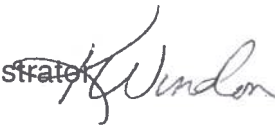


# MEMORANDUM

To: Board of County Commissioners  
From: Karen Windon, Deputy County Administrator  
Date: January 5, 2017  
Subject: 4th Quarter 2016 Grant Amendments and Donations/Gifts



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

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

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

Attached is a listing of the grant amendments, subgrant awards, interlocal agreements, and donations/gifts that were approved by the Administrator during the period October-December, 2016.

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

Cc: Board Records, Clerk of the Circuit Court  
Ed Hunzeker, County Administrator  
Department Directors

**ACCEPTED** in Open Session  
January 24, 2017  
Manatee County Board of County  
Commissioners

Office of the County Administrator  
1112 Manatee Avenue West, Bradenton, FL 34205  
Phone number: (941) 745-3725

Date	Donor	Original Grant or Gift/Donation Name and Amount	Amendment Sub-Grant or Interlocal Agreement	Purpose	Notes
10/18/16	Bureau of Justice Assistance Grant (JAG)	Manatee County Board of Commissioners \$115,736	Subgrant Agreement with Centerstone of Florida, Inc.	Counseling Services for Manatee County Drug Court Program	
12/08/16	Justice Assistance Grant/Countywide from Florida Department of Law Enforcement (FDLE)	Manatee County Board of Commissioners \$43,759	Subgrant Agreement with Centerstone of Florida, Inc.	Counseling Services for Manatee County Drug Court Program	
07/22/16	Feeding Empty Little Tummies, Inc	Robinson Fit2Run event - \$7,900	N/A	Robinson Preserve	
10/11/16	Sarasota Bay Estuary Program	Plants valued at \$986.40	N/A	Plant at Robinson Preserve	
11/30/16			USCG Auxillary Flotilla 81. \$1,500	Amendment Extension for WCIND FY 2017 M-341	
11/30/16			USCG Auxillary Flotilla 85. \$10,000	Amendment Extension for WCIND FY 2017 M-342	
11/30/16			USCG Auxillary Flotilla 84. \$3,000	Amendment Extension for WCIND FY 2017 M-339	
11/30/16			City of Bradenton Beach \$25,000	Amendment Extension for WCIND FY 2017 M-334	

11/30/16			Civil Air Patrol \$10,500	Amendment Extension WCIND FY 2017 M-340	
11/30/16			Suncoast Science Center \$12,000	Amendment Extension for WCIND FY 2017 M-338	
11/30/16			Manatee County Search and Rescue Patrol \$2,207.69	Agreement for WCIND FY 2017 M-347	
11/30/16			Manatee County Sherriff Marine Patrol \$71,722	Agreement for4 WCIND FY 2017 M-344	
11/30/16			Bradenton Beach Police Department \$25,000	Agreement for WCIND FY 2017 M-348	
11/28/2016 NSD Library Division	Gerald E. Noeske	3 books; value \$35.84	None	Library Use	NSD
12/01/2016 NSD/REO Community Development Division	U.S. Housing & Urban Development (HUD)	Program Year 2016/2017 Community Development Block Grant (CDBG) Project \$80,000	Funding Agreement with Centerstone  12/20/2016	Rental Housing Subsidy Program	REOD
12/01/2016 NSD/REO Community Development Division	U.S. Housing & Urban Development (HUD)	Program Year 2016/2017 Community Development Block Grant (CDBG) Project \$30,000	Funding Agreement with Meals on Wheels Plus  12/19/2016	Adult Day Care Generator	REOD
12/01/2016 NSD/REO Community Development Division	U.S. Housing & Urban Development (HUD)	Program Year 2016/2017 Community Development Block Grant (CDBG) Project \$70,000	Funding Agreement with Turning Points  12/19/2016	Project Smile (Dental) Program	REOD



**Manatee County Government**  
**Acceptance of Gift and Donations**  
 Property Valued at Less Than Ten Thousand Dollars (\$10,000)

<b>Description of Item(s) Donated</b>	3 books (please see attached letter for details)	Date Received: 11/28/2016
		Value of Donation: \$35.84

<b>Donor Information</b>	Name of person or entity: Gerald E. Noeske	E-mail: jerryoeske@hotmail.com
	Address: 3730 Pinebrook Circle # 104, Bradenton, FL 34209	
Phone: 941-730-0819		

<b>Assigned or Credited to:</b>	Department: Neighborhood Services	Division: Library
	Account Key: 1020005101	Account Name: Gifts
	Location of Donation: Central Library 1301 Barcarrota Blvd W, Bradenton, FL 34205	

<b>Limitations on use</b>	<input type="checkbox"/> Yes	If yes, specify:
	<input checked="" type="checkbox"/> No	

<b>Intended use of donation</b>	General Library collection
---------------------------------	----------------------------

Director's Signature: *Cheri R. Cougle* Phone: 12/20/16

Send a signed and completed original to the County Administrator's office.

<b>COUNTY ADMINISTRATOR'S Recommendation</b>	<input type="checkbox"/> Accept	<input type="checkbox"/> Decline
--	---------------------------------	----------------------------------

Date:	Signature:
-------	------------

Comments:

**For Departmental Use**

<b>Department to contact after acceptance</b>	<input type="checkbox"/> Letter of appreciation to Donor
	<input type="checkbox"/> Board of County Commissioners (copy of letter with pertinent info)
	<input type="checkbox"/> Office of the Tax Collector (for property subject to taxation/valuation)
	<input type="checkbox"/> Office of the Property Appraiser (for property subject to taxation/valuation)
	<input type="checkbox"/> Clerk of the Circuit Court (Asset Management)
	<input type="checkbox"/> Fleet Services (Vehicle or vessel tag and title transfer)

12/01/2016 NSD/REO Community Development Division	U.S. Housing & Urban Development (HUD)	Program Year 2016/2017 Emergency Solutions Grant (ESG) Project \$134,919	Funding Agreement with Turning Points 12/19/2016	Various Homeless Prevention Services	REOD
---	---	--	--	---	------

**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT FUNDING AGREEMENT  
BETWEEN  
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
TURNING POINTS  
FOR  
EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM**

This Agreement made and entered into this 19<sup>th</sup> day of December, 2016 by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida (hereinafter referred to as "County" or "Grantee" or "Recipient"), and COMMUNITY COALITION ON HOMELESSNESS CORPORATION d/b/a TURNING POINTS, a not-for-profit corporation existing under the laws of the State of Florida (hereinafter referred to as "Subrecipient").

**WITNESSETH:**

WHEREAS, the County is the recipient of Emergency Solutions Grant E-16-UC-12-0025 (hereinafter "the Grant") and the Catalog of Federal Domestic Assistance (CFDA) number for these funds is 14.231; and

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

WHEREAS, the County, as Grantee, by Resolution No. R-16-094 has identified Subrecipient's project and approved funding for the implementation of the goals as required by the Grant.

1. Projects and Services: Subrecipient shall perform or provide or cause to be performed or provided the projects and services described in Exhibit A in accordance with this Agreement and the provisions of all exhibits and attachments included as a part of this Agreement.

2. Payments by Grantee: Grantee shall provide payments to Subrecipient in an amount not to exceed One Hundred Thirty-Four Thousand Nine Hundred Nineteen and 00/100 Dollars (\$134,919.00) as provided in Exhibit B. Grantee shall have no obligation to pay Subrecipient any sum of money in excess of the funds received from the Grant for making payments under this Agreement. If the Grantee is required to repay any funds paid under this Agreement, Subrecipient shall repay the funds to or reimburse Grantee if Grantee has repaid such funds.

3. Time for Performance: Subrecipient shall provide the project and services provided for in this Agreement from October 1, 2016 through September 30, 2017.

4. General Conditions and Additional CDBG Requirements: Subrecipient's performance of this Agreement shall comply with the applicable general conditions provided in Exhibit D and the additional Community Development Block Grant

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

5. Indemnity: In the performance of this Agreement, Subrecipient shall be considered a grantee pursuant to this contract and shall have no status as an agent or employee of Grantee. Subrecipient agrees to indemnify and hold Grantee harmless from any and all claims arising as the result of performance of this Agreement by Subrecipient.

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

- A. Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate; and
- B. Professional Liability Coverage in an amount not less than \$1,000,000 per occurrence.
- C. Workers' Compensation Insurance coverage for all of employees in the performance of this contract.

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

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

Subrecipient shall immediately notify County upon lapse in the coverages required by this Agreement or cancellation of any of the insurance policies. Subrecipient shall not provide any services under this Agreement during any such period of lapse or after

cancellation of the insurance coverages required herein without the express written permission of the County's representative.

