



MINUTES OF THE CITY COUNCIL REGULAR MEETING
CITY OF NEW PORT RICHEY

NEW PORT RICHEY CITY HALL COUNCIL CHAMBERS
5919 MAIN STREET, NEW PORT RICHEY, FLORIDA

March 21, 2017

7:00 PM

ORDER OF
BUSINESS

1. Call to Order – Roll Call

The meeting was called to order by Mayor Rob Marlowe at 7:00 pm. Those in attendance were, Deputy Mayor Bill Phillips, Councilwoman Judy DeBella Thomas, Councilman Jeff Starkey and Councilman Chopper Davis.

Also in attendance were City Manager Debbie Manns, City Attorney Timothy Driscoll, City Clerk Judy Meyers, Chief of Police Kim Bogart, Finance Director Crystal Feast, Development Director Lisa Fierce, Fire Chief Chris Fitch, Economic Development Director Mario Iezzone, Public Works Director Robert Rivera, Library Director Susan Dillinger, Parks and Recreation Director Elaine Smith, Technology Solutions Director Bryan Weed, Human Resources Manager Bernie Wharran and Assistant to the City Manager Martin Murphy.

2. Pledge of Allegiance

3. Moment of Silence

4. Approval of March 7, 2017 Regular Meeting Minutes

Motion was made to approve the minutes as presented.

Motion made by Chopper Davis and seconded by Judy DeBella Thomas. The Motion Passed. 5-0.
Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

5. Proclamation - Eva Franco

Mayor Marlowe presented Eva Franco with a proclamation to commend her for organizing a cleanup effort of three properties along Pine Hill Road.

6. Proclamation - Florida Loquat Day

Mayor Marlowe presented Jon Tietz with the City's Environmental Committee with a proclamation declaring Saturday, April 8th as Florida Loquat Day.

7 Proclamation - Water Conservation Month

Mayor Marlowe read the proclamation declaring the month of April as Water Conservation Month by title only.

8 Vox Pop for Items Not Listed on the Agenda or Listed on Consent Agenda

Mayor Marlowe opened the floor for public comment. Dan Dede came forward to commend the city on the improvements to Sims Park and the paving on Circle Blvd. He stated that since Circle Blvd. became two-way traffic there has been two accidents and increased traffic twofold. He is concerned about the speeding along Circle Blvd. He suggested installing removable speed humps. City Manager Manns stated that a speed study would be done and the results would be brought back before Council. With no one else coming forward Mayor Marlowe closed Vox Pop.

9 Consent Agenda

Deputy Mayor Phillips asked if the financial advisors for the Police Pension Board could be present at the April 4th City Council meeting. He reiterated his concerns that he has expressed previously three times regarding oversight and the management of funds. Motion was made to accept the Consent Agenda.

Motion made by Bill Phillips and seconded by Jeff Starkey. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

a Library Advisory Board Minutes - November 2016 through January 2017

b Police Pension Board Minutes - January 24, 2017

c Purchases/Payments for City Council Approval

10 Public Reading of Ordinances

a First Reading, Ordinance No. 2017-2111: Refuse Collection Services

City Attorney Driscoll read the proposed ordinance by title only. City Attorney Driscoll noted that there were two revisions to this ordinance earlier today to address hours of pick up in commercial areas and to allow vendors to identify the owner or occupant of the property in their customer lists. He referred Council to the revised ordinance placed at their seats. City Manager Manns stated that this ordinance would require all residents to have refuse service.

Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Councilman Starkey asked for clarification on the disposal service and how it will be enforced. City Manager Manns stated that Code Enforcement and the Residential Inspector will ask for documentation. City Attorney Driscoll stated vendors will need to report quarterly.

Deputy Mayor Phillips stated he agreed with Councilman Starkey how it would be enforced. He would like a better definition of commercial and multi-family areas in the city.

Councilman Davis stated that the city has done a lot with ordinances to better the neighborhoods. He stated he believed that two days were sufficient for pickup. He stated there are two other companies who pickup recyclables on normal trash Thursdays.

