIENT. Substandard performance shall be any performance indicated by Verifying Documents but not reflected in the actual performance of the Project. In the event of substandard performance, the COUNTY shall notify the SUBRECIPIENT in writing of such substandard performance, and the SUBRECIPIENT shall take corrective action within a reasonable time, but in no event later than forty-five (45) days from receipt of the notice from the COUNTY.

2. Suspension. In lieu of termination upon a finding of cause, as defined in this article, the COUNTY may suspend this agreement and withhold any payment of Allocated Sum until such time as the SUBRECIPIENT is found to be in compliance by the COUNTY.

ARTICLE X

Applicable N/A

PROGRAM INCOME

The SUBRECIPIENT shall report monthly all program income, as defined in 24 CFR, 570.500(a) and (b), generated by activities carried out with the Allocated Sum made available under this agreement. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth in 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 balances on hand. All unused program income with interest shall be returned to the COUNTY at the end of the contract period. The COUNTY, in turn, will return these monies to HUD.

ARTICLE XI

Applicable N/A

REVERSION OF ASSETS

Upon expiration or termination of this agreement, the SUBRECIPIENT shall transfer to the COUNTY any Allocated Sum funds on hand that are not specifically allocated. Any real property under the SUBRECIPIENT's control that was acquired or improved, in whole or in part, with Allocated Sum in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), will be covered by the regulations specified in 24 CFR, 570.503(b)(7).

ARTICLE XII

NOTICES

All communication and notices shall be in writing and directed by certified mail, unless otherwise waived, to the following representatives:

PASCO COUNTY

Community Development Director
5640 Main Street, Suite 200
New Port Richey, FL 34652-2634
(727) 834-3445

SUBRECIPIENT

Debbie L. Manns, City Manager
5919 Main Street
New Port Richey, FL 34652-2634
Federal ID No. 59-6000386
DUNS No. 083198242/5C6G3

Any party shall be deemed on notice when such correspondence is received.

ARTICLE XIII

INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall, at all times, remain an independent contractor with respect to the services to be performed under this agreement. The COUNTY shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance.

ARTICLE XIV

COUNTY RECOGNITION

The SUBRECIPIENT shall ensure recognition of the role of the COUNTY in providing services through this agreement. All activities, facilities, and items utilized pursuant to this agreement shall be permanently labeled as to the funding source. In addition, the SUBRECIPIENT shall include in all its publications a reference to the support provided herein through the CDBG Program and made possible with funds provided under this agreement by the Pasco County Board of County Commissioners.

ARTICLE XV

UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with 24 CFR, 570.502, 570.503, and 570.610, and agrees to adhere to accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT shall administer the Project in conformance with 2 CFR, 200, as revised, as appropriate, to ensure substantial adherence to the applicable accounting principles and procedures required therein, utilization of adequate internal controls, and the maintenance of necessary source documentation for all costs incurred.

ARTICLE XVI

RECORD RETENTION

1. Maintenance of Records

a. The SUBRECIPIENT shall maintain all records required by Federal regulations specified in 24 CFR, 570.506 that are pertinent to the Project herein funded by the Allocated Sum. Such records shall include, but are not limited to:

(1) Application requesting Project funding.

(2) Executed SUBRECIPIENT agreement approving the Project, including any amendments to this agreement.

(3) Records providing a full description of each activity undertaken.

(4) Records demonstrating that the activity meets the national objective herein.

(5) Records determining eligibility of work performed for the Allocated Sum.

(6) Records documenting the acquisition, improvement, use, or disposition of real property acquired or improved with the Allocated Sum, if applicable.

(7) Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG Program, if applicable.

(8) Financial records as required by 24 CFR, 570.502, 570.610, and all Financial Management standards as specified in Exhibit B.

(9) Records documenting compliance with Subpart K of 24 CFR, 570.