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

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

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

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

If mailed to Subrecipient:

Executive Director  
Community Coalition on Homelessness  
d/b/a Turning Points  
701 17<sup>th</sup> Avenue West



Bradenton, FL 34205

If by hand-delivery to  
Subrecipient:

Executive Director  
Community Coalition on Homelessness  
d/b/a Turning Points  
701 17<sup>th</sup> Avenue West  
Bradenton, FL 34205

If mailed to Grantee:

Director  
Manatee County Redevelopment and  
Economic Opportunity Department  
P.O. Box 1000  
Bradenton, Florida 34206

If by hand-delivery to Grantee:

Director  
Manatee County Administration Bldg.  
Manatee County Redevelopment and  
Economic Opportunity Department  
P.O. Box 1000  
Bradenton, Florida 34206

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

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

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

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

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

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

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

**WITNESSES:**

Sign Name: Cheryl L. Hedger

Print Name: Cheryl L. Hedger

Sign Name: [Signature]

Print Name: Debra A. Smith

**AGENCY:**

By: Adell Erozer

Print Name: Adell Erozer

DUNS #: 101926173

Email: aerozer@tpmanatee.org

Sign Name: Deborah Creamer

Print Name: Deborah CREAMER

Sign Name: Donna Finch

Print Name: Donna Finch

COUNTY OF MANATEE, FLORIDA

By: Genelline C. Joyce  
Director, Redevelopment and Economic  
Opportunity Department

Date of Execution: ~~12/10/2019~~ 12/19/2019

## EXHIBIT A

### SUBRECIPIENT'S PROJECTS AND SERVICES

1. Subrecipient will be responsible for providing the Emergency Solutions Grant Program (ESG). The program provides emergency financial rental assistance as detailed in the ESG Notice for the prevention of homelessness; and, other related costs such as fees for housing relocation and stabilization services, including case management, outreach, housing search and placement, legal services, mediation, and credit repair; and, data collection and evaluation including costs associated with operating HUD approved homeless management information systems (HMIS) for purposes of collecting unduplicated counts of homeless persons and analyzing patterns of use of the ESG funds; and planning and administration fees associated with said services. This program will target households below thirty percent (30%) of the Area Median Income (AMI) who are homeless or would be homeless but for this assistance.
2. Subrecipient shall be responsible for completing all required data elements in the Homeless Management Information System (HMIS) in accordance with ESG program requirement, outlined in the 2016 HUD HMIS Data Dictionary. Staff assigned to this project will maintain current knowledge of ESG rules and regulations, and required program data elements reported in the CAPER. Staff assigned to this project must attend training provided by the Suncoast Partnership to End Homelessness (SPEH) no less than quarterly to ensure that they remain current on this case management software. Data quality reports will be provided to Manatee County staff on a quarterly basis by SPEH."
3. Subrecipient shall provide ESG services and funding to families who are residents of Manatee County. Subrecipient shall provide or cause to be provided the following:
  - a. Accept applications and perform eligibility determinations for families seeking homelessness prevention services.
  - b. Documentation of imminent homelessness [ie: past due notice(s) or eviction notice for client's primary residence].
  - c. Provide case management services, including appropriate HMIS input, for clients that receive ESG Assistance. In addition, referrals to or from other appropriate agencies that can assist in addressing other issues related to the client will be given as needed.
  - d. ESG Assistance may include financial assistance, housing relocation and stabilization services, data collection and evaluation, and administration as detailed in the ESG Notice, and 24 CFR 576.105 and 24 CFR 576.106 attached hereto as Exhibit E.
3. Subrecipient must match grants funds with an equal amount of cash from any state, local or private sources. or Federal source other than the ESG program. Match contribution reports shall be submitted on a quarterly basis to County.

4. Subrecipient shall reassess all assisted beneficiaries on a 90-day schedule to determine financial stability of the household and include the status of each in the quarterly reports submitted to County.

**EXHIBIT B**

**PAYMENTS**

1. County shall pay a maximum of One Hundred Thirty-Four Thousand Nine Hundred Nineteen and 00/100 Dollars (\$134,919.00) to the Subrecipient for the ESG program. Compensation to the Subrecipient shall be computed based on actual hours performed times the fee rate for Case Management Professional Services established below, plus reimbursable expenses up to the maximum amount authorized by this Agreement. Subrecipient shall accept that amount toward the cost of implementing the Project described in Exhibit A of this Agreement, as follows.

a. The following budget covers items that will be funded by Grantee\*.

<u>Line Item</u>	<u>Amount</u>
Case Management Professional Fees	\$ <u>27,000.00</u>
HMIS Component	\$ <u>1,200.00</u>
Financial Assistance	\$ <u>106,719.00</u>

\* Grantee's representative may approve adjustments between line item amounts provided in Exhibit B provided such adjustments do not change the total activity amount funded by the Grantee.

b. Case Management Professional Fees shall be paid monthly by the County in the amount of \$75.00 for each unit of service. A unit of service is defined as one hour of service provided to a client who has been reported to the HMIS Lead, and, inclusive of indirect costs, as defined in Exhibit A of this Agreement. Units of service shall be rounded to the nearest quarter hour. A maximum of 360 hours shall be provided at a cost of \$75.00 per hour.

c. HMIS Component shall be paid monthly for payment of participation fees charged by the HMIS Lead in the amount of \$100.00 per month for twelve (12) months.

d. Any funds in excess of the amount provided by the County shall be provided by Subrecipient.

2. A request for payment of Professional Fees shall include the Case Manager's time sheet indicating total hours of service provided for the billing period.

3. A request for payment of HMIS component shall include copies of paid invoices for the payment to the HMIS Lead Agency with a copy of all the cancelled checks or electronic statements showing actual payment for HMIS participation fee.

4. Reimbursement of all Financial Assistance funds by the County shall be for actual costs incurred by Subrecipient for Rental Application Fees, Security Deposits, Utility Deposits, Utility Payments, and Rental Assistance. Requests for payment shall

include adequate documentation of expenses, copies of paid invoices for the services provided, and a copy of all cancelled checks or electronic statements showing actual payment for financial assistance. Subrecipient shall provide documentation that the cost incurred is allowable to this funding source.

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

6. Subrecipient shall provide a request for payment by the 15<sup>th</sup> of the month along with a report reflecting the following information from the preceding calendar month:

- a. A completed Request for Payment form (see Attachment B1).
- b. A summary on Subrecipient's letterhead and signed by the Authorized Representative, detailing the support documentation of the payment request.
- c. Documentation of the actual expenses incurred for the Program.

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

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

9. As Case Management Professional Fees for services under this Agreement are performed under a unit cost basis, documentation for payment, cost-reimbursement or indirect costs are not applicable.

## Attachment B1

### MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS EMERGENCY SOLUTIONS GRANT REQUEST FOR PAYMENT

AGENCY/SUBRECIPIENT: \_\_\_\_\_

PROJECT/PROGRAM NAME: \_\_\_\_\_

PAYMENT REQUEST FOR MONTH OF: \_\_\_\_\_

**SECTION 1: REQUEST FOR PAYMENT**

(1) REQUEST THIS PERIOD	(2) TOTAL FUNDING	(3) REQUESTED YEAR-TO-DATE	(4) BALANCE OF FUNDS
\$	\$ 134,919.00	\$	\$

**SECTION 2: CLIENT SERVICES**

UNIT COST	(1) UNIT CONTRACT TOTAL	(2) Y-T-D TOTAL PRIOR	(3) TOTAL THIS PERIOD	(4) TOTAL Y-T-D	(5) % OF PLAN ACHIEVED	(6) % OF TIME ELAPSED

**SECTION 3: SUPPORTING DOCUMENTATION**

Attach:

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

PREPARED BY: \_\_\_\_\_ DATE \_\_\_\_\_

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

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(SUBMIT 1 ORIGINAL-SIGNATURE BLUE INK AND 1 PHOTOCOPY OF REPORT  
WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

*Please Make Check Payable to:* Turning Points

*Please Submit to:* Community Coalition on Homelessness, Inc.  
701 17<sup>th</sup> Avenue West  
Bradenton, FL 34205

**DO NOT WRITE BELOW THIS LINE**

ESG CONTRACT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

## EXHIBIT C

### TIME FOR PERFORMANCE

1. Progress in implementation of services under this Agreement shall be measured against the following levels of accomplishments:
  - a. A family "served" is considered, at a minimum, a family that receives financial assistance to prevent homelessness.
  - b. Subrecipient will serve twenty-five (25) unduplicated families over the period from October 1, 2016 to September 30, 2017.
2. County's contract representative may accept variances in the level of service and shall be responsible for advising Subrecipient if it appears that Subrecipient is not in substantial compliance with this Agreement or if at any time Subrecipient has failed any requirement placed on County related to the funds.
3. Subrecipient will complete and submit Monthly Progress Reports (Attachment C1) to the County by the 15<sup>th</sup> of each month. These progress reports will be in the format required by the County that will include a comparison of the actual number of persons served versus the proposed number of persons served for the preceding month. The report also identifies any obstacles encountered and the efforts made to overcome identified obstacles.
4. Subrecipient will complete and submit Quarterly Performance Measurement Reports (Attachment C2) to the County. The Reports will be in the format required by the County and will report the necessary data as required in "Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs", published in the Federal Register on March 7, 2006.
5. Subrecipient will complete and submit a quarterly match contribution report to the County in a format to be approved in advance by the County.
6. Within 90 days of execution of this Agreement, Subrecipient must complete and submit Attachment C3. Subrecipient shall be responsible for reviewing this information on a quarterly basis and shall submit a new report, if changes have occurred, or if the reporting format has been changed.