Councilwoman DeBella Thomas stated that this ordinance came forth after Progressive did their due diligence that Wednesdays was recycling day. To accommodate Progressive by adding Wednesday we are accommodating residents as well. She stated the Progressive works with other non-profits in the community and that an accommodation should be allotted.

Mayor Marlowe stated the restriction of the commercial pickup times are worth addressing but he agreed with Councilman Davis that a third day was not needed.

Councilman Starkey asked how the companies will be notified. City Manager Manns replied that the companies will be advised of the ordinance pickup times and if complaints come in after the ordinance is in place then citations would be issued. She also addressed the request that all residential properties require waste hauling service. She stated there are approximately 700 homes that currently do not have service and that can create a public health hazard.

Councilman Davis asked if documentation could be provided when water service is requested. City Manager Manns stated that public notice could be given but water service could not be withheld until service is shown. Councilwoman DeBella Thomas stated it is easy to suspend service if a rental property is vacant and proposed to have that responsibility upon the landlord.

Deputy Mayor Phillips stated he would like to have the ordinance tabled until next meeting in order to further read the ordinance and get additional information.

Motion was made to table the ordinance until the April 4, 2017 City Council meeting.

Motion made by Bill Phillips and seconded by Chopper Davis. The Motion Other. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

b First Reading, Ordinance No. 2017-2113: Amending Chapter 23 of the City Ordinances Relating to Disposition of Impounded Vehicles

City Attorney Driscoll read the proposed ordinance by title only. Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the ordinance upon its first reading.

Motion made by Jeff Starkey and seconded by Judy DeBella Thomas. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

11 Business Items

a Appeal of Order to Demolish - 6143 Cecelia Drive - Freitas Property

City Manager Manns introduced Development Director Lisa Fierce who then made a presentation to Council. She stated that this is an appeal of an order to demolish. The property is located off of Cecelia and contains a home built in 1973. The property was subject to several code cases and has been vacant for years. The structure met three of the criteria under slum and blight. The property owner did file an appeal however the property was sold at a tax deed sale. The new property owner has submitted all the documentation in order to repair the property within sixty days. She stated staff was recommending Council approve ninety days to repair the property.

Carlos Agudo came forward and stated he just bought the property four days ago. He hired a contractor and formulated a plan for the repairs. Deputy Mayor Phillips thanked Mr. Agudo for working so quickly on a plan. Councilman Starkey asked if Mr. Agudo saw the house before he bought it or was it bought online and Mr. Agudo stated he did not know if the house was empty or not so he did not see the back only the front. Councilwoman DeBella Thomas asked what the immediate plan was. Mr. Agudo stated a dumpster would be delivered, the debris would be cleared and then the roof would be repaired.

Wayne and Fran Chamberlain came forward to speak and stated the previous owner was going to replace the roof but that was twelve years ago. Mr. Chamberlain stated the house has been vacant for five to six years. He stated he was inside the home last Friday and it is trashed. Mrs. Chamberlain stated she had helped the previous owner with some of the cleanup in the past. She is concerned about the mold and the rodents inside the home. Councilman Starkey stated that the

conditions are deplorable and no one should have to live next to anything like what was shown in the pictures.

Councilwoman DeBella Thomas asked if Council could receive a progress report before the end of the ninety days and Ms. Fierce replied yes.

Motion was made to approve the item as presented with the condition that thirty day updates would be provided.

Motion made by Chopper Davis and seconded by Judy DeBella Thomas. The Motion Passed. 5-0.
Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

b Emergency Resolution No. 2017-12: Abatement and Removal of Unsafe Structure at 6821 Garden Drive

City Manager Manns introduced Development Director Lisa Fierce who then made a presentation to Council. She stated that the subject property is on Garden Drive and owned by Ron Howarth. There were two recent fires that damaged the mobile home on the property. The building official deemed it an immediate hazard. Mr. Howarth came into the Development Department and received a demo permit with the condition that work be done as of today. She stated staff is recommending approval of the resolution but asked if it could be put in abeyance for sixteen days so that the other items may be removed.

