

<u>ARTICLE I</u>	RECITALS
<u>ARTICLE II</u>	PURPOSE AND INTENT
<u>ARTICLE III</u>	STATEMENT OF WORK
<u>ARTICLE IV</u>	PERFORMANCE AND SUBCONTRACTS
<u>ARTICLE V</u>	CONTRACT LIABILITY
<u>ARTICLE VI</u>	REIMBURSEMENT
<u>ARTICLE VII</u>	PAYMENT
<u>ARTICLE VIII</u>	UNIFORM ADMINISTRATIVE REQUIREMENTS
<u>ARTICLE IX</u>	PROGRAM INCOME
<u>ARTICLE X</u>	MAINTENANCE AND REAL PROPERTY PROTECTIONS
<u>ARTICLE XI</u>	COUNTY RECOGNITION
<u>ARTICLE XII</u>	TERM
<u>ARTICLE XIII</u>	AUDITS AND MONITORING
<u>ARTICLE XIV</u>	QUARTERLY REPORTING REQUIREMENT
<u>ARTICLE XV</u>	RECORD RETENTION
<u>ARTICLE XVI</u>	SUSPENSION AND TERMINATION
<u>ARTICLE XVII</u>	NOTICES
<u>ARTICLE XVIII</u>	INDEPENDENT CONTRACTOR
<u>ARTICLE XIX</u>	INDEMNIFICATION
<u>ARTICLE XX</u>	INSURANCE
<u>ARTICLE XXI</u>	PERSONNEL AND PARTICIPANT CONDITIONS
<u>ARTICLE XXII</u>	ENVIRONMENTAL CONDITIONS
<u>ARTICLE XXIII</u>	GENERAL CONDITIONS

**SUBAWARD AGREEMENT BETWEEN THE CITY OF NEW PORT RICHEY,
FLORIDA AND PASCO COUNTY, FLORIDA PERTAINING TO THE DIRECT
COMPONENT PORTION OF THE RESTORE ACT TRUST FUND MONIES
ALLOCATED TO PASCO COUNTY**

THIS SUBAWARD AGREEMENT(hereinafter "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, (hereinafter the "COUNTY"), and the City of New Port Richey, a political subdivision of the State of Florida, with an address of 5919 Main Street, New Port Richey, Florida 34652, by and through its City Council, (hereinafter the "SUBRECIPIENT"),and having a DUNS number of 083198242, for the receipt of a subaward of funds made available through a federal award to the COUNTY.

WITNESSETH:

WHEREAS, the COUNTY, recognizing that substantial funds of money could be made available to Pasco County through the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "the RESTORE Act")which established the Gulf Coast Restoration Trust Fund, developed and submitted a Multiyear Implementation Plan to the United States Department of Treasury (hereinafter the "DEPARTMENT") pursuant to all applicable rules and requirements; and

WHEREAS, said Multiyear Implementation Plan consisted of three initial projects, one of which the SUBRECIPIENT proposed, the Orange Lake Restoration Project; and

WHEREAS, the Multiyear Implementation Plan was accepted by the DEPARTMENT on July 17, 2015, which authorized the COUNTY to apply for financial assistance from the Gulf Coast Restoration Trust Fund to be used to fund activities and projects consistent with the Multiyear Implementation Plan; and

WHEREAS, the COUNTY has been awarded a RESTORE Act allocation of \$992,600.00 dollars, Federal Award Identification Number 1 RDCGR190021-01-00 , awarded to the COUNTY on March 1, 2017 by the United States Department of Treasury; and

WHEREAS, the SUBRECIPIENT has requested funds from the COUNTY for the Orange Lake Restoration Project; and

WHEREAS, the COUNTY, acting as a pass-through entity, and the SUBRECIPIENT desire to enter into an subaward Agreement in accordance with 2 C.F.R. Part 200, to allow the SUBRECIPIENT to utilize an allocated sum of the COUNTY'S portion of Gulf Coast Restoration Trust Fund to carry out the project activities for the Orange Lake Restoration Project in compliance with the Multiyear Implementation Plan; and

WHEREAS, Exhibits A, B, C, D and E which are attached and further explain this Subaward 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

RECITALS

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

ARTICLE II

PURPOSE AND INTENT

The COUNTY has received a Federal Award through the Gulf Coast Restoration Trust Fund (CFDA# 21.015, titled: Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States, in the amount of Nine Hundred Ninety-Six Thousand, Two Hundred Thirty-three and 64/100 Dollars (\$996,233.64) to carry out the projects meeting the requirements of 31 C.F.R. Part 34. The purpose and intent of this Agreement is to allocate a portion of RESTORE Act funds awarded to the COUNTY to the SUBRECIPIENT for reimbursement of qualified expenditures for the Orange Lake Restoration Project more specifically described in Exhibits A, C, and E.