## **Attachment C1**

### MANATEE COUNTY

#### EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM

#### Monthly Progress Report

Report for Month of: \_\_\_\_\_, 20\_\_

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

1. List the original number of people/households served or benchmarks for this program, and describe the extent to which they were achieved for each Activity (found in the Agreement) during this reporting period.
  
2. Do you feel the program is on track to meet the scope of services contracted with the County? Please describe.
  
3. Describe any obstacles or challenges met in conducting your program.
  
4. What have you done to attempt to overcome any obstacles/challenges?
  
5. Describe any apparent gaps in service you have encountered in implementing your program, if any.
  
6. Describe the efforts being made to make potential clients aware of your program. (Please attach any printed materials relating to the program, such as press releases or news articles, etc.)

**Attachment C2**

**MANATEE COUNTY**

**EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM  
Quarterly Performance Measurement Report**

Agency \_\_\_\_\_

Program \_\_\_\_\_

Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

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

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature Date

**Quarterly Demographic Report Due Dates**

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

-----  
Reviewed By \_\_\_\_\_ Date \_\_\_\_\_  
(County Staff)

Reporting Date \_\_\_\_\_

## PROGRAM INFORMATION SUMMARY REPORT

Total persons/households served year-to-date \_\_\_\_\_ Annual goal \_\_\_\_\_

	# of new clients this period.	Total # of clients year-to- date.
<b>1. Total</b>		

Racial & Ethnicity Data	Hispanic	Non- Hispanic	Hispanic	Non- Hispanic
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian or Other Pacific Islander				
Black/African American & White				
Asian & White				
American Indian/Alaskan Native & White				
American Indian/Alaskan Native & Black/African American				
Other Multi-Racial				
<b>2. Total</b>				

Income Data		
Extremely Low Income (0-30% AMI)		
Low Income (31-50% AMI)		
Moderate Income (51-80% AMI)		
<b>3. Total</b>		

Other Demographic Data		
Female Head of Households		
Disabled/Special Needs		
<b>Total</b>		

**\*\*\*\*\*Totals for lines 1, 2, and 3 must match each other.\*\*\*\*\***

FINANCIAL INFORMATION SUMMARY REPORT

**FINANCIAL:**

Total amount of ESG funds awarded for this fiscal year. \$ \_\_\_\_\_

Total amount of ESG funds expended this Quarter. \$ \_\_\_\_\_

Total amount of ESG funds expended in previous quarter(s). \$ \_\_\_\_\_

Remaining ESG funds. \$ \_\_\_\_\_

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

Total amount of other funds this Quarter \$ \_\_\_\_\_ Year-to-date \$ \_\_\_\_\_

**Attachment C3**

**Manatee County Redevelopment and Economic  
Opportunity Department  
Sub-Recipient Monitoring Report for ESG Program**

Project Name and Location: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Agency Staff/Other: \_\_\_\_\_

\_\_\_\_\_

NSD Contract Manager \_\_\_\_\_

Date(s) \_\_\_\_\_

**SCOPE OF SERVICE**

1. What are the goals of the program?
  
2. What are the actual accomplishments of this program to date?
  
3. Is the program providing the full scope of services delineated in the contract? If not, why?
  
4. Is the program on schedule? If not, why?
  
5. Have there been changes in the budget, scope of service, or personnel for this program? If yes, is there a written record of the change?

6. Does the agency have a written conflict of interest policy?
7. Do you encourage client input on services? If not, why? If so, please explain.
8. Does the agency have a written complaint procedure? Explain.
9. What efforts have you made to coordinate services with other providers? Have those efforts been successful?
10. What efforts are you making to market the program and/or provide outreach to your target population?

### **BOARD OF DIRECTORS**

11. Does your agency have selection criteria for the Board of Directors membership? Explain.
12. Is your Board familiar with this program? Do you provide regular updates to the Board regarding this program?
13. What is the Board's top priority this year?

## **RECORD KEEPING**

14. Is your filing system orderly, comprehensive, and up-to-date? Explain.
  
15. What steps are taken to ensure confidentiality and safety of program records?
  
16. Are all records kept in the agency's office? If not, explain.
  
17. What information is maintained in your client files?
  
18. If staff is being paid with ESG funds, are appropriate time records being kept that show all of the employees activities?
  
19. Have you submitted all monthly progress and quarterly demographic reports on time? Were they complete and accurate?
  
20. How long do you maintain program records?

### **Limited Clientele Benefit Records**

21. Does your program exclusively serve abused children, battered spouses, elderly persons, "severely disabled" adults, homeless persons, illiterate adults, persons living with HIV/AIDS, or migrant farm workers, or a combination of any of these groups? If yes, what group(s)?
  
22. Does the program have income eligibility requirements which limit the activity exclusively to low and moderate income persons? If yes, what are they?

23. Is the program of such a nature and in such a location that it may be concluded that the activity's clientele will be primarily low and moderate income persons? If yes, how?
  
24. Do you keep records on family size and family income to make a determination if clients are of low and moderate income?
  
25. How you determine annual income? What documentation do you require?
  
26. Do you keep records showing the clients address? How do you ensure they live in eligible areas?
  
27. How do you gather the necessary ethnicity and race information?
  
28. How do you ensure that you report only unduplicated individuals served to Manatee County?

## **FINANCIAL MANAGEMENT**

29. Do accounting records adequately identify the use of ESG funds? Explain.



30. Do you record encumbrances or obligations when contracts are executed, purchase orders issued, etc.?
  
31. Are all accounting records supported by source documentation? Explain.
  
32. Are reimbursement requests checked against the Subrecipient Agreement and OMB Circular A-110/A-122 for eligibility? Who checks?
  
33. How many people are required to sign checks? Is there a dollar threshold?
  
34. Are revenue generating activities being undertaken? If yes, are revenue accounts established to record program income?
  
35. Do accounting records include unexpended/unobligated balances for the program line items?
  
36. What is the date of the latest audit?
  
37. Were there any findings with the audit? If so, are they resolved?



## EXHIBIT D

### GENERAL CONDITIONS

1. Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the ESG program's Objectives – (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents; (5) rapidly re-house homeless individuals and families; and, (6) prevent families/individuals from becoming homeless - as defined in the Stewart B. McKinney Homeless Assistance Action of 1987, Title IV as amended (US Code 42 USC 11371 et seq. at 24 CFR 576.
2. Because the Project by Subrecipient is funded in part by the Emergency Solutions Grant (ESG) program, Subrecipient shall upon request by County's Representative require that an acknowledgment and release be signed by clients receiving services (and by parent or guardian for minor children) for such Subrecipient records which may be required by the County for purposes of monitoring and evaluating services that may be public records under Chapter 119, Florida Statutes.
3. Income eligibility will be determined for the beneficiaries of the ESG program. Documentation on family size and income is required to in order to show the individual or household has an annual income below thirty percent (30%) of the median family income for the area, as determined by HUD (see Attachment D1).;
4. All forms referenced in this Agreement, not attached hereto, shall be provided or approved by County's Representative and shall be completed and submitted by Subrecipient to County.
5. A representative of Subrecipient who is familiar with this Agreement and the Subrecipient's services shall, when reasonably possible, attend and participate in meetings regarding the ESG funding, as requested by County.
6. Subrecipient shall include the words "Funded in part by the Manatee County Emergency Solutions Grant program" in press releases, promotional materials, advertising or publicity about the project funded under this Agreement.
7. Subrecipient shall furnish County with all additional information, records, reports and data as may be required by HUD or County pertaining to matters of this Agreement.
8. County shall have the right to monitor and evaluate all aspects of activities carried out by Subrecipient. Such evaluation will be affected by the submission of reports and information by Subrecipient and by site visits of Subrecipient by the County.

9. Subrecipient shall employ sufficient staff to provide the services in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Subrecipient.
10. If indirect costs are funded in the budget (Exhibit B), such indirect costs charged must be consistent with the conditions of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendment to this budget must be approved in writing by the Grantee and the Subrecipient.
11. Public Records Act Compliance: Pursuant to Florida Statutes section 119.0701, to the extent Subrecipient is performing services on behalf of the County, Subrecipient must:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
  - (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of 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 County's information technology systems.

## Attachment D1

### Manatee County

#### EMERGENCY SOLUTIONS GRANT PROGRAM INCOME LIMITS 2016-2017

Effective: March 31, 2016

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

Manatee County Median Income: \$61,900

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% Extremely Low	\$13,000	\$16,020	\$20,160	<b>\$24,300</b>	\$28,440	\$32,580	\$36,730	\$40,890

## EXHIBIT E

### ADDITIONAL EMERGENCY SOLUTIONS GRANT REQUIREMENTS

Subrecipient shall comply with all applicable requirements provided herein.