Mr. Howarth came forward and asked if Council had any questions. He stated there has been twelve arsons in the community in two years and he was the victim of two of them. Mr. Howarth stated he does not agree with staff's recommendation as it is not causing a hazard anymore. There is a garbage company coming on Thursday to remove more debris. He stated his previous permit was for six months. He stated that he feels like he is being singled out and that focus should be on the ones starting the fires and the drug use in the community. He asked for additional time.

Councilman Starkey asked about the RV and Mr. Howarth stated it will be moved to another location outside the city.

Councilwoman DeBella Thomas asked about plans for the property. Mr. Howarth stated he was not sure what his plans are going to be. It may be cost prohibitive to put another mobile home on the property.

Councilman Starkey said the elevation requirement is a FEMA rule and not the city. Mr. Howarth stated that some cities have opted out of the FEMA rule and he would sign a waiver stating there would be no insurance on the property.

Mayor Marlowe asked if the property is in a flood zone. Ms. Fierce replied that yes and if a structure is built it would have to be elevated. Mayor Marlowe stated he was concerned because that whole area is dragging down property values for the whole city. He asked if it can be redeveloped and Ms. Fierce stated that the area has great redevelopment potential as it is water front property.

Councilman Davis asked when the fires occurred and Ms. Fierce replied March 1st and 8th. He asked if the lots were individually owned and Ms. Fierce replied yes.

Councilman Starkey asked if everyone had been through the subdivision and seen what it looks like.

Councilwoman DeBella Thomas asked for clarification on what is to be removed within the sixteen days. Ms. Fierce replied it would be the base that the mobile home sat on as well as the rest of the materials and the RV.

Deputy Mayor Phillips stated he was looking at what the authorization gives to the building official for this emergency procedure. He stated he believes that sixteen days is arbitrary and a little over the top and suggested giving Mr. Howarth thirty days. He asked Chief Fitch if the fires have been determined as arson and Chief Fitch replied yes and they were currently under investigation by the state Fire Marshall's Office.

City Attorney Driscoll then read the resolution by title only. Motion was made to approve the item with the conditions that the items must be removed within thirty days and that Council would receive updated photographs in fifteen days.

Motion made by Bill Phillips and seconded by Jeff Starkey. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

c Resolution No. 2017-13: Opposition to HB 13 Regarding Community Redevelopment Agencies

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to serve in opposition to HB13 which restricts CRA's to perform within their purpose. Municipalities can establish CRA's for redevelopment of blighted areas. The proposed bill would limit local CRA's.

Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Deputy Mayor Phillips stated that CRA's have had a monumental effect on redevelopment in their own backyards. It did not surprise him that on a statewide level to move authority and oversight from local to Tallahassee and then not provide tools. He stated that the City has taken great care to reinvest the dollars back into the community. If the City did not have a CRA back in the economic downturn there are several things that would not have been done. Councilman Davis stated that CRA dollars are reinvested in the community. Councilwoman DeBella Thomas agreed that we should be able to make the decisions for ourselves. Mayor Marlowe stated that our CRA has provided the city an opportunity to improve our community for many years. City Attorney Driscoll then read the resolution by title. Motion was made to approve the item as presented.

Motion made by Bill Phillips and seconded by Chopper Davis. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

d Resolution No. 2017-14: Opposition to HB 17 Regarding the Preemption of Municipal Home Rule Powers

City Attorney Driscoll read the resolution by title. City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was oppose current legislation which would affect home rule powers. HB17 would preempt local regulation of business and types of businesses. City Manager Manns stated it is staff's perspective that home rule powers need to be protected.

Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Councilman Starkey stated he cannot understand the logic behind this bill as it does not benefit anyone. Councilman Davis added that no two cities look alike. Councilwoman DeBella Thomas stated that she could not understand the logic behind the bill as well. Mayor Marlowe stated that the recently adopted noise ordinance was passed to help residents get sleep and that it was the responsibility of the city to do that and it is not anything anyone in Tallahassee would know or care

about. He stated that if it was the federal government trying to do this it would be the state that would be squawking. He stated that it is very important to make decisions at the local level and not the state. Motion was made to approve the item as presented.