(10) Copy of quarterly reports submitted as required herein.

b. The SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet the eligibility criteria and shall conform to the "changes in use" and restrictions specified in 24 CFR, 570.505.

c. 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, demographic information including ethnicity, race, gender, and head of household, and a description of services provided. Such information shall be made available to the COUNTY monitors for review upon request.

2. Retention of Records. The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this agreement for a period of five (5) years after the termination of all activities funded under this agreement, after the resolution of all Federal audit findings, or until the note and mortgage associated with this agreement are satisfied, whichever occurs later. Records for nonexpendable property acquired with funds under this agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

3. Access to Records. The COUNTY and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access shall last as long as any record is required to be retained. Access shall be made available during normal business hours and as often as the COUNTY or any authorized representative of the Federal government deems necessary.

4. All original records and documents pertinent to this agreement shall be retained by the SUBRECIPIENT during the terms of this agreement. All records, including supporting documentation, shall be sufficient to determine compliance with the requirements of this agreement and all other applicable laws and regulations. The SUBRECIPIENT, its employees or agents, shall provide access during the contract period to all related records and documents for accounts placed with the SUBRECIPIENT by the COUNTY, at reasonable times to the COUNTY, its employees or agents. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the COUNTY. The SUBRECIPIENT shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the SUBRECIPIENT in connection with this agreement, including the provisions of public access and for copies at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by the law. The SUBRECIPIENT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

5. The SUBRECIPIENT shall meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of the SUBRECIPIENT upon termination of this agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

ARTICLE XVII

AUDITS AND MONITORING

1. In the event that the SUBRECIPIENT expends Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the SUBRECIPIENT must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR, 200, as revised. Article III indicates Federal resources awarded through the COUNTY by this agreement. In determining the Federal awards expended in its fiscal year, the SUBRECIPIENT shall consider all sources of Federal awards, including Federal resources received from the COUNTY. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR, 200, as revised. An audit of the SUBRECIPIENT conducted by the Auditor General in accordance with the provision of 2 CFR, 200, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Subsection 1 above, the SUBRECIPIENT shall fulfill the requirements relative to audit responsibilities as provided in 2 CFR, 200, as revised.

3. If the SUBRECIPIENT expends less than Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR, 200, as revised, is not required. In the event that the SUBRECIPIENT expends less than Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR, 200, as revised, the cost of the audit must be paid from non-Federal resources.

4. In addition to reviews of audits conducted in accordance with 2 CFR, 200, as revised, monitoring procedures may include, but not be limited to, on-site visits by the COUNTY and/or HUD; limited-

scope audits as defined by 2 CFR, 200, as revised; submittal and review of financial management statements; and/or other procedures. By entering into this agreement, the SUBRECIPIENT agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the COUNTY and/or HUD. In the event the COUNTY and/or HUD determines that a limited-scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by the COUNTY and/or HUD to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the COUNTY, Chief Financial Officer, or Auditor General.

ARTICLE XVIII

PERSONNEL AND PARTICIPANT CONDITIONS

1. Civil Rights

a. Compliance. The SUBRECIPIENT shall 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, as amended; the Americans with Disabilities Act of 1990, as amended; the Age Discrimination Act of 1975, as amended; Executive Order 11063, as amended; and Executive Order 11246, as amended.

b. Nondiscrimination. The SUBRECIPIENT shall comply with nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR, 570.607, Executive Order 13279, as amended, and all other applicable laws, rules, and regulations.

c. Section 504. The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C., 794, and 24 CFR, Parts 8 and 9), as amended, prohibiting discrimination against individuals with disabilities.