#### § 576.407 - Other Federal Requirements.

**(a) General.** The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

**(b) Affirmative Outreach.** The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

**(c) Uniform Administrative Requirements.** The requirements of 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

**(d) Environmental Review Responsibilities.**

(1) Activities under this part are subject to environmental review by HUD under 24 CFR part 50. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 50. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

(2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the property.

**(e) *Davis-Bacon Act.*** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

**(f) *Procurement of Recovered Materials.*** The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### § 576.408 - Displacement, Relocation, And Acquisition.

**(a) *Minimizing Displacement.*** Consistent with the other goals and objectives of Emergency Solutions Grant (ESG), the recipient and its subrecipients must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under Emergency Solutions Grant (ESG).

**(b) *Temporary Relocation Not Permitted.*** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601-4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.

**(c) *Relocation Assistance For Displaced Persons.***

(1) *In general.* A displaced person (defined in paragraph (c)(2) of this section) must be provided relocation assistance at the levels described in, and in accordance with, the URA and 49 CFR part 24. A displaced person must be advised of his or her rights under the Fair Housing Act (42 U.S.C. 3601 *et seq.*). Whenever possible, minority persons shall be given reasonable opportunities to relocate to comparable and suitable decent, safe, and sanitary replacement dwellings, not located in an area of minority concentration, that are within their

financial means. This policy, however, does not require providing a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling. (See 49 CFR 24.205(c)(2)(ii)(D).) As required by Section 504 of the Rehabilitation Act (29 U.S.C. 794) and 49 CFR part 24, replacement dwellings must also contain the accessibility features needed by displaced persons with disabilities.

*(2) Displaced Person.*

(i) For purposes of paragraph (c) of this section, the term “displaced person” means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the ESG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property that is made:

(A) After the owner (or person in control of the site) issues a notice to move permanently from the property or refuses to renew an expiring lease, if the move occurs on or after:

(I) The date of the submission by the recipient (or subrecipient, as applicable) of an application for assistance to HUD (or the recipient, as applicable) that is later approved and funded if the recipient (or subrecipient, as applicable) has site control as evidenced by a deed, sales contract, or option contract to acquire the property; or

(II) The date on which the recipient (or subrecipient, as applicable) selects the applicable site, if the recipient (or subrecipient, as applicable) does not have site control at the time of the application, provided that the recipient (or subrecipient, as applicable) eventually obtains control over the site;

(B) Before the date described in paragraph (c)(2)(i)(A) of this section, if the recipient or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the project; or (C) By a tenant-occupant of a dwelling unit and the tenant moves after execution of the agreement covering the acquisition, rehabilitation, or demolition of the property for the project.

(ii) Notwithstanding paragraph (c)(2)(i) of this section, a person does not qualify as a displaced person if:

(A) The person has been evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement; violation of applicable Federal, State or local law, or other good cause; and the recipient determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;



(B) The person moved into the property after the submission of the application but, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced), and the fact that the person would not qualify as a "displaced person" (or for any assistance under this section) as a result of the project;

(C) The person is ineligible under 49 CFR 24.2(a)(9)(ii); or

(D) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.(iii) The recipient or subrecipient may, at any time, request that HUD to determine whether a displacement is or would be covered by this rule.

(3) *Initiation of negotiations.* For purposes of determining the type of replacement housing payment assistance to be provided to a displaced person pursuant to this section:

(i) If the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, "initiation of negotiations" means the execution of the agreement between the recipient and the subrecipient or the agreement between the recipient (or subrecipient, as applicable) and the person owning or controlling the property;

(ii) If site control is only evidenced by an option contract to acquire the property, the "initiation of negotiations" does not become effective until the execution of a written agreement that creates a legally enforceable commitment to proceed with the purchase, such as a sales contract.

**(d) Real Property Acquisition Requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with Emergency Solutions Grant (ESG) funds is subject to the URA and Federal government wide regulations at 49 CFR part 24, subpart B.

**(e) Appeals.** A person who disagrees with the recipient's (or subrecipient's, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient's determination may submit a written request for review of that determination by the appropriate HUD field office.

#### § 576.500 - Recordkeeping And Reporting Requirements.

**(a) In General.** The recipient must have policies and procedures to ensure the requirements of this part are met. The policies and procedures must be established in writing and implemented by the recipient and its subrecipients to ensure that ESG funds are used in accordance with the requirements. In

addition, sufficient records must be established and maintained to enable the recipient and HUD to determine whether ESG requirements are being met.

**(b) Homeless Status.** The recipient must maintain and follow written intake procedures to ensure compliance with the homeless definition in § 576.2. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status. The procedures must establish the order of priority for obtaining evidence as third-party documentation first, intake worker observations second, and certification from the person seeking assistance third. However, lack of third-party documentation must not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates on which entries are made.

(1) If the individual or family qualifies as homeless under paragraph (1)(i) or (ii) of the homeless definition in § 576.2, acceptable evidence includes a written observation by an outreach worker of the conditions where the individual or family was living, a written referral by another housing or service provider, or a certification by the individual or head of household seeking assistance.

(2) If the individual qualifies as homeless under paragraph (1)(iii) of the homeless definition in § 576.2, because he or she resided in an emergency shelter or place not meant for human habitation and is exiting an institution where he or she resided for 90 days or less, acceptable evidence includes the evidence described in paragraph (b)(1) of this section and one of the following:

(i) Discharge paperwork or a written or oral referral from a social worker, case manager, or other appropriate official of the institution, stating the beginning and end dates of the time residing in the institution. All oral statements must be recorded by the intake worker; or

(ii) Where the evidence in paragraph (b)(2)(i) of this section is not obtainable, a written record of the intake worker's due diligence in attempting to obtain the evidence described in paragraph (b)(2)(i) and a certification by the individual seeking assistance that states he or she is exiting or has just exited an institution where he or she resided for 90 days or less.

(3) If the individual or family qualifies as homeless under paragraph (2) of the homeless definition in §576.2, because the individual or family will imminently lose their housing, the evidence must include:

(i)(A) A court order resulting from an eviction action that requires the individual or family to leave their residence within 14 days after the date of their application for homeless assistance; or the equivalent notice under applicable state law, a Notice to Quit, or a Notice to Terminate issued under state law;

(B) For individuals and families whose primary nighttime residence is a hotel or motel room not paid for by charitable organizations or federal, state, or local government programs for low-income individuals, evidence that the individual or family lacks the resources necessary to reside there for more than 14 days after the date of application for homeless assistance; or

(C) An oral statement by the individual or head of household that the owner or renter of the housing in which they currently reside will not allow them to stay for more than 14 days after the date of application for homeless assistance. The intake worker must record the statement and certify that it was found credible. To be found credible, the oral statement must either: (I) be verified by the owner or renter of the housing in which the individual or family resides at the time of application for homeless assistance and documented by a written certification by the owner or renter or by the intake worker's recording of the owner or renter's oral statement; or (II) if the intake worker is unable to contact the owner or renter, be documented by a written certification by the intake worker of his or her due diligence in attempting to obtain the owner or renter's verification and the written certification by the individual or head of household seeking assistance that his or her statement was true and complete;

(ii) Certification by the individual or head of household that no subsequent residence has been identified; and

(iii) Certification or other written documentation that the individual or family lacks the resources and support networks needed to obtain other permanent housing.

(4) If the individual or family qualifies as homeless under paragraph (3) of the homeless definition in § 576.2, because the individual or family does not otherwise qualify as homeless under the homeless definition but is an unaccompanied youth under 25 years of age, or homeless family with one or more children or youth, and is defined as homeless under another Federal statute or section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), the evidence must include:

(i) For paragraph (3)(i) of the homeless definition in § 576.2, certification of homeless status by the local private nonprofit organization or state or local governmental entity responsible for administering assistance under the Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*), the Head Start Act (42 U.S.C. 9831 *et seq.*), subtitle N of the Violence Against Women Act of 1994 (42 U.S.C. 14043e *et seq.*), section 330 of the Public Health Service Act (42 U.S.C. 254b), the Food and Nutrition Act of 2008 (7 U.S.C. 2011 *et seq.*), section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786), or subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*), as applicable;

(ii) For paragraph (3)(ii) of the homeless definition in § 576.2, referral by a housing or service provider, written observation by an outreach worker, or certification by the homeless individual or head of household seeking assistance;

(iii) For paragraph (3)(iii) of the homeless definition in § 576.2, certification by the individual or head of household and any available supporting documentation that the individual or family moved two or more times during the 60-day period immediately preceding the date of application for homeless assistance, including: recorded statements or records obtained from each owner or renter of housing, provider of shelter or housing, or social worker, case worker, or other appropriate official of a hospital or institution in which the individual or family resided; or, where these statements or records are unobtainable, a written record of the intake worker's due diligence in attempting to obtain these statements or records. Where a move was due to the individual or family fleeing domestic violence, dating violence, sexual assault, or stalking, then the intake worker may alternatively obtain a written certification from the individual or head of household seeking assistance that they were fleeing that situation and that they resided at that address; and

(iv) For paragraph (3)(iv) of the homeless definition in § 576.2, written diagnosis from a professional who is licensed by the state to diagnose and treat that condition (or intake staff-recorded observation of disability that within 45 days of date of the application for assistance is confirmed by a professional who is licensed by the state to diagnose and treat that condition); employment records; department of corrections records; literacy, English proficiency tests; or other reasonable documentation of the conditions required under paragraph (3)(iv) of the homeless definition.