Motion made by Jeff Starkey and seconded by Chopper Davis. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

e Recommendations for In-Kind Support for Special Events

City Manager Manns introduced the item to Council. She stated that the purpose of this agenda item was to approve special in-kind services for special events for non-profits. An appropriation of \$50,000 in the City's annual budget is to support in-kind services which are typically fire, police and public safety. The values on matrix were based on gross revenues of the events and the surplus revenue of the organization. Applications were sent out and only three organizations submitted - the West Pasco Chamber of Commerce, Chasco Fiesta, and New Port Richey Main Street. The amounts requested exceeded the amount of funding available to support events so staff developed the following recommendations: Cotee River Bike Fest \$6,000, Holiday Street Parade \$2,000, Chasco Fiesta \$33,000, Cotee River Seafood Fest \$4,000, and Main Street Blast \$5,000 which totals \$50,000. All event organizers have been notified of the funding amounts.

Upon opening the floor to public comment, Steve Schurdell came forward and stated he is involved with several organizations and the only question he had was would there only be three groups that would be benefited. City Manager Manns responded that there were only three respondents. Mr. Schurdell questioned whether or not New Port Richey Main Street submitted an application and City Manager Manns responded yes they did for three events. Mr. Schurdell stated he felt the proportion of funds given to one festival in relation to the other events was overfunded and detrimental to the other festivals. More diverse events could benefit the city. City Manager Manns responded that the consideration for funding was based on several factors including promoting the city as a destination and family friendly events. She also stated that the West Pasco Chamber of Commerce and New Port Richey Main Street receive benefits the other organizations do not. For example, New Port Richey Main Street gets free office space and a paid city position and the Chamber has a very favorable lease as well. With no one else coming forward, Mayor Marlowe returned the floor to Council.

Councilman Davis stated that these type of events are addressed at the TDC. The matrix is opinionated and does not have long range goals. He stated that we should take a look in the budget session and that the process needs more time and work. The TDC works to wean off over a set number of years. He stated the matrix doesn't make sense and that the Coteeman should be listed and the total should be increased to \$62,000.

City Manager Manns stated she wanted to assert the fact that this is an improved process. This is the first time for the application process and if it is determined more money is needed or different distributions need to be calculated it can be done.

Councilman Starkey stated when he thinks of in-kind he sees it is as policing. The more people that attend the events the more policing needed. Bikefest last year needed more police and with more events in the park like the River Lights Boat Parade there needs to be more police. It is a start but there are so many variables to consider when quantifying and putting an amount on each event. He stated there needs to be more funds for Bikefest and the boat parade. It is not a perfect solution but it is a start. He agreed that it needs to be discussed more during budget season.

Councilwoman DeBella Thomas stated the matrix included three events that are for next year's events. She stated that she has lived in city for forty years and about fifteen years ago the process was applications went out and were due back by June 1st so when Council looked at budget over summer the amounts would be included. She stated that she applauded the attempt to put this process in place.

Mayor Marlowe stated he agreed with Councilman Starkey's comments and that the River Lights Boat Parade is one of the signature events like the Chasco boat parade. He stated that the \$50,000 total is

something that needs to be revisited as historically year after year the amount for Chasco comes in at the mid \$30k's and leaves about \$15k for everything else. Although Chasco is a big event there are other events by the Chamber and New Port Richey Main Street that are big items for the city and provide entertainment value. He stated he felt that we were way low on the total and to find additional funds for this year and put into budget the process. City Manager Manns then suggested to fund the events at the 2017 requested amounts.

Deputy Mayor Phillips stated he has been here for sixty years and first of all he had to fight in 2012 for funding as the previous City Manager did not want to fund anything and found \$25,000 for Chasco. This will be the second year for some events to utilize the supersized park. The City goes out of our way to do everything we can for these events and we try to be receptive to all groups. He remembers the budget process where we got the \$50,000 by looking at where the events were from the year before. He stated the matrix included events that were not for this fiscal year so they should be backed out and the money reallocated or not funded at all. This year for Chasco the country concert is the same day as the street parade with the Marine Corps Band and the Clydesdales. The City gets cooperative service from other law enforcement agencies. He stated that funding elements during budget time were conservative and that other groups are welcome to submit their events. It comes to be a business decision at that point. Tourist Development dollars are going to the middle part of the county and not west Pasco.