2. Affirmative Action

a. Approved Plan. The SUBRECIPIENT agrees that it shall be committed to carry out its activities pursuant to the COUNTY's specifications and to the Affirmative Action program in keeping with

principles as provided in the President's Executive Order 11246 of September 24, 1965, as amended. Such information shall be made available to the CDBG Program administrator for review upon request.

b. Women and Minority-Owned Businesses. The SUBRECIPIENT will use its best efforts to afford women- and minority-owned business enterprises the maximum practical opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The SUBRECIPIENT may rely on written representations by subcontractors regarding their status as minority and women business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the COUNTY, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice from the SUBRECIPIENT's 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.

e. Equal Employment Opportunity and Affirmative Action 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.

f. Subcontract Provisions. The SUBRECIPIENT shall include the provisions of Subsection 1-A, Civil Rights, and Subsection 2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

3. Employment Restrictions

a. Prohibited Activities. The SUBRECIPIENT shall not use any portion of the Allocated Sum or personnel employed to carry out this agreement for political activities, inherently religious activities, and lobbying, political patronage, or nepotism activities.

Applicable N/A

b. Labor Standards. The SUBRECIPIENT shall comply with the Davis-Bacon Act, as applicable, the provisions for Contract Work Hours and Safety Standards Act (40 U.S.C., 327, et seq.), and all other applicable Federal, State, and local laws and regulations. The SUBRECIPIENT further shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C., 874, et seq.). The SUBRECIPIENT shall maintain documentation demonstrating compliance with the hour and wage requirements of this subsection.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all subcontractors engaged under contracts in excess of Two Thousand and 00/100 Dollars (\$2,000.00) for construction, renovation, or repair of any building, or work financed in whole or part with assistance provided under this agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such agreements; and with the applicable requirements of the regulations of the United States Department of Labor under 29 CFR, Parts 1, 3, 5, 6, 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 language to be inserted in full in all such contracts subject to such regulations and provisions, meeting the requirements of this article.

Applicable N/A

c. Section 3 Clause.

(1) Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, the regulations set forth in 24 CFR, 135, and applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and is binding upon the COUNTY, the SUBRECIPIENT, and any subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the SUBRECIPIENT, and any subcontractors, their successors and assignees, to those sanctions specified by the agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with the Section 3 requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this contract is project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended (12 U.S.C., 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the Project area, in contracts for work in connection with the Project, the award to business concerns which are located in or owned in substantial part, by persons residing in areas of the Project."

(2) Notifications. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or contract or understanding, if any, a notice advising the said labor organization or worker's representative of its commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(3) Subcontracts. The SUBRECIPIENT will include the Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the COUNTY or the Federal government. The SUBRECIPIENT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of the regulations at 24 CFR, 135, and will not subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements.

4. Conduct

a. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR, 570.611. The SUBRECIPIENT shall maintain no present or future financial interest, direct or indirect,

which would conflict, in any manner or degree, with the performance of services required under this agreement as indicated in 24 CFR, 84.42, or 85.36, as applicable. The SUBRECIPIENT shall not employ or retain any person or entity with a financial interest in the Project. The SUBRECIPIENT shall not employ, retain, or otherwise grant any financial interest in the Project to any person employee, agent, consultant, officer, or elected or appointed official of the COUNTY who may exercise or have exercised any functions or responsibilities with respect to the Project, or who are in a position to participate in a decision-making process or gain inside knowledge to the Project, either for themselves or anyone with whom they have business or immediate family ties.

c. Lobbying. The SUBRECIPIENT hereby certifies:

(1) No Federal appropriated funds have been 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.

(2) If any funds other than Federally 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 agreement, the SUBRECIPIENT shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The SUBRECIPIENT shall require that the language of the Anti-Lobbying 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 shall certify and disclose accordingly.

d. Copyright. In the event the performance of this agreement results in any copyrighted material or inventions, the COUNTY reserves the right to royalty-free, nonexclusive, and

irrevocable license to reproduce, publish, or otherwise use, and authorize others to use the work or material for governmental purposes.

e. Religious Activities. 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).