(5) If the individual or family qualifies under paragraph (4) of the homeless definition in § 576.2, because the individual or family is fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence, then acceptable evidence includes an oral statement by the individual or head of household seeking assistance that they are fleeing that situation, that no subsequent residence has been identified and that they lack the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other housing. If the individual or family is receiving shelter or services provided by a victim service provider, the oral statement must be documented by either a certification by the individual or head of household; or a certification by the intake worker. Otherwise, the oral statement that the individual or head of household seeking assistance has not identified a subsequent residence and lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain housing must be documented by a certification by the individual or head of household that the oral statement is true and complete, and, where the safety of the individual or family would not be jeopardized, the domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening condition must be verified by a written observation by the intake worker or a written referral by a housing or service provider, social worker, legal assistance provider, health-care provider, law enforcement agency, legal assistance provider, pastoral counselor, or any other organization from whom the individual or head of household has sought assistance for domestic violence, dating violence, sexual assault, or stalking. The written referral or observation need only include the minimum amount of information necessary to document that the individual or

family is fleeing, or attempting to flee domestic violence, dating violence, sexual assault, and stalking.

**(c) At Risk Of Homelessness Status.** For each individual or family who receives Emergency Solutions Grant (ESG) homelessness prevention assistance, the records must include the evidence relied upon to establish and verify the individual or family's "at risk of homelessness" status. This evidence must include an intake and certification form that meets HUD specifications and is completed by the recipient or subrecipient. The evidence must also include:

(1) If the program participant meets the criteria under paragraph (1) of the "at risk of homelessness" definition in § 576.2:

(i) The documentation specified under this section for determining annual income;

(ii) The program participant's certification on a form specified by HUD that the program participant has insufficient financial resources and support networks; *e.g.*, family, friends, faith-based or other social networks, immediately available to attain housing stability and meets one or more of the conditions under paragraph (1)(iii) of the definition of "at risk of homelessness" in § 576.2;

(iii) The most reliable evidence available to show that the program participant does not have sufficient resources or support networks; *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition. Acceptable evidence includes:

(A) Source documents (*e.g.*, notice of termination from employment, unemployment compensation statement, bank statement, health-care bill showing arrears, utility bill showing arrears);

(B) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, former employer, public administrator, relative) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party that the applicant meets one or both of the criteria under paragraph (1)(ii) of the definition of "at risk of homelessness" in § 576.2; or

(C) To the extent that source documents and third-party verification are unobtainable, a written statement by the recipient's or subrecipient's intake staff describing the efforts taken to obtain the required evidence; and

(iv) The most reliable evidence available to show that the program participant meets one or more of the conditions under paragraph (1)(iii) of the definition of "at risk of homelessness" in § 576.2. Acceptable evidence includes:

(A) Source documents that evidence one or more of the conditions under paragraph (1)(iii) of the definition (*e.g.*, eviction notice, notice of termination from employment, bank statement);

(B) To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., former employer, owner, primary leaseholder, public administrator, hotel or motel manager) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition of "at risk of homelessness"; or

(C) To the extent that source documents and third-party verification are unobtainable, a written statement by the recipient's or subrecipient's intake staff that the staff person has visited the applicant's residence and determined that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition or, if a visit is not practicable or relevant to the determination, a written statement by the recipient's or subrecipient's intake staff describing the efforts taken to obtain the required evidence; or

(2) If the program participant meets the criteria under paragraph (2) or (3) of the "at risk of homelessness" definition in § 576.2, certification of the child or youth's homeless status by the agency or organization responsible for administering assistance under the Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*), the Head Start Act (42 U.S.C. 9831 *et seq.*), subtitle N of the Violence Against Women Act of 1994 (42 U.S.C. 14043e *et seq.*), section 330 of the Public Health Service Act (42 U.S.C. 254b), the Food and Nutrition Act of 2008 (7 U.S.C. 2011 *et seq.*), section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786) or subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*), as applicable.

**(d) Determinations of Ineligibility.** For each individual and family determined ineligible to receive Emergency Solutions Grant (ESG) assistance, the record must include documentation of the reason for that determination.

**(e) Annual Income.** For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year, the following documentation of annual income must be maintained:

(1) Income evaluation form containing the minimum requirements specified by HUD and completed by the recipient or subrecipient; and

(2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);

(3) To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or

(4) To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of

income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

**(f) Program Participant Records.** In addition to evidence of homeless status or “at risk of homelessness” status, as applicable, records must be kept for each program participant that document:

(1) The services and assistance provided to that program participant, including, as applicable, the security deposit, rental assistance, and utility payments made on behalf of the program participant;

(2) Compliance with the applicable requirements for providing services and assistance to that program participant under the program components and eligible activities provisions at § 576.101 through § 576.106, the provision on determining eligibility and amount and type of assistance at § 576.401(a) and (b), and the provision on using appropriate assistance and services at § 576.401(d) and (e); and

(3) Where applicable, compliance with the termination of assistance requirement in § 576.402.

**(g) Centralized Or Coordinated Assessment Systems And Procedures.** The recipient and its subrecipients must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system(s) developed by the Continuum of Care(s) in accordance with the requirements established by HUD.

**(h) Rental Assistance Agreements And Payments.** The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.

**(i) Utility Allowance.** The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.

**(j) Shelter And Housing Standards.** The records must include documentation of compliance with the shelter and housing standards in § 576.403, including inspection reports.

**(k) Emergency Shelter Facilities.** The recipient must keep records of the emergency shelters assisted under the ESG program, including the amount and type of assistance provided to each emergency shelter. As applicable, the recipient’s records must also include documentation of the value of the building before the rehabilitation of an existing emergency shelter or after the conversion of a building into an emergency shelter and copies of the recorded deed or use restrictions.

**(l) *Services And Assistance Provided.*** The recipient must keep records of the types of essential services, rental assistance, and housing stabilization and relocation services provided under the recipient's program and the amounts spent on these services and assistance. The recipient and its subrecipients that are units of general purpose local government must keep records to demonstrate compliance with the maintenance of effort requirement, including records of the unit of the general purpose local government's annual budgets and sources of funding for street outreach and emergency shelter services.

**(m) *Coordination With Continuum(s) Of Care And Other Programs.*** The recipient and its subrecipients must document their compliance with the requirements of § 576.400 for consulting with the Continuum(s) of Care and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs.

**(n) *HMIS.*** The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its subrecipients.

**(o) *Matching.*** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, noncash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

**(p) *Conflicts of Interest.*** The recipient and its subrecipients must keep records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.

**(q) *Homeless Participation.*** The recipient must document its compliance with the homeless participation requirements under § 576.405.

**(r) *Faith-Based Activities.*** The recipient and its subrecipients must document their compliance with the faith-based activities requirements under § 576.406.

**(s) *Other Federal Requirements.*** The recipient and its subrecipients must document their compliance with the Federal requirements in § 576.407, as applicable, including:

(1) Records demonstrating compliance with the nondiscrimination and equal opportunity requirements under § 576.407(a), including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with ESG funds and the affirmative outreach requirements in § 576.407(b).



(2) Records demonstrating compliance with the uniform administrative requirements in 24 CFR part 85 (for governments) and 24 CFR part 84 (for nonprofit organizations).

(3) Records demonstrating compliance with the environmental review requirements, including flood insurance requirements.

(4) Certifications and disclosure forms required under the lobbying and disclosure requirements in 24 CFR part 87.

**(t) Relocation.** The records must include documentation of compliance with the displacement, relocation, and acquisition requirements in § 576.408.

**(u) Financial records.**

(1) The recipient must retain supporting documentation for all costs charged to the ESG grant.

(2) The recipient and its subrecipients must keep documentation showing that ESG grant funds were spent on allowable costs in accordance with the requirements for eligible activities under § 576.101-§ 576.109 and the cost principles in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230).

(3) The recipient and its subrecipients must retain records of the receipt and use of program income.

(4) The recipient must keep documentation of compliance with the expenditure limits in § 576.100 and the expenditure deadline in § 576.203.

**(v) Subrecipients and contractors.**

(1) The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable. If the recipient is a State, the recipient must keep records of each recapture and distribution of recaptured funds under § 576.501.

(2) The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 24 CFR 85.36 and 24 CFR 84.40-84.48.