Councilman Davis stated we should look at a long range plan and to fund the projects between now and end of budet to match what they got last year and not change any amounts.

Councilman Starkey stated events need to be evaluated each year.

Motion was made to approve the item with the conditions that the amounts funded would equal what the events received in 2016 except for the seafood fest which would be funded at \$4,000.

Motion made by Chopper Davis and seconded by Jeff Starkey. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

f RESTORE Act - Pasco County/New Port Richey Subrecipient Agreement - Consideration for Approval

City Manager Manns introduced Public Works Director Robert Rivera who then presented the item to Council. He stated that the purpose of this agenda item was to consider for approval the subrecipient agreement. The agreement is a requirement of the City and County in order to receive the funds. The total amount is \$100,000.

Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Deputy Mayor Phillips asked for a timeline for the improvements that will take place around Orange Lake and Sims Park Pase II. Mr. Rivera replied that the dredging would begin in July and that everything needs to be approved by the Treasury and would be complete by December. Motion was made to approve the item as presented.

NOTE: **There were typographical corrections made to the agreement by Pasco County after the agenda for this meeting was finalized. The updated agreement is attached to these meeting minutes for the record.**

Motion made by Bill Phillips and seconded by Chopper Davis. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

g 2017 City Hall Interior Carpet Removal and Replacement Project - Consideration for Approval

City Manager Manns introduced the item to Council. She stated that the Capital Improvement Budget included funds for improvements to City Hall. This agenda item was for the replacement of carpeting for the first floor of City Hall. Mr. Rivera received a quote for \$81,052.12 for the removal and replacement of the carpet therefore staff was recommending approval from Council to move forward with the replacement of the carpet.

Upon opening the floor to public comment, no one came forward therefore Mayor Marlowe returned the floor to Council. Motion was made to approve the item as presented.

Motion made by Jeff Starkey and seconded by Judy DeBella Thomas. The Motion Passed. 5-0. Ayes: Davis, DeBella Thomas, Marlowe, Phillips, Starkey

h Three Minute Report: Human Resources

12 Communications

Mayor Marlowe stated the contactors did good job on Circle Boulevard however there is already damage to the new asphalt today from the Chasco carnival. There is a candidate forum on Thursday at 6:00 p.m. at People Places and invited people to attend as he and his fellow candidate for mayor share their visions for the city. He stated that he has talked to several people about alleyways and how they are not a big priority and perhaps the Pavement Management Plan Committee could look and see if they can be part of the plan. He stated that homeowners will need to be charged for improvements as some of the alleys are in bad shape. He spoke with residents on Oelsner Street about the problems in their neighborhood as right down the street from their home is a homeless camp and property owned by FDOT where it appears that some shady people are living there since the property is unsecured. This is creating a severe criminal issue west of US19 and we have got to get the County, FDOT and the City of Port Richey on board to cleanup. The County needs to take a lead on the homeless issue by providing housing and services. We cannot have them living in woods as it is dangerous for them and creating problems for us. We need to get Leisure Lane annexed and aggressively look at the criminal activity and housing stock as they are falling apart. The police chief needs the resources to keep at it until it is cleaned up as the Sheriff's Office is incapable to deal with it and the city can as we have more code and police officers per square mile.

Councilwoman DeBella Thomas stated that there is feeding of the homeless on Lincoln across from Beef O'Brady's at 10:00 a.m. every Saturday morning. The City needs to work on getting what we need in place to address that. She applauded the City's smoke cessation program and stated that we need to create a no smoke zone between city hall and the library. She stated she gave a letter from Robert Snead with Sunnybrook Condos to Ms. Manns that applauded the efforts of Sean Howard on March 6th to discuss stormwater issues. She stated that the Rotary Club of Holiday is hosting the street parade this weekend and with it being spring break that they are in need of volunteers and anyone fifteen years old and up who are interested in helping out to meet at the IHOP on US19 at 8:30 Saturday for a free breakfast and then will get their assignments. She thanked Mr. Rivera and his team for the delivery of mulch. She was excited to think that the next Chasco king could pack heat as Police Chief Kim Bogart has been nominated for King Pithla.

