Meeting Date: July 6, 2016

From (Dept): Finance

Signature: Jan Smith
Department Director

Approved for Agenda: [signature]
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

SUBJECT:

Request For Approval: CDBG Agreement #2014-36 Choice Hotel Water Main Project Line Item Budget Modification-Amendment #1

SUMMARY EXPLANATION & BACKGROUND: City Council previously approved 2 change orders for the contract with Kimley-Horn the engineer for this project.

As a result of those change orders the City's grant agreement with DEO requires a budget modification. The modifications are a reduction in the budget for water lines of $11,500 and an increase in engineering of $11,500.

Attached you will find a detailed explanation of the need to amend the grant agreement.

FISCAL INFORMATION: No change to total grant award

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize Mayor to sign grant agreement AGR2014-36 grant modification amendment #1 (DEO Agreement #15DB-OJ-05-52-02-E02)

Initiated by: JS

CITY OF DUNNELLON
CDBG CONTRACT #15DB-0J-05-52-02-E02
EXPLANATION OF CONTRACT AMENDMENT #1

Amendment #1 to the above referenced contract includes the following changes:

1. The budget for the Water Lines is reduced from $476,000.00 to $464,500.00, a reduction of $11,500.00;
2. The budget for the Engineering is increased from $85,000.00 to $96,500.00, an increase of $11,500.00.00

The budget revisions in the above referenced contract are necessary to pay for the additional work taken on by Kimley Horn the project engineers. The additional work involved two unplanned issues which came up during the course of construction. The two unplanned issues were as follows:

1. The first issue was DOT provided the City and the City's Engineer with incorrect date on the width of a portion of the US Hwy 41 right-of-way through which the water line connecting the two water systems was being run. Thus, the original design took a portion of the water line through private property and not the US HWY 41 right-of-way, therefore the engineer had to redesign the water line installation going thru this area. The engineer also had to revise the DEP permit for the project to reflect the new water line route and develop a change order for the contractor to utilize the new water line route. The engineer requested a change order in the amount of five thousand dollars ($5,000.00) to carry out this work, which was approved by the Department of Economic Opportunity and the City.

2. In the course of construction, the contractor encountered several gopher tortoise burrows along the water line route within the US Hwy 41 right-of-way. The area appeared to contain at least two (2) active gopher tortoise burrows along the water line route. The engineer requested a fee of eight thousand dollars ($8,000.00) to perform a gopher tortoise survey within the FDOT right-of-way, prepare the gopher tortoise relocation application and to work with the contractor to provide gopher tortoise relocation services. This fee was approved by the Department before the survey of the gopher tortoise burrows was carried out. After carrying out the gopher tortoise survey of the burrows, no gopher tortoises were found. The City previously approved a change order to Kimley Horn's contract to cover this work.

These two change orders increased the engineer's contract for the project by $13,000.00. When the original engineering contract for the project was signed, the amount in the engineering line item in the CDBG grant budget $85,000.00 exceeded the amount in the City's engineering contract with Kimley Horn Engineering for the project, $83,500.00 by $1,500.00. Thus the engineering line item in the CDBG contract had to be increased by an additional $11,500.00 to cover the full cost of Kimley Horn's contract Change Orders referenced herein.

If you need any additional information concerning this matter, please let me know.

Jan Smith

From: Fred Fox <fred.fox@fredfoxenterprises.com>
Sent: Wednesday, June 22, 2016 2:15 PM
To: Jan Smith; Melissa Fox
Cc: Melissa Fox
Subject: RE: Second Request-FW: CDBG Modification Documents
Attachments: 2014-29 Authorizing the Submission of an Application for the Small Citie .pdf; Explanation of Contract Amendment #1.docx

Jan:

The resolution only speaks to the filing of the application, a copy is attached. If it is the City's policy to take all contract amendments to City Council prior to execution than I would suggest you schedule the approval of the amendment for the July 11th 2016 City Council meeting.

I have attached an explanation of the need for the amendment. If you need additional information please let me know.

Fred D. Fox, President
Fred Fox Enterprises
221 Treasure Beach Road
St. Augustine, Florida 32080
Office Phone: (904) 810-5183
Cell Phone: (386) 937-1953

From: Jan Smith [mailto:jsmith@dunnellon.org]
Sent: Wednesday, June 22, 2016 1:10 PM
To: Melissa Fox <melissa.fox@fredfoxenterprises.com>; Fred Fox <fred.fox@fredfoxenterprises.com>
Subject: Second Request-FW: CDBG Modification Documents
Importance: High

I have not heard back from you on the email below.