ARTICLE XIX

ENVIRONMENTAL CONDITIONS

1. Air and Water. The SUBRECIPIENT agrees to comply with the following regulations insofar as they apply to the performance of this agreement:

a. Clean Air Act, 42 U.S.C., 7401, et seq.

b. Federal Water Pollution Control Act, as amended; 33 U.S.C., 1251, et seq., as amended; and 33 U.S.C., 1318, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in the said Sections 114 and 308, and all regulations and guidelines issued thereunder.

c. Environmental Protection Agency Regulations pursuant to 40 CFR, 50, as amended.

d. National Environmental Policy Act of 1969, as amended.

e. HUD Environmental Review Procedures (24 CFR, 58).

2. 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 Paint Regulations in 24 CFR, 570.608, 24 CFR, 35, and, in particular, Subpart B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants, or 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 paints and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based poisoning.

3. Historic Preservation. The SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended

(16 U.S.C., 470), and the procedures set forth in 36 CFR, 800, Advisory Council on Historic Preservation Procedures, for protection of historic properties insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for rehabilitation and demolition of all properties built fifty (50) years ago to assess how the activity could affect historic property listed in, or eligible for, the National Register of Historic Places.

4. Flood Disaster Protection. In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C., 4001), the SUBRECIPIENT shall assure that any activities located in any area identified by the Federal Emergency Management Act as having special flood hazards, flood insurance under the National Flood Insurance Program, and is obtained and maintained for acquisition or construction purposes.

ARTICLE XX

CONTRACT LIABILITY

The COUNTY shall not be liable to any person, firm, or corporation who contracts with, or provides goods or services to, the SUBRECIPIENT in connection with the services as agreed to perform hereunder, or for debts or claims accruing to such parties against the SUBRECIPIENT; there is no contractual relationship either expressed or implied between the COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to the SUBRECIPIENT as a result of its services to the COUNTY hereunder.

ARTICLE XXI

INDEMNIFICATION

The SUBRECIPIENT shall defend, hold harmless, and indemnify the COUNTY and all of its officers, agents, and employees from and against any and all claim, liability, loss, damage, cost, attorney's fee, charge, or expense of whatever kind or nature which the COUNTY may sustain, suffer, incur, or be required to pay by reason of the loss of any monies paid to the SUBRECIPIENT resulting out of fraud, defalcation, dishonesty, or failure of the SUBRECIPIENT to comply with the Housing and Community Development Act of 1974, as amended, and its regulations; or arising out of any act, action, neglect, or omission during the performance of this agreement, as modified, any part thereof, or work performed hereunder, whether direct or indirect; or by

reason or result of injury caused by the SUBRECIPIENT's negligent maintenance or supervision of the property or work performed thereon over which the SUBRECIPIENT has control; or by reason of a judgment over and above the limits provided by the insurance, required under Article XXII of this agreement; or by any defect in the condition or construction of the Project, if the Project was inspected and accepted by the SUBRECIPIENT; whether or not due to, or caused by negligence of the COUNTY, or any of its agents and employees, except that the SUBRECIPIENT will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its agents or employees. The indemnity hereunder shall continue until all provisions of this agreement, including satisfaction of any mortgage and/or promissory note, have been fully performed by the SUBRECIPIENT.

The SUBRECIPIENT's obligation to indemnify, defend, and pay for the defense or, at the COUNTY's option, to participate and associate with the COUNTY in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within seven (7) days of receipt by the SUBRECIPIENT of the COUNTY's notice of claim for indemnification to the SUBRECIPIENT. The notice of claim for indemnification shall be served by certified mail. The SUBRECIPIENT's obligation to defend and indemnify within seven (7) days of receipt of such notice shall not be excused because of the SUBRECIPIENT's inability to evaluate liability, or because the SUBRECIPIENT evaluates liability and determines the SUBRECIPIENT is not liable, or determines the COUNTY is solely negligent. Only a final adjudication judgment finding the COUNTY solely negligent shall excuse performance of this provision by the SUBRECIPIENT. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the SUBRECIPIENT will be obligated to indemnify the COUNTY for the cost of the appeal(s). The SUBRECIPIENT shall pay all costs and fees related to this obligation and its enforcement by the COUNTY.