(3) The recipient must ensure that its subrecipients comply with the recordkeeping requirements specified by the recipient and HUD notice or regulations.

**(w) Other records specified by HUD.** The recipient must keep other records specified by HUD.

**(x) Confidentiality.**

(1) The recipient and its subrecipients must develop and implement written procedures to ensure:

(i) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;

(ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and

(iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.

(2) The confidentiality procedures of the recipient and its subrecipients must be in writing and must be maintained in accordance with this section.

**(y) *Period of record retention.*** All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(1) Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;

(2) Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and

(3) Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.

**(z) *Access to records.***

(1) *Federal government rights.* Notwithstanding the confidentiality procedures established under paragraph (w) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the recipient and its subrecipients that are pertinent to the ESG grant, in order to make audits,

examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.

(2) *Public rights.* The recipient must provide citizens, public agencies, and other interested parties with reasonable access (consistent with state and local laws regarding privacy and obligations of confidentiality and the confidentiality requirements in this part) to records regarding any uses of ESG funds the recipient received during the preceding 5 years.

**(aa) Reports.** The recipient must collect and report data on its use of ESG funds in the Integrated Disbursement and Information System (IDIS) and other reporting systems, as specified by HUD. The recipient must also comply with the reporting requirements in 24 CFR parts 85 and 91 and the reporting requirements under the Federal Funding Accountability and Transparency Act of 2006, (31 U.S.C. 6101 note), which are set forth in appendix A to 2 CFR part 170.

**EXHIBIT F**

**Attach Certificates of Insurance**



**COMMUNITY DEVELOPMENT BLOCK GRANT  
SUBRECIPIENT FUNDING AGREEMENT  
BETWEEN  
MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
COMMUNITY COALITION ON HOMELESSNESS CORPORATION  
d/b/a TURNING POINTS  
FOR THE PROJECT SMILE PROGRAM**

This Agreement made and entered into this 19th day of December, 2016, by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida (hereinafter referred to as "County" or "Grantee" or "Recipient"), and COMMUNITY COALITION ON HOMELESSNESS CORPORATION d/b/a TURNING POINTS, a not-for-profit corporation existing under the laws of the State of Florida (hereinafter referred to as "Subrecipient").

**WITNESSETH:**

WHEREAS, the County is the recipient of Community Development Block Grant B-16-UC-12-0018 (hereinafter "the Grant") and the Catalog of Federal Domestic Assistance (CFDA) number for these funds is 14.218; and

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

WHEREAS, the County, as Grantee, by Resolution No. R-16-094 has identified Subrecipient's project and approved funding for the implementation of the goals as required by the Grant.

1. Projects and Services: Subrecipient shall perform or provide or cause to be performed or provided the projects and services described in Exhibit A in accordance with this Agreement and the provisions of all exhibits and attachments included as a part of this Agreement.

2. Payments by Grantee: Grantee shall provide payments to Subrecipient in an amount not to exceed Seventy Thousand Dollars (\$70,000.00) as provided in Exhibit B. Grantee shall have no obligation to pay Subrecipient any sum of money in excess of the funds received from the Grant for making payments under this Agreement. If the Grantee is required to repay any funds paid under this Agreement, Subrecipient shall repay the funds to or reimburse Grantee if Grantee has repaid such funds.

3. Time for Performance: Subrecipient shall provide the project and services provided for in this Agreement from October 1, 2016 through September 30, 2017.

4. General Conditions and Additional CDBG Requirements: Subrecipient's performance of this Agreement shall comply with the applicable general conditions provided in Exhibit D and the additional Community Development Block Grant requirements outlined in Exhibit E. Grantee has attempted to identify all applicable Grant

requirements and will continue to provide technical support to Subrecipient to assist Subrecipient's compliance with the Grant requirements. In the event there is a conflict between any provision of this Agreement, including the general conditions, and any Grant requirement, Subrecipient shall comply with the Grant requirement. Nothing provided herein shall relieve Subrecipient from its obligation to meet any of the Grant requirements and of the obligation to become informed and knowledgeable of such requirements.

5. Indemnity: In the performance of this Agreement, Subrecipient shall be considered a grantee pursuant to this contract and shall have no status as an agent or employee of Grantee. Subrecipient agrees to indemnify and hold Grantee harmless from any and all claims arising as the result of performance of this Agreement by Subrecipient.

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

- A. Commercial General Liability in an amount not less than \$1,000,000 per occurrence and in the aggregate; and
- B. Professional Liability Coverage in an amount not less than \$1,000,000 per occurrence.
- C. Workers' Compensation Insurance coverage for all of employees in the performance of this contract.

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

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

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

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

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

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

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

If mailed to Subrecipient:

Executive Director  
Community Coalition on Homelessness  
d/b/a Turning Points  
701 17<sup>th</sup> Avenue West  
Bradenton, FL 34205



If by hand-delivery to  
Subrecipient:

Executive Director  
Community Coalition on Homelessness  
d/b/a Turning Points  
701 17<sup>th</sup> Avenue West  
Bradenton, FL 34205

If mailed to Grantee:

Director  
Manatee County Redevelopment and  
Economic Opportunity Department  
P.O. Box 1000  
Bradenton, Florida 34206

If by hand-delivery to Grantee:

Director  
Manatee County Administration Building  
Manatee County Redevelopment and  
Economic Opportunity Department  
1112 Manatee Avenue West, 5<sup>th</sup> Floor  
Bradenton, Florida 34205

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

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

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

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

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

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

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

**WITNESSES:**

Sign Name: Cheryl L. Hedger

Print Name: Cheryl L. Hedger

Sign Name: Delia A. Smith

Print Name: Delia A. Smith

**AGENCY:**

By: Adell Erozer

Print Name: Adell Erozer

DUNS #: 101926173

Email: aerozer@tpmanatee.org

Phone: 941-747-1509

**COUNTY OF MANATEE, FLORIDA**

Sign Name: Deborah Creamer

Print Name: Deborah CREAMER

Sign Name: Donna Finch

Print Name: Donna Finch

By: Sealdine C. Lopez  
Director, Redevelopment and Economic  
Opportunity Department

Date of Execution: 12/19/2016

## EXHIBIT A

### **SUBRECIPIENT'S PROJECTS AND SERVICES**

Subrecipient will provide free dental services to homeless, income qualified individuals that reside in Manatee County.

1. For the purposes of this Agreement, the Project Smile Project will provide dentures and/or orthotics to those clients in need of such. Manatee County will pay for dentures, orthotic devices, and supplies necessary for making such devices; Turning Points shall be responsible for general supply, administrative and staff costs. The complete scope of services to be utilized in association with this activity will be provided by Subrecipient and be approved by the Redevelopment and Economic Opportunity Department, Community Development Division.
2. Subrecipient shall provide Program throughout Manatee County, Florida. Service hours may vary based on site location and Subrecipient determination.
3. Subrecipient shall insure that an unbiased environment is maintained throughout the term of this agreement.
4. Subrecipient shall insure the provision of an adequate facility for the administration of program services to participants. The facility must allow for accessibility and accommodation of participants, including individuals of the special needs population. Subrecipient shall insure the provision of a full-time office, operative during regular business hours and the availability of services for special needs population at any location deemed most appropriate for the participants.
5. Subrecipient shall provide a reasonable accommodation to participants who may encounter language and/or communication barriers (i.e., language interpreters, assistance to the hearing impaired, etc.).

## **EXHIBIT B**

### **PAYMENTS**

1. County shall pay a maximum of Seventy Thousand and 00/100 Dollars (\$70,000.00) to the Subrecipient for the Project Smile Program. Subrecipient shall accept that amount toward the cost of dentures, dental orthotic devices, and supplies associated with the making of such oral devices.

Line item adjustments may be approved by Manatee County, upon request from the Subrecipient. The total contribution from Manatee County may not exceed Seventy Thousand and 00/100 Dollars (\$70,000.00).

2. Subrecipient shall be responsible for covering the administrative and staff costs for the program, and general dental supplies which are estimated at \$15,000.00.
3. Subrecipient shall provide a request for payment by the 15<sup>th</sup> of the month which shall include:
  - a. A completed Request for Payment form (Attachment B1).
  - b. A summary detailing the support documentation of the payment request.
  - c. An invoice on agency letterhead summarizing the payment request.
4. An estimated Final Payment Request will be due during the first week in September of each year. The required documentation of those expenses does not have to be provided to the County at such time. Within fifteen (15) calendar days of the end of the program year, the Subrecipient shall render all actual final expenses and required documentation of said expenses. County shall not be responsible for the payment of any charges, claims, or demands of the Subrecipient not received within said fifteen (15) day period.
5. County shall have no obligation to pay Subrecipient any sum in excess of the Funds received for making payments under this Agreement. If County is required to repay any Funds paid under this Agreement, Subrecipient shall repay the Funds or reimburse County if County has repaid the Funds.
6. As services under this Agreement are performed under a unit cost basis, documentation for payment, cost-reimbursement or indirect costs are not applicable.
7. The County may disapprove requests for payment which are not consistent with the terms of this Agreement.