ARTICLE III

STATEMENT OF WORK

1. Project. The Orange Lake Restoration Project (hereinafter the "Project"), more particularly described in Exhibit A, is the purpose of this Agreement.
2. Budget. The COUNTY and the SUBRECIPIENT agree that the budget submitted for the Project as shown as part of SUBRECIPIENT's application for the Allocated Sum, attached hereto and incorporated herein as Exhibit E, herein referred to as "Project Budget," shall be the basis for the Allocated Sum.
3. Schedule. The timeframe to provide Project services, herein referred to as "Project Schedule," begins on January 6 1, 2016, and ends on November 30, 2017, as indicated in Exhibit C. The Project Schedule shall be strictly followed by the SUBRECIPIENT in performing and completing the Project.
4. Qualified expenditures, eligible expenditures, and eligible expenses shall mean those expenditures or expenses reasonably necessary to complete the Project.

ARTICLE IV

PERFORMANCE AND SUBCONTRACTS

1. Performance Monitoring. The COUNTY shall monitor the performance of the SUBRECIPIENT against goals and performance standards as required herein. Substandard performance, as reasonably 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 XVI contract suspension or termination procedures may be initiated and enforced in accordance with regulations set forth in 2 C.F.R. Part 200.
2. SUBRECIPIENT's subcontractors. The SUBRECIPIENT shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The SUBRECIPIENT may subcontract, as necessary, to perform as required by this Agreement. The COUNTY shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the SUBRECIPIENT's subcontract(s), and the

SUBRECIPIENT shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The SUBRECIPIENT shall take the necessary steps to ensure that each of its subcontractor(s) will be deemed independent contractor(s) and will not be considered or permitted to be agents, servants, joint ventures or partners of the COUNTY.

3. Procurement Standards. 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 comment before being published. Documentation concerning the selection process for all contracts or subcontracts shall be forwarded to the COUNTY for review and comment prior to award. Within 10 working days from receiving documentation from the SUBRECIPIENT, the COUNTY shall submit all comments to the SUBRECIPIENT for consideration.

4. Laws. 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.

5. 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.

ARTICLE V

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 this Agreement, 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 VI
REIMBURSEMENT

The SUBRECIPIENT is allocated a total sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00)(hereinafter the "Allocated Sum") by the COUNTY from its RESTORE Act allocation, to be made available to the SUBRECIPIENT for reimbursement of eligible expenditures, in consideration for performance of the project as described in Exhibit A, attached hereto and incorporated herein. The total amount of Federal funding (Restore Act allocation) obligated by this Agreement and made available to the SUBRECIPIENT shall not exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00).

ARTICLE VII
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 Parks, Recreation and Natural Resources Administrative Services Division 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 (a bank statement will be required if the cancelled checks are not legible), receipts for material and labor, 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 the standards specified in 2 CFR, 200; 2 CFR, 215; or 2 CFR, 225, as applicable.

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

ARTICLE VIII

UNIFORM ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with 2 CFR, 200.330 and 200.331, 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, 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 IX

PROGRAM INCOME

The SUBRECIPIENT shall report monthly all program income, as defined in 2 CFR, 200.80, 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 the *Restore Act Financial Assistance Standards Terms and Conditions and Program-Specific Terms and Conditions*, U.S. Department of the Treasury, 2015. 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.

ARTICLE X

MAINTENANCE AND REAL PROPERTY PROTECTIONS

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 XI

COUNTY RECOGNITION

The SUBRECIPIENT shall ensure recognition of the role of the COUNTY in providing funding for the Project. All facilities constructed pursuant to this Agreement shall be permanently labeled as to the funding source. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc., created to promote the Project shall acknowledge the COUNTY as providing funding for the Project.

ARTICLE XII

TERM

The term of this Agreement shall be in effect from March 1, 2017, to August 31, 2018, upon the effective date as required herein, until such time as the monitoring period has expired.

ARTICLE XIII

AUDITS AND MONITORING

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.

- a. 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.
- b. 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.
- c. 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; 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 reasonable monitoring procedures/processes deemed appropriate by the COUNTY. In the event the COUNTY determines that a limited-scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by the COUNTY to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

ARTICLE XIV

QUARTERLY REPORTING REQUIREMENT

The SUBRECIPIENT shall submit to the COUNTY a quarterly activity report, as indicated in Exhibit D, 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.