ARTICLE XXII

INSURANCE

Applicable N/A

1. The SUBRECIPIENT shall procure and maintain for the duration of this agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the SUBRECIPIENT's operation and use of the premises. The cost of such insurance shall be borne by the SUBRECIPIENT.

2. The SUBRECIPIENT shall not enter or occupy the premises until it has obtained all insurance required herein and such insurance has been approved by the COUNTY as provided herein.

3. The SUBRECIPIENT shall furnish certificate(s) of insurance on the form required by the COUNTY to the COUNTY (Attention: Pasco County Risk Manager, West Pasco Government Center, 8731 Citizens Drive, Suite 330, New Port Richey, Florida 34654). The certificate(s) shall clearly indicate the SUBRECIPIENT has obtained insurance of the type, amount, and classification required for strict compliance with this agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice as provided below. The certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY reserves the right to require complete, certified copies of all required policies at any time. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY to the attention of the Pasco County Risk Manager. In the event the insurance coverage expires prior to the termination or end of this agreement, a renewal certificate shall be issued thirty (30) days prior to the expiration date. Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of the liability and obligations under this agreement. Neither approval by the COUNTY or a failure to disapprove insurance certificates or policies furnished by the SUBRECIPIENT shall release the SUBRECIPIENT of full responsibility for all liability or its obligations under this agreement.

4. All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida, have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide, and shall be satisfactory to the COUNTY. All policies of insurance required by this agreement shall be primary insurance with respect to the COUNTY, its officials, agents, and employees. Any insurance or self-insurance maintained by the COUNTY, its officials, agents, or employees shall be in excess of the SUBRECIPIENT's insurance and shall not contribute with it. All policies of insurance required by this agreement, except workers' compensation, shall specifically provide that the COUNTY shall be an "additional insured" under the policy and shall contain a severability of interests' provision. All insurance policies required herein and all provisions hereof shall apply to

all operations, activities, or use by the SUBRECIPIENT, or by anyone employed by or contracting with the SUBRECIPIENT, and it is the SUBRECIPIENT's responsibility to ensure that any contractor, subcontractor, or anyone directly or indirectly employed by any of them, complies with those insurance provisions and that the COUNTY is an "additional insured" on such policies. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY and are the responsibility of the SUBRECIPIENT. The minimum kinds and limits of coverage to be carried by the SUBRECIPIENT shall be as follows:

a. Workers' Compensation and Employer's Liability:

If the SUBRECIPIENT falls under the State of Florida Workers' Compensation law, the SUBRECIPIENT shall provide coverage for all employees. The coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees for losses arising from the leased premises.

b. Comprehensive General Liability:

Shall include premises and/or operations, broad form property damage, independent contractor, contractual liability, and fire legal liability, and shall be written on an "occurrence basis." In the event SUBRECIPIENT is only able to secure coverage on a "claims-made basis," the SUBRECIPIENT shall be obligated, by virtue of this agreement, to maintain tail coverage in effect with no less limits of liability, nor any more restrictive terms and/or conditions, for a period of three (3) years from expiration or termination of this agreement.

Bodily injury and personal injury, including death:

- \$1,000,000.00 each person;
- \$2,000,000.00 aggregate;
- \$1,000,000.00 each occurrence;
- \$2,000,000.00 aggregate.

ARTICLE XXIII

Applicable N/A

MAINTENANCE AND REAL PROPERTY PROTECTIONS

1. The SUBRECIPIENT is required to maintain the real property and structures located thereon in a condition that meets all the current COUNTY housing, safety, and health standards. The COUNTY may have inspections of the premises performed by COUNTY staff, or on its behalf, for structural integrity and safety.

2. The SUBRECIPIENT shall not mortgage or otherwise encumber title to the property of the Project by utilizing it as collateral for any type of lien, note, mortgage, debt obligation, or security agreement without prior written approval by the COUNTY. The SUBRECIPIENT shall not subject the title to such property to any liens or grants; the making of any Federal loan; the entering into of any cooperative agreement; or to the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement without prior written approval from the COUNTY.