# Attachment B1

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

AGENCY/SUBRECIPIENT: Community Coalition on Homelessness d/b/a Turning Points

PROJECT/PROGRAM NAME: Project Smile

PAYMENT REQUEST FOR MONTH OF: \_\_\_\_\_

### SECTION 1: REQUEST FOR PAYMENT

(1) REQUEST THIS PERIOD	(2) TOTAL FUNDING	(3) REQUESTED YEAR-TO-DATE	(4) BALANCE OF FUNDS
\$	\$70,000.00	\$	\$

### SECTION 2: SUPPORTING DOCUMENTATION

Attach:

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

PREPARED BY: \_\_\_\_\_ DATE \_\_\_\_\_

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

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

(SUBMIT 1 ORIGINAL-SIGNATURE BLUE INK AND 1 PHOTOCOPY OF REPORT  
WITH 1 COPY SUPPORTING DOCUMENTATION ATTACHED TO EACH)

*Please Make Check Payable to* Turning Points

*Please Submit to:* Community Coalition on Homelessness, Inc.

701 17<sup>th</sup> Avenue West

Bradenton, FL 34205

DO NOT WRITE BELOW THIS LINE

---

CDBG CONTRACT MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

## EXHIBIT C

### TIME FOR PERFORMANCE

1. Progress in implementation of services under this Agreement shall be measured against the following levels of accomplishments:
  - a. Subrecipient will use the grant to provide dentures, dental orthotic devices, to income eligible residents of Manatee County, and to pay for supplies necessary to make such oral devices, over the period of October 1, 2016 to September 30, 2017.
  - b. It is anticipated that the Subrecipient will serve approximately 320 persons over the agreement period.
2. County's contract representative may accept variances in the level of service and shall be responsible for advising Subrecipient if it appears that Subrecipient is not in substantial compliance with this Agreement or if at any time Subrecipient has failed any requirement placed on County related to the funds.
3. Subrecipient will complete and submit Monthly Progress Reports (Attachment C1) to the County by the 15<sup>th</sup> of each month. These progress reports will be in the format required by the County that will include a comparison of the actual number of persons served versus the proposed number of persons served for the preceding month. The report also identifies any obstacles encountered and the efforts made to overcome identified obstacles.
4. Subrecipient will complete and submit Quarterly Performance Measurement Reports (Attachment C2) to the County. The Reports will be in the format required by the County and will report the necessary data as required in "Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs", published in the Federal Register on March 7, 2006.
5. Within 90 days of execution of this Agreement, Subrecipient must complete and submit Attachment C3. Subrecipient shall be responsible for reviewing this information on a quarterly basis and shall submit a new report, if changes have occurred, or if the reporting format has been changed.

## **Attachment C1**

### MANATEE COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT  
Monthly Progress Report  
Report for Month of: \_\_\_\_\_, 20\_\_

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

1. List the original number of people/households served or benchmarks for this program, and describe the extent to which they were achieved for each Activity (found in the Agreement) during this reporting period.
2. Do you feel the program is on track to meet the scope of services contracted with the County? Please describe.
3. Describe any obstacles or challenges met in conducting your program.
4. What have you done to attempt to overcome any obstacles/challenges?
5. Describe any apparent gaps in service you have encountered in implementing your program, if any.
6. Describe the efforts being made to make potential clients aware of your program. (Please attach any printed materials relating to the program, such as press releases or news articles, etc.)

**Attachment C2**

**MANATEE COUNTY**

**COMMUNITY DEVELOPMENT BLOCK GRANT  
Quarterly Performance Measurement Report**

Agency \_\_\_\_\_

Program \_\_\_\_\_

Date \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

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

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature Date

**Quarterly Demographic Report Due Dates**

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

-----  
Reviewed By \_\_\_\_\_ Date \_\_\_\_\_  
(County Staff)

Reporting Date \_\_\_\_\_



**PROGRAM INFORMATION SUMMARY REPORT**

Total persons/households served year-to-date \_\_\_\_\_. Annual goal \_\_\_\_\_.

	<b># of new clients this period.</b>	<b>Total # of clients year-to- date.</b>
<b>1. Total</b>		

<b>Racial &amp; Ethnicity Data</b>	Hispanic	Non- Hispanic	Hispanic	Non- Hispanic
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian or Other Pacific Islander				
Black/African American & White				
Asian & White				
American Indian/Alaskan Native & White				
American Indian/Alaskan Native & Black/African American				
Other Multi-Racial				
<b>2. Total</b>				

<b>Income Data</b>		
Extremely Low Income (0-30% AMI)		
Low Income (31-50% AMI)		
Moderate Income (51-80% AMI)		
<b>3. Total</b>		

<b>Other Demographic Data</b>		
Female Head of Households		
Disabled/Special Needs		
<b>Total</b>		

**\*\*\*\*\*Totals for lines 1, 2, and 3 must match each other.\*\*\*\*\***

FINANCIAL INFORMATION SUMMARY REPORT

**FINANCIAL:**

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

Total amount of CDBG funds expended this Quarter. \$ \_\_\_\_\_

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

Remaining CDBG funds. \$ \_\_\_\_\_

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

Total amount of other funds this Quarter \$ \_\_\_\_\_ Year-to-date \$ \_\_\_\_\_

## Attachment C3

### Manatee County Redevelopment and Economic Opportunity Department Sub-Recipient Monitoring Report for Public Service Projects

Project Name and Location: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Agency Staff/Other: \_\_\_\_\_

\_\_\_\_\_

NSD Contract Manager \_\_\_\_\_

Date(s) \_\_\_\_\_

#### **SCOPE OF SERVICE**

1. What are the goals of the program?
2. What are the actual accomplishments of this program to date?
3. Is the program providing the full scope of services delineated in the contract? If not, why?
4. Is the program on schedule? If not, why?
5. Have there been changes in the budget, scope of service, or personnel for this program? If yes, is there a written record of the change?

6. Does the agency have a written conflict of interest policy?
7. Do you encourage client input on services? If not, why? If so, please explain.
8. Does the agency have a written complaint procedure? Explain.
9. What efforts have you made to coordinate services with other providers? Have those efforts been successful?
10. What efforts are you making to market the program and/or provide outreach to your target population?

#### **BOARD OF DIRECTORS**

11. Does your agency have selection criteria for the Board of Directors membership? Explain.
12. Is your Board familiar with this program? Do you provide regular updates to the Board regarding this program?
13. What is the Board's top priority this year?

## **RECORD KEEPING**

14. Is your filing system orderly, comprehensive, and up-to-date? Explain.
  
15. What steps are taken to ensure confidentiality and safety of program records?
  
16. Are all records kept in the agency's office? If not, explain.
  
17. What information is maintained in your client files?
  
18. If staff is being paid with CDBG funds, are appropriate time records being kept that show all of the employees activities?
  
19. Have you submitted all monthly progress and quarterly demographic reports on time? Were they complete and accurate?
  
20. How long do you maintain program records?

### **Limited Clientele Benefit Records**

21. Does your program exclusively serve abused children, battered spouses, elderly persons, "severely disabled" adults, homeless persons, illiterate adults, persons living with HIV/AIDS, or migrant farm workers, or a combination of any of these groups? If yes, what group(s)?
  
22. Does the program have income eligibility requirements which limit the activity exclusively to low and moderate income persons? If yes, what are they?

23. Is the program of such a nature and in such a location that it may be concluded that the activity's clientele will be primarily low and moderate income persons? If yes, how?
24. Do you keep records on family size and family income to make a determination if clients are of low and moderate income?
25. How you determine annual income? What documentation do you require?
26. Do you keep records showing the clients address? How do you ensure they live in eligible areas?
27. How do you gather the necessary ethnicity and race information?
28. How do you ensure that you report only unduplicated individuals served to Manatee County?

### **FINANCIAL MANAGEMENT**

29. Do accounting records adequately identify the use of CDBG funds? Explain.
30. Do you record encumbrances or obligations when contracts are executed, purchase orders issued, etc.?

31. Are all accounting records supported by source documentation? Explain.
32. Are reimbursement requests checked against the Subrecipient Agreement and OMB Circular A-110/A-122 for eligibility? Who checks?
33. How many people are required to sign checks? Is there a dollar threshold?
34. Are revenue generating activities being undertaken? If yes, are revenue accounts established to record program income?
35. Do accounting records include unexpended/unobligated balances for the program line items?
36. What is the date of the latest audit?
37. Were there any findings with the audit? If so, are they resolved?