PS. Please provide an explanation for this modification that I can give to the Mayor and city Council. (Since Eddie is no longer here)

Jan Smith
Finance Officer
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
Phone: 352-465-8500
Fax: 352-465-8505
Email: jsmith@dunnellon.org

Please Note: Florida has a very broad public records law. Written communication to or from City officials regarding City business is public record and open to inspection including names, addresses, and email addresses. Therefore, your email communicatin may be subject to public disclosure.

From: Jan Smith
Sent: Thursday, June 16, 2016 11:38 AM
To: fred.fox@fredfoxenterprises.com
Cc: Melissa Fox
Subject: RE: CDBG Modification Documents

Fred,

Does the resolution we adopted for this grant state that the Mayor can sign grant modifications without having to go back before council? Please indicate where in the resolution if it is there. Otherwise I will not be able to submit these to DEO until after the July 11th meeting.

Jan Smith
Finance Officer
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
Phone: 352-465-8500
Fax: 352-465-8505
Email: jsmith@dunnellon.org

Please Note: Florida has a very broad public records law. Written communication to or from City officials regarding City business is public record and open to inspection including names, addresses, and email addresses. Therefore, your email communicatin may be subject to public disclosure.

From: Doherty, Roger [mailto:Roger.Doherty@deo.myflorida.com]
Sent: Thursday, June 16, 2016 11:15 AM
To: mayor@dunnellon.org
Cc: Jan Smith; fred.fox@fredfoxenterprises.com; Anderson, Tammy
Subject: Modification Documents

Mayor Whitt:

Attached are two files with all of the documents needed for modification 1 to the City's CDBG subgrant agreement. Please have two copies of all of the pages in the two files printed out. (One file is the portrait-oriented pages; the other is the landscape-oriented pages. Please make sure that the landscape pages are not printed out in portrait orientation.) You will need to sign and date both copies of Form SC-44, **Modification to Subgrant Agreement**, and Form SC-35, **Request for Amendment**. Please make sure to attach all of the pages from the two files to the cover letter. If any of the pages are missing, our attorney will require another letter from you attesting to the fact that you had reviewed the missing pages prior to signing form SC-44.

The modification documents have gone through an extensive review process, so the Department should be able to execute the modification within a few days of receiving the signed documents. If you have any questions, please contact me or your grant manager, Tammy Anderson, at 850-717-8425.

Roger J. Doherty, CLEP
Planning Manager
Small Cities CDBG Program
Florida Department of Economic Opportunity
107 E. Madison St.
Caldwell Building - MSC 400
Tallahassee, FL 32399-6508
O: 850-717-8417
F: 850-922-5609
roger.doherty@deo.myflorida.com

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Modification Number 1 to Subgrant Agreement Between the Department of Economic Opportunity and City of Dunnellon, Florida

This Modification is made and entered into by and between the State of Florida, Department of Economic Opportunity, ("the Department"), and City of Dunnellon, Florida, ("the Recipient"), to modify **DEO Contract Number** 15DB-OJ-05-52-02-E02, awarded on February 27, 2015 ("the Agreement").

WHEREAS, the Department and the Recipient entered into the Agreement, pursuant to which the Department provided a subgrant of $650,000.00 to the Recipient under the Small Cities Community Development Block Grant ("CDBG") Program as set forth in the Agreement;

WHEREAS, the Department and the Recipient desire to modify the Agreement;

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

☐ **Reinstate the Agreement**

1. The Agreement is hereby reinstated as though it had not expired.

☐ **Extend the Agreement**

2. Paragraph 3, Period of Agreement is hereby revised to reflect an ending date of (Type in the date, if applicable).

☒ **Revise the Activity Work Plan**

3. Attachment E, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment E, which is attached hereto and incorporated herein by reference.

☒ **Revise the Program Budget**

4. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

Modification Number: 1

DEO Contract Number: 15DB-OJ-05-52-02-E02

Recipient: City of Dunnellon

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☐ **Change the Participating Parties**

5. "(Type in the name, if applicable.)," is removed as a Participating Party to this agreement.

6. "(Type in the name, if applicable.)" is added as a Participating Party to this agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

☐ **Include an Unmet Need as Addressed in the Original Application**

7. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, which is attached hereto and incorporated herein by reference.

8. Attachment , Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment , which is attached hereto and incorporated herein by reference.

9. A revised Project Narrative, Form G-2 from Part II of the approved CDBG Application Form, which shows the unmet need from the original application that is being included in the Subgrant Agreement listed as addressed need, is attached hereto and incorporated herein by reference.

☐ **Change the Number of Accomplishments and/or Beneficiaries**

10. Attachment A, Program Budget, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment A, the Program Budget, which is attached hereto and incorporated herein by reference.