ARTICLE XV

RECORD RETENTION

1. Maintenance of Records

- a. The SUBRECIPIENT shall maintain all records required by Federal regulations specified in 2 CFR, as appropriate 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. Financial records as required by 2 CFR 200.330 and 200.331, and all Financial Management standards as specified in Exhibit B.
 8. Copy of quarterly reports submitted as required herein.

- b. 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.

- c. 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 the SUBRECIPIENT which are pertinent to the

subaward, 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.

- d. 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.
- e. 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 XVI

SUSPENSION AND TERMINATION

1. Termination. 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.

a. 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.

b. Cause shall include, but is not limited to, failure to strictly comply with 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.

c. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

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 XVII

NOTICES

All notices required or permitted hereunder shall be deemed duly given if sent by certified mail, postage prepaid, addressed to the parties as follows:

PASCO COUNTY

Administrative Services Manager
Pasco County
4111 Land O'Lakes Blvd. Suite 310
Land O' Lakes, FL 34639
(727) 847-2411 ext. 8302

SUBRECIPIENT

City Manager,
City of New Port Richey
5919 Main Street
New Port Richey, FL 34652
(727) 853-1016
Federal ID No
DUNS No. 083198242

Awarding Agency – US Department of the Treasury.
Awarding official – Laura McGilvray, US Department of the Treasury.
Laurie McGilvray
Program Director
Office of Gulf Coast Restoration
U.S. Department of the Treasury
202-622-7340
Laurie.McGilvray@treasury.gov

ARTICLE XVIII

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 XIX

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 this Agreement, 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 XX

INSURANCE

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:

1. Workers' Compensation and Employer's Liability:

a. 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.

2. Comprehensive General Liability:

a. 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 XXI

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; the Americans with Disabilities Act of 1990, as amended; Rehabilitation Act of 1973, 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 and all other applicable laws, rules, and regulations.

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 and 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, 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, 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.
- 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.

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 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.

ARTICLE XXII

ENVIRONMENTAL CONDITIONS

1. Air, Water, Species Protection. 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. Clean Water Act, 33 U.S.C 1251, et seq.
 - c. Environmental Protection Agency Regulations pursuant to 40 CFR 50, as amended.
 - d. National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321, et seq.
 - e. Coastal Zone Management Act, as amended, 16 U.S.C 1451, et seq., and implementing regulations 15 CFR Part 930.
 - f. Endangered Species Act, 16 U.S.C. 153, et seq.
 - g. Magnuson-Steven's Fishery Conservation and Management Act, as amended, 16 U.S.C. 1801-1884.
 - h. Marine Mammal Protection Act, 16 U.S.C. Chapter 31.

- i. Coastal Barrier Resources Act, as amended.
- j. Rivers and Harbors Act.
- k. Wild and Scenic Rivers Act, 16 U.S.C. 1271, et seq.
- l. Safe Drinking Water Act, 42 U.S.C. 300f, et seq.
- m. Executive Order 11988, Floodplain Management.
- n. Executive Order 11990, Wetland Protection.
- o. Executive Order 13089, Coral Reef Protection.
- p. Executive Order 13112, Invasive Species.
- q. Executive Order 13186, Responsibilities of Federal Agencies to Protect Migratory Birds.

2. 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.

3. Environmental Protection. The SUBRECIPIENT agrees to comply with the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Liability Act insofar as they apply to the performance of this Agreement.

ARTICLE XXIII

GENERAL CONDITIONS

- a. 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.
- b. 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.
- c. 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.

- d. Amendments. 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.
- e. 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.
- f. 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 and the SUBRECIPIENT, as provided by the laws of the State of Florida.
- g. Laws. This Agreement shall be governed by all applicable Federal laws, rules, and regulations that apply. The SUBRECIPIENT shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations.
- h. Venue. Venue for any litigation arising from this Agreement shall be in the Sixth Judicial Circuit of Florida, in and for Pasco County.
- i. This Agreement shall take effect the last day all parties hereto have signed.
- j. Severability. If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates indicated below.