Councilman Starkey thanked Eva Franco and the volunteers for their cleanup efforts. He referred to an article in the TB Times about Van Doren and Leisure Lane. If the City annexes that area then we need to be ready to slum and blight it. He stated we need to continue to work with the County to address problem areas. Mr. Howarth's area is a problem area along with so many other pockets west of US19 and we need to continue to address issues and go after the homeless camps that are bringing down the city and be more aggressive with the derelict mobile home parks that are havens for drug addicts and crime. He stated many of the homeless don't want help and just want to panhandle and live in the woods. He stated that the dog park is in bad shape as the dogs rip up grass. He asked that the park be looked at to see what improvements can be made. He stated that he will not be on the Chasco float for

the parade this year.

Councilman Davis stated that in the City Manager's report there was a drawing by Kimley-Horn which depicted some shade structures however the drawing nor the amount quoted for the installation was not even close to what he was proposing during his demonstration at the March 7, 2017 Council meeting.

13 Adjournment

There being no further business to consider, upon proper motion, the meeting adjourned at 9:24 pm.

(signed) _____
Judy Meyers, City Clerk

Approved: _____ (date)

Initialed: _____

ORDINANCE NO. 2017-2111

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR THE AMENDMENT OF SECTIONS 10-24 AND 10-25 OF THE NEW PORT RICHEY CODE OF ORDINANCES; PERTAINING TO DUTIES OF GARBAGE COLLECTORS AND CUSTOMERS, AND THE HOURS AND DAYS OF GARBAGE COLLECTION IN THE CITY; PROVIDING FOR REQUIRED GARBAGE COLLECTION AGREEMENTS AND REPORTING THEREOF; PROVIDING FOR AN ADDITIONAL DAY OF GARBAGE COLLECTION IN THE CITY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, within the City limits of the City of New Port Richey, Florida is a recurring condition which has resulted in uncollected garbage;

WHEREAS, uncollected garbage is a detriment to the public health, safety, welfare and quality of life of the residents of the City;

WHEREAS, it is necessary to ensure that each property owner has entered into an agreement for the disposal of the garbage from said property;

WHEREAS, an additional day of garbage collection will improve the efficiency of the City's garbage collection system; and

WHEREAS, it is declared as a matter of legislative determination and public policy that the provisions and prohibitions herein are necessary in the public interest; and it is further declared that the provisions and prohibitions herein are in pursuance of and for the purpose of securing and promoting the public health, safety, welfare and quality of life in the City.

NOW, THEREFORE, THE CITY OF NEW PORT RICHEY, FLORIDA HEREBY ORDAINS:

Section 1. Section 10-24 of the Code of Ordinances, pertaining to duties of trash collectors and customers, is hereby amended as follows (strikeout text shows deleted matters, new matters are underlined):

Sec. 10-24. - Duties of collector, customer.

(a) The holder of any special permit as required in section 10-41 shall clean, sweep, collect and remove any garbage, trash, refuse or residue which may be spilled or is scattered, loose or otherwise uncovered at or within the immediate proximity of the garbage cans, trash cans or other

containers or packages of garbage, trash or refuse so that upon such collection there shall be no scattered, loose or otherwise uncovered residue of any garbage, trash or refuse at the collection site; provided, that all garbage is enclosed, by the customer, in a garbage can, receptacle, or other waterproof container, and that all trash is properly packaged by the customer.

(b) Each property owner or occupant within the City shall enter into and maintain at all times an agreement with a holder of a special permit as required in section 10-41, providing for the removal and collection of all garbage, trash or refuse from said property in accordance with this chapter. Each holder of a permit required in section 10-41 shall provide a list of all customers serviced by said permit holder pursuant to this chapter to the City's public works department, which shall include the name of each property owner or occupant, the current address thereof and the address of each property serviced by said permit holder. The aforesaid list shall be updated, periodically and no less frequently than once every ninety (90) days.

Section 2. Section 10-25 of the Code of Ordinances, pertaining to collection hours and days for garbage collection, is hereby amended as follows (strikeout text shows deleted matters, new matters are underlined):

Sec. 10-25. - Collection hours, days.