ARTICLE XXIV

GENERAL CONDITIONS

1. Assignment. No assignment, delegation, transfer, or novation of this agreement, or any part hereof, may be made unless in writing and signed by all parties hereto.

2. 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.

3. Modification. No modification, addendum, or amendment of any kind whatsoever may be made to this agreement unless in writing and signed by all parties hereto. This agreement may be amended from time to time to conform to Federal, State, or local governmental guidelines, policies, or available funding amounts, and such approval shall not be unreasonably withheld.

4. Entire Agreement. This agreement represents the entire agreement between the parties and supersedes any and all prior agreements, written or oral, relating to the matters set forth herein. Prior agreements, negotiations, or understandings shall have no force or effect on this agreement.

5. Sovereign Immunity. To the extent permitted by law, nothing in this agreement shall be construed in any way to waive the sovereign immunity of the COUNTY, as provided by the laws of the State of Florida.

6. Laws. This agreement shall be governed by all applicable Federal laws, rules, and regulations referenced herein, in Exhibit B, attached hereto and incorporated by reference, and any and all other Federal, State, and local laws, rules, and regulations that apply.

7. Venue. Venue for any litigation arising from this agreement shall be in the Sixth Judicial Circuit of Florida, in and for Pasco County.

8. This agreement shall take effect the last day all parties hereto have signed.

ARTICLE XXV

QUARTERLY REPORTING REQUIREMENT

The SUBRECIPIENT shall submit to the COUNTY CDBG administrator a quarterly activity report, as indicated in Exhibit C, attached hereto and incorporated herein, every ninety (90) days from the effective date of this agreement. Reports are due by the 15th of the month and must include information on levels of accomplishment, national objectives met for each activity funded, and subcontract monitoring reports as applicable.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the last date set forth below.

(SEAL)

ATTEST:

PAULA S. O'NEIL, Ph.D., CLERK & COMPTROLLER

ATTEST:

DOREEN SUMMERS, CITY CLERK

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

KATHRYN STARKEY, CHAIRMAN

CITY OF NEW PORT RICHEY

DEBBIE L. MANNS, CITY MANAGER

DATE: _____

EXHIBIT A

- A-1 **National Objective:** 24 CFR, 570.208(a)(1)(i) Area benefit for low and moderate income persons.
- A-2 **Project:** The project will include the construction of asphalt resurfacing, sidewalk and ADA improvements, and drainage improvements on Circle Boulevard, from Bank Street to Sims Lane. Improvements will focus on the replacement of damaged sidewalk sections as to make it safe for walking pedestrians; road improvements and drainage improvements providing safer conditions for drivers of motorized vehicles, and bicycle operators that travel on the current substandard surfaces on and adjacent to Circle Boulevard.
- A-3 **Project Budget:** CDBG funds in the amount of One Hundred Ninety-Eight Thousand Nine Hundred Seventy and 00/100 Dollars (\$198,970.00) are allocated for the construction of this project. Design of the project has been completed by SUBRECIPIENT staff.
- A-4 **Project Schedule:** The term of this agreement is in effect from the date last signed by both parties and is to be completed on or before September 30, 2018.