## EXHIBIT D

### GENERAL CONDITIONS

1. Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.
2. Because the Project by Subrecipient is funded in part by the Community Development Block Grant (CDBG) program, Subrecipient shall upon request by County's Representative require that an acknowledgment and release be signed by clients receiving services (and by parent or guardian for minor children) for such Subrecipient records which may be required by the County for purposes of monitoring and evaluating services that may be public records under Chapter 119, Florida Statutes.
3. Income eligibility will be determined for the beneficiaries of the Companion Homemaker and Personal Caregiver Services program. If beneficiary is qualifying under the Limited Clientele category, activities must meet one of the following tests:
  - a. Benefit a clientele that is generally presumed to be principally LMI. This presumption covers abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
  - b. Require documentation on family size and income in order to show that at least 51 percent of the clientele are LMI (see Attachment D1); or
  - c. Have income eligibility requirements limiting the activity to LMI persons only. (see Attachment D1).
4. All forms referenced in this Agreement, not attached hereto, shall be provided or approved by County's Representative and shall be completed and submitted by Subrecipient to County.
5. A representative of Subrecipient who is familiar with this Agreement and the Subrecipient's services shall, when reasonably possible, attend and participate in meetings regarding the CDBG funding, as requested by County.
6. Subrecipient shall include the words "Funded in part by the Manatee County Community Development Block Grant program" in press releases, promotional materials, advertising or publicity about the project funded under this Agreement.
7. Subrecipient shall furnish County with all additional information, records, reports and data as may be required by HUD or County pertaining to matters of this Agreement.



8. County shall have the right to monitor and evaluate all aspects of activities carried out by Subrecipient. Such evaluation will be affected by the submission of reports and information by Subrecipient and by site visits of Subrecipient by the County.
9. Subrecipient shall employ sufficient staff to provide the services in accordance with the terms and conditions of this Agreement and in accordance with the proposal for funding submitted to County by Subrecipient.
10. If indirect costs are funded in the budget (Exhibit B (1)(a)), such indirect costs charged must be consistent with the conditions of Exhibit E (2)(C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendment to this budget must be approved in writing by the Grantee and the Subrecipient.
11. Public Records Act Compliance: Pursuant to Florida Statutes section 119.0701, to the extent Subrecipient is performing services on behalf of the County, Subrecipient must:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
  - (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of 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 County's information technology systems.
12. Reversion of assets [24 CFR 570.503 (b)(7)]: Upon expiration of the agreement, subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 is either:

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

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

[53 FR 8058, Mar. 11, 1988, as amended at 53 FR 41331, Oct. 21, 1988; 57 FR 27120, June 17, 1992; 60 FR 56915, Nov. 9, 1995; 68 FR 56405, Sept. 30, 2003]

## Attachment D1

### Manatee County

#### COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME LIMITS 2016-2017

Effective: March 31, 2016

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

Manatee County Median Income: \$61,900

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% Extremely Low	\$13,000	\$16,020	\$20,160	<b>\$24,300</b>	\$28,440	\$32,580	\$36,730	\$40,890
50% Very Low	\$21,700	\$24,800	\$27,900	<b>\$30,950</b>	\$33,450	\$35,950	\$38,400	\$40,900
80% Low	\$34,650	\$39,600	\$44,550	<b>\$49,500</b>	\$53,500	\$57,450	\$61,400	\$65,350

## EXHIBIT E

### ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT REQUIREMENTS

Subrecipient shall comply with all applicable requirements provided herein.

1. General Conditions

1. A. General Compliance

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

2. B. Workers' Compensation

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

3. C. Insurance and Bonding

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

2. Administrative Requirements

A. Financial Management

1) Accounting Standards

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

2) Cost Principles

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

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform

Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” and OMB Circular A-87 would apply.]

B. Documentation and Record-Keeping

1) Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Pat 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2) Retention

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

3) Client Data

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

4) Property Records

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

5) Close-Outs

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

6) Audits and Inspections

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

C. Reporting and Payment Procedures

1) Program Income

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

2) Indirect Costs

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

3) Progress Reports

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

D. Procurement

1) OMB Standards

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

2) Travel

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

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

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

4. Personnel and Participant Conditions

A. Civil Rights

1) Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation

Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2) Nondiscrimination

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

3) Land Covenants

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

4) Section 504

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

B. Affirmative Action

1) Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order of 11246 of



September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2) MBE/WBE

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

3) Access to Records

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

4) Notifications

The Subrecipient 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, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6) Subcontract Provisions

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

C. Employment Restrictions

1) Prohibited Activity

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

2) Labor Standards

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

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

D. Section 3 Clause

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

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended; 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons,

particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding; if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135; and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause; upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance; section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall

be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

E. Conduct

1) Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2) Conflict of Interest

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

3) Lobbying

The Subrecipient hereby certifies that:

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

Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification

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

4.) Copyright

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

5.) Religious Organization

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

5. Environmental Conditions

A. Air and Water

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

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

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

**B. Flood Disaster Protection**

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

**C. Lead-Based Paint**

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

**D. Historic Preservation**

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, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

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

**EXHIBIT F**

**Attach Certificates of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/5/2016

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

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

<b>PRODUCER</b> Boyd Insurance & Investment Services, Inc. 717 Manatee Avenue West #300 Bradenton FL 34205	<b>CONTACT NAME:</b> Charyn Walker <b>PHONE (A/C, No., Ext):</b> 941-745-8300 <b>E-MAIL ADDRESS:</b> charynw@boydinsurance.com <b>FAX (A/C, No.):</b> 941-782-6287
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Southern Owners Insurance Co. NAIC # 10190 <b>INSURER B:</b> Evanston Insurance Co. 35378 <b>INSURER C:</b> Travelers Casualty & Surety Co. 19038 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> COMMCO1 Community Coalition on Homelessness Corporation dba Turning Points 701 17th Ave. W. Bradenton FL 34205-7665	

**COVERAGES**                      **CERTIFICATE NUMBER:** 738814336                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N N	20015374	2/11/2016	2/11/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP OP AGG \$2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N N				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N N	CUBW6403816	2/19/2016	2/19/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Directors & Officers Liability	N N	106458924	2/11/2016	2/11/2017	Limit Aggregate 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
701 17th Avenue West, Bradenton, FL 34205  
705 17th Avenue West, Bradenton, FL 34205

<b>CERTIFICATE HOLDER</b>  Turning Points 701 17th Ave. W. Bradenton FL 34205	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN MANATEE COUNTY AND THE (Applicant name) FOR THE PROVISION OF A WEST COAST INLAND NAVIGATION DISTRICT (WCIND) PROJECT

This Amendment is made and entered into by and between the Manatee County Board of County Commissioners hereafter referred to as "County" and the City of Bradenton Beach hereafter referred to as "Recipient"; and

WHEREAS on October 1, 2015 the parties entered into an Agreement for implementation of the Project (M-334) hereafter "Agreement;" and

WHEREAS, pursuant to Rule 66A-2 of the Florida Administrative Code, all project agreement require a project to be completed within one year from the effective date of the project agreement. The completion date may be extended for Good Cause upon written request of the Recipient of WCIND funds; and

WHEREAS, the Project is eligible for extension of WCIND funding pursuant to Rule 66A-2 which states an inability to obtain necessary materials, supplies, labor or permits due to existing or future rules constitutes Good Cause; and

WHEREAS, Section 4.j of said Agreement allows for amendments to the Agreement;

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

1. The duration of the Agreement shall be extended one year, commencing October 1, 2016 and ending September 30, 2017.
2. All other terms and condition of the Agreement shall remain in full force and effect during the extended term of the Agreement.

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

RECIPIENT

COUNTY

NAME



MANATEE COUNTY

BY: \_\_\_\_\_

BY: 

TITLE: Mayor

TITLE: County Administrator

DATE: 10/13/16

DATE: 11-30-16

WITNESS: 

WITNESS:  Lauren Grimsley

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN MANATEE COUNTY AND THE (Applicant name) FOR THE PROVISION OF A WEST COAST INLAND NAVIGATION DISTRICT (WCIND) PROJECT

This Amendment is made and entered into by and between the Manatee County Board of County Commissioners hereafter referred to as "County" and the Suncoast Science Center hereafter referred to as "Recipient"; and

WHEREAS on October 1, 2015 the parties entered into an Agreement for implementation of the Project (M-338) hereafter "Agreement;" and

WHEREAS, pursuant to Rule 66A-2 of the Florida Administrative Code, all project agreement require a project to be completed within one year from the effective date of the project agreement. The completion date may be extended for Good Cause upon written request of the Recipient of WCIND funds; and

WHEREAS, the Project is eligible for extension of WCIND funding pursuant to Rule 66A-2 which states an inability to obtain necessary materials, supplies, labor or permits due to existing or future rules constitutes Good Cause; and

WHEREAS, Section 4.j of said Agreement allows for amendments to the Agreement;

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

1. The duration of the Agreement shall be extended one year, commencing October 1, 2016 and ending September 30, 2017.
2. All other terms and condition of the Agreement shall remain in full force and effect during the extended term of the Agreement.

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

RECIPIENT

NAME

Madeline Hansen

BY: Madeline Hansen

TITLE: Educator

DATE: 11/21/2016

WITNESS: Tom Summers

COUNTY

MANATEE COUNTY

BY: [Signature]

TITLE: County Administrator

DATE: 11/30/16

WITNESS: Lauren Grimsley