(SEAL)

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

ATTEST:

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

MIKE MOORE, CHAIRMAN

DATE

ATTEST:

CITY OF NEW PORT RICHEY, FLORIDA

CITY CLERK

Rob Marlowe, MAYOR

DATE

EXHIBIT A

PROJECT DESCRIPTION

Orange Lake is a small body of water located in downtown New Port Richey, Florida. Orange Lake will be dredged to restore the lake to the greatest extent possible. During dredging, samples will be taken and spoils from the dredge will be removed and disposed of as necessary. Once the dredge is completed and deposited sediment is removed, aeration/diffusion devices will be installed to circulate dissolved oxygen at all levels of the lake. Littoral shelves will be constructed and planted around the perimeter of the lake to allow for vegetation to uptake excess nitrogen and phosphorous. A stormwater control gate will be installed to allow control of the lake level and to direct stormwater overflow as necessary to the Pithlachascotee River. A Continuous Deflection Separation unit will be installed in the 42" stormwater system. It is important to note that the City of New Port Richey is exploring options to reroute the stormwater drain lines currently aligned to Orange Lake. The combined results of these efforts should result in restoring water quality. A boardwalk will also be constructed to allow the public better access to Orange Lake and provide for aesthetic views.

**EXHIBIT B
SUBRECIPIENT REQUIREMENTS**

Provisions		Citation
1.	Eligible Activity	34 CFR 34.201
2.	Subrecipient determination	2 CFR 200.300
3.	Time of Performance	2 CFR 200.331
4.	Compensation and Method of Payment	2 CFR, Part 225
5.	Program Income	2 CFR200.80
6.	Record Keeping Requirements	2 CFR 200.331, .333
7.	Reporting Requirements	2 CFR 200.331
8.	Public Access to Program Records	2 CFR 200.331
9.	Uniform Administrative and Program Management Standards	2 CFR, 225; 2 CFR, 200
10.	Other Program Requirements	2 CFR 200.331 2 CFR 200.207
11.	Termination	2 CFR 200.331, .338
12.	Compliance with Laws/Regulations	2 CFR 200.331
13.	Antidiscrimination/Affirmative Action EEO/Labor Standards	2 CFR 200.331
14.	Financial Management	2 CFR 200.331, .333
15.	Audits	2 CFR, 200
16.	Monitoring and Management	2 CFR, 200.300-.332
17.	Conflict of Interest	2 CFR, 200.318(c)
18.	Procurement Methods	2 CFR, 200.317-.326
19.	Budget	2 CFR 200.331
20.	Project Schedule/Milestones	2 CFR 200.331
21.	Environmental Review	2 CFR 200.331
22.	Best Available Science	31 CFR, Part 34
23.	Internal Controls	2 CFR 200.303

EXHIBIT C
PROJECT SCHEDULE

Action Item	Completion Date
30% Complete (Design)	1/6/16
60% Complete (Design)	2/11/16
90% Complete (Design)	2/28/16
Final Design	10/8/16
Pre-Application Meeting(s)	10/15/16
Required Permits Approved	3/8/17
Operation and Maintenance Plan	3/24/17
Construction Bid Packages	3/24/17
Bid Advertisement, Tabulation, and Award	5/26/17
Contractor Notice to Proceed	6/5/17
Start Construction	6/19/17
Substantial Completion	8/25/17
Complete Construction	9/22/17
Construction Inspection Reports and Construction Certification	10/22/17
Construction Record Drawings, to Include Resource Benefit Calculations and Methodology	10/22/17
Signed and Sealed by a Professional Engineer	10/22/17
Final Report	10/22/17
Project Close-out and Contract Termination	11/30/17

**EXHIBIT D
PASCO COUNTY RESTORE PROGRAM
QUARTERLY ACTIVITY REPORT**

Reporting Period (check one): Quarter 1: <input type="checkbox"/> October 1 – December 31 June 30 Quarter 2: <input type="checkbox"/> January 1 – March 31 September 30 Quarter 3: <input type="checkbox"/> April 1 – Quarter 4: <input type="checkbox"/> July 1 –	Date Report Submitted:
1.	Subrecipient Name:
2.	Project Name:
3.	Name of Contact Person:
4.	Contact Email Address:
5.	Subrecipient Area Code and Phone Number:

EXHIBIT E

PROJECT BUDGET AND FUNDING SOURCES

Budget:

Vacuum Dredging (Partially funded by RESTORE)	\$350,000.00
Littoral Shelf Work to Include Exotic Plant Removal and Planting Costs	\$5,500.00
Aeration/Diffusion System	\$8,500.00
Boardwalk*	\$24,000.00
Slide Gates	\$12,000.00
CDS Units and Baffle Boxes	\$194,000.00

Funding Sources:

RESTORE Funding (Dredging)	\$100,000.00
City of New Port Richey	247,000.00
Southwest Florida Water Management District	<u>247,000.00</u>
Total	\$594,000.00