EXHIBIT B BASIC ELEMENTS OF A SUBRECIPIENT AGREEMENT*

Provisions		24 Code of Federal Regulations	Financial Management for Nonprofit and Government Subrecipients	Other Federal Regulations
1.	Meets National Objective Compliance/Eligible Activity	570.200, 570.201- 570.209, 570.506		
2.	Scope of Work	570.503		
3.	Time of Performance	570.503		
4.	Compensation and Method of Payment	570.502; 570.513	2 CFR, 200.305	24 CFR, 84, or 24 CFR, 85
5.	Program Income	570.500(a), 570.503(b)(3),570.504	2 CFR, 200.307	24 CFR, 84, or 24 CFR, 85
6.	Record Keeping Requirements	570.500(a), 570.503(b)(2), 570.506	2 CFR, 200.333	24 CFR, 84, or 24 CFR, 85
7.	Reporting Requirements	570.502, 570.507	2 CFR, 200.327	24 CFR, 84, or 24 CFR, 85
8.	Public Access to Program Records	570.502, 570.508	2 CFR, 200.336	24 CFR, 84, or 24 CFR, 85
9.	Grant Close-Out Procedures	570.502, 570.509	2 CFR, 200.343	24 CFR, 84, or 24 CFR, 85
10.	Uniform Administrative and Program Management Standards	570.502, 570.503(b)(4), 570.610	2 CFR, 200	24 CFR, 84, or 24 CFR, 85
11.	Reversion of Assets	570.502, 570.503, 570.505	2 CFR, 200	24 CFR, 84, or 24 CFR, 85
12.	Real Property	570.502, 570.503(b)(8), 570.505	2 CFR, 200	24 CFR, 84, or 24 CFR, 85
13.	Other Program Requirements	570.503(b)(5), 570.600 570.614		
14.	Termination	570.502, 570.503	2 CFR, 200	24 CFR, 84, or 24 CFR, 85
15.	Compliance with Laws/Regulations	570.501, 570.502	2 CFR, 200	24 CFR, 84, or 24 CFR, 85
16.	Antidiscrimination/Affirmative Action EEO/Labor Standards	570.601, 570.602, 570.603, 570.607		24 CFR, 8; 24 CFR, 41; 24 CFR, 60
17.	Financial Management	570.502, 570.610	2 CFR, 200	24 CFR, 85** Treasury Cir. 1075; 24 CFR, 84
18.	Audits	570.502, 570.610	2 CFR, 200	24 CFR, 84, or 24 CFR, 85
19.	Religious and Political Activities	570.200(j), 570.207, 570.503(b)(6)*		
20.	Budget Modifications	570.502, 570.503(b)(1)	2 CFR, 200.308	24 CFR, 84, or 24 CFR, 85
21.	Monitoring	570.501(b), 570.502(b)(vii), 570.503(b)(1)	2 CFR, 200	24 CFR, 84, or 24 CFR, 85
22.	Conflict of Interest	570.611	2 CFR, 200	24 CFR, 84, or 24 CFR, 85
23.	Procurement Methods	570.502	2 CFR, 200.317	24 CFR, 84, or 24 CFR, 85
24.	Budget	570.503		
25.	Project Schedule/Milestones	570.503		
26.	Environmental Review	570.503(b)(5)(i), 570.604		24 CFR, 58

* Unless otherwise noted, citations are from Title 24 of the Code of Federal Regulations (CFR).
24 CFR, 84, For nongovernmental SUBRECIPIENTS.
24 CFR, 85, For governmental SUBRECIPIENTS.

EXHIBIT B PUBLIC FACILITIES AND INFRASTRUCTURE

Public Facilities and Infrastructure Provisions		Section of CFR	Other References
1.	Eligibility	24 CFR, 570.200(b), 570.201(c), 570.207(a)(1)	
2.	Federal Labor Standards Davis-Bacon Copeland Act Contract Work Hours and Safety Standards	24 CFR, 570.603	Section 110, Housing and Community Development Act of 1974 (HCD); 40 U.S.C., 276a to 276a-5; 40 U.S.C., 327 (et. seq.)
3.	Nondiscrimination/EEO	24 CFR, 570.601, 570.602, 570.607; 24 CFR, Part 8; 41 CFR, 60	Executive Orders 11246 and 12086; 12 U.S.C., 1701w; Section 564 of the Rehabilitation Act of 1973; The Americans with Disabilities Act of 1990
4.	List of Debarred or Ineligible Contractors	24 CFR, 570.609; 24 CFR, 24	
5.	Fire Safety Codes		Local
6.	Building, Housing, and Zoning Codes		Local
7.	Lead-Based Paint	24 CFR, 570.608; 24 CFR, 35	42 U.S.C., 4831(b)
8.	Environmental/Historic Preservation Fish and Wildlife Protection Flood Disaster Protection Flood Plain National Environmental Policy Act National Historic Preservation Noise Abatement & Control Act Wetlands Air Quality Water Quality Solid Waste Disposal Coastal Areas Endangered Species Thermal/Explosive Hazards	24 CFR, 570.604, 570.202 24 CFR, 570.605, 44 CFR, 59-79 24 CFR, 58 36 CFR, 800 24 CFR, 51 24 CFR, 50	Section 104(g), HCD 42 U.S.C., 4001