Those persons or entities holding a special permit referred to in section 10-41 herein shall only be permitted to collect garbage, trash, refuse and recyclable materials between the hours of 6:00 a.m. and 7:00 p.m. on Mondays, Wednesdays and Thursdays within those residential areas of the city where single or multiple family structures exist, and garbage cans for garbage, trash or refuse, or blue bags for recyclable materials, are used. No collection of garbage, trash, refuse or recyclable materials within said residential areas of the city shall be permitted on any other day of the week, except in the event the following holidays fall on a Monday, Wednesday or Thursday:

- (1) New Year's Day,
- (2) Dr. Martin Luther King, Jr. Birthday
- (3) Memorial Day,
- (4) Independence Day,
- (5) Labor Day,
- (6) Veterans' Day,
- (7) Thanksgiving Day,
- (8) Day after Thanksgiving, or
- (9) Christmas Day.

In the event any of the above listed holidays fall on a Monday, Wednesday or Thursday, the holders of the aforesaid special permit referred to in section 10-41 herein shall collect such garbage, trash, refuse or recyclable materials on the holiday or on the day immediately following the holiday.

In those areas where industrial or commercial structures exist, as well as in those residential areas where multiple family structures with proper access to dumpsters exist, the collection of garbage, trash, refuse or recyclable materials may be collected by the holders of the special permit

referred to in section 10-41 herein between the hours of 6:00 a.m. and 7:00 p.m. on any day of the week, except Sundays.

Section 3. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

Section 4. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 5. Effective Date. This ordinance shall take effect immediately upon its adoption as provided by law.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this ____ day of _____, 2017, and read and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this ____ day of _____, 2017.

ATTEST:

By: _____
Judy Meyers, City Clerk

By: _____
Robert Marlowe, Mayor-Council Member

(Seal)

APPROVED AS TO FORM AND LEGALITY FOR
THE SOLE USE AND RELIANCE OF THE CITY
OF NEW PORT RICHEY, FLORIDA:

Timothy P. Driscoll, City Attorney

<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 under CFDA #21.015 (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 \$103,000.00 dollars under Federal Award Identification Number RDCGR190021-01-00 , awarded to the COUNTY on February 27, 2017 by the United States Department of Treasury; and

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

WHEREAS, the COUNTY, acting as a pass-through entity, and the SUBRECIPIENT desire to enter into a 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, E and F 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 One Million, One Hundred Sixty Nine Thousand, Two Hundred Fifty-FiveNine Hundred Ninety-Six Thousand, Two Hundred Thirty-three and 01/100 Dollars (\$1,169,255.01) as of December 31, 2016 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. Sub-recipients must follow the Federal Procurement Standards set forth in 2 CFR 200.318 – 200.326. 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.

7. Pasco County will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Within 45 days after the end of the period of performance, the recipient must submit any outstanding reports, as well as any required reporting on subawards. The recipient must liquidate all obligations incurred under this Award no later than 45 calendar days after the end of the period of performance, unless the recipient requests and with the approval from Pasco County and Treasury, an extension. Within 30 days after receipt of the reports in paragraph (a) of this section, Pasco County will make upward or downward adjustments to the allowable costs, and then make prompt payments to the allowable, unreimbursed costs. The closeout of this award does not affect any of the following:

- a. The right of Pasco County or Treasury to disallow costs and recover funds on the basis of a later audit or other review;
- b. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
- c. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention

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

Keith Wiley
Natural Resources Manager
Pasco County
4111 Land O'Lakes Blvd. Suite 310
Land O' Lakes, FL 34639
(727) 847-2411 ext. 8302

SUBRECIPIENT

Robert Rivera
Public Works Director,
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.

Federal Project Officer
Mr. John Stutts
Federal Project Officer
1500 Pennsylvania Ave. N.W.
Washington D.C. 20220-0001
202-622-0239
John.Stutts@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 affirmative steps such as: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises (4) establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of the Commerce; and (6) requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in (1) through (5).

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.
- k. Grant Award No. RDCGR190021-01-00 is not a Research and Development Award.

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

Exhibit F

See attached Federal Grant Agreement