EXHIBIT C PASCO COUNTY CDBG PROGRAM QUARTERLY ACTIVITY REPORT

Reporting Period (check one): Quarter 1: <input type="checkbox"/> October 1 – December 31 Quarter 3: <input type="checkbox"/> April 1 – June 30 Quarter 2: <input type="checkbox"/> January 1 – March 31 Quarter 4: <input type="checkbox"/> July 1 – September 30	Date Report Submitted:
1. Subrecipient Name (same as agency name):	
2. CDBG Project Name (same as project name):	
3. Name of Contact Person:	
4. Contact Email Address:	
5. Area Code and Phone Number (same as agency phone no.):	

I. Beneficiaries by Income Level (Area Median Income [AMI])

Income Level	Total Beneficiaries (This Quarter)	Total Beneficiaries (YTD)
Extremely Low (30% of AMI)		
Low (50% of AMI)		
Moderate (80% of AMI)		
Non-Low/Moderate (more than 80% AMI)		

II. Beneficiaries by National Objectives

National Objective		
Area Benefit (by Census Tract or Block Group)		
	Total Beneficiaries (This Quarter)	Total Beneficiaries (YTD)
Low/Moderate Income Clientele		
Removal of Architectural Barriers		
Public Services:		
New or Continuing Access to Service or Benefit		
Improved access to Service or Benefit		
Service or Benefit Received are No Longer Substandard		
Public Facilities and Improvements (Acquisition, Construction, Rehab):		
New Access to Facility/Infrastructure		
Improved Access to Facility/Infrastructure		
Served by Facility/Infrastructure that is No Longer Substandard		

EXHIBIT C
PASCO COUNTY CDBG PROGRAM
QUARTERLY ACTIVITY REPORT
(Continued)

III. Demographic Information by Race and Ethnicity (DO NOT USE THIS TABLE FOR AREA BENEFIT PROJECTS)

	White	Black/ African American	Asian	American Indian / Alaskan Native	Native Hawaiian/ Other Pacific Islander	American Indian / Alaskan Native & White	Asian & White	Black/ African American & White	Am. Indian / Alaskan Native & Black/ African American	Other Multiracial
Hispanic										
Non-Hispanic										
Total for This Quarter										
Total YTD										

IV. Area Median Income (AMI) by Household Size for Pasco County, FY 2016

FY 2014 Income Level (Median Income for Pasco County: \$59,200.00)	Household Size							
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30% of AMI)	\$12,4500	\$16,020	\$20,160	\$24,300	\$28,440	\$32,580	\$36,730	\$39,100
Low (50% of AMI)	\$20,750	\$23,700	\$26,650	\$29,600	\$32,000	\$34,350	\$36,750	\$39,100
Moderate (80% of AMI)	\$33,150	\$37,900	\$43,650	\$47,350	\$51,150	\$54,950	\$58,750	\$62,550

V. Presumed Clientele and Comparable Income Level (REFERENCE TABLE)

Presumed Clientele	Comparable AMI Level
Abused Children	Extremely Low
Homeless Persons	Extremely Low
Battered Spouses	Low
Elderly Persons	Low
Severely Disabled Adults	Low
Illiterate Persons	Low
Migrant Farm Workers	Low
Persons Living with AIDS	Low