☐ **Reflect the Change in Agency from DCA to DEO**

11. This modification to the Subgrant Agreement hereby replaces "Department of Community Affairs" with "Department of Economic Opportunity" where appropriate in context.

☒ **Other:**

12. Replace original pages 1-14, Attachments B, C, D, H, and I, and Exhibit 1 of the Subgrant Agreement with the enclosed revised pages 1-14, Attachments B, C, D, H, and I, and Exhibit 1.

Modification Number: 1

DEO Contract Number: 15DB-OJ-05-52-02-E02

Recipient: City of Dunnellon

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A ***Request for Amendment***, Form SC-35, shall be included with this Modification if there is a change to the Attachment A, Program Budget, of the Subgrant Agreement; if unmet need is being included as addressed need; or if there is a change in the number of accomplishments or beneficiaries.

All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

State of Florida
Department of Economic Opportunity

By: _____

Name: Paula Lemmo

Title: Chief
Division of Community Development

Date: _____

Recipient: City of Dunnellon, Florida

By: _____

Name: Nathan Whitt

Title: Mayor

Date: _____

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

Contract Number: 15DB-OJ-05-52-02-E02 CFDA Number: 14.228

Rule Chapter: 73C-23, Florida Administrative Code

Effective: June 6, 2010

FFY 2013 FEDERALLY-FUNDED SUBGRANT AGREEMENT

Economic Development

THIS AGREEMENT is entered into by the **State of Florida, Department of Economic Opportunity,** with headquarters in Tallahassee, Florida (hereinafter referred to as "DEO"), and **the City of Dunnellon** (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. DEO has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. DEO has statutory authority to disburse the funds under this Agreement.

THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work

The Recipient shall perform the work in accordance with the **Program Budget**, Attachment A of this Agreement; the **Activity Work Plan**, Attachment E of this Agreement; and the Florida Small Cities Community Development Block Grant (CDBG) ***FFY 2013 Application for Funding*** submitted by the Recipient on **September 25, 2014,** including future amendments to this Subgrant Agreement that are agreed upon by both parties.

(2) Incorporation of Laws, Rules, Regulations and Policies

The Recipient and DEO shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B and G.

(3) Period of Agreement

This Agreement shall begin upon execution by both Parties, and shall end 24 months after the last signed date, unless terminated earlier in accordance with the provisions of **Paragraph (13) Termination**, of this Agreement. Any extension to this Agreement will not be granted unless the Recipient is able to provide substantial justification and the DEO Community Development Division Director approves such extension.

(4) Modification of Agreement

Either Party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, in compliance with rule 73C-23.0051(4), F.A.C. (which is incorporated herein by reference), signed by each of the Parties, and attached to the original of this Agreement.

(5) Records

(a) As applicable, the Recipient's performance under this Agreement shall be subject to **Title 2, Code of Federal Regulations (C.F.R.), part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.***

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six (6) years from the date DEO issues the final closeout for this award. The Recipient shall ensure that audit working papers are available upon request for a period of six (6) years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at five thousand dollars ($5,000 or more at the time it is acquired shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the **Scope of Work** and all other applicable laws and regulations.

(g) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(h) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements

(a) Review the Audit Requirements listed in Attachment H of this Agreement. For local government fiscal years beginning after December 26, 2014, a Recipient will not have to have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. part 200 unless it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards during its fiscal year.

(b) The requirements listed in Attachment H, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed **Audit Compliance Certification,** a blank version of which is attached hereto as Attachment I, to audit@deo.myflorida.com. The Recipient's timely submittal of one completed **Audit Compliance Certification** for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient.

This form is in addition to the **Audit Certification Memo** that must be sent to DEO if an audit is not required because the local government spent less than seven hundred fifty thousand dollars ($750,000) in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment H, each Recipient should send an electronic copy of its audit report or an **Audit Certification Memo,** Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to its grant manager at the following address to ensure that it does not incur audit penalty points:

Email: Tammy.Anderson@deo.myflorida.com

Please note that Form SC-47, and other such Forms referenced in this Agreement, are incorporated herein by reference, and are available either on DEO's Small Cities CDBG Program website at http://www.FloridaJobs.org/CDBGRecipientInfo or upon request from the CDBG program office.

(7) Reports

(a) The Recipient shall provide DEO with quarterly reports and an administrative closeout report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the **Scope of Work** and the expenditure of funds under this Agreement, in addition to any other information requested by DEO.

(b) A **Quarterly Progress Report**, Form SC-65, is due to DEO no later than fifteen (15) calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the **Administrative Closeout Report**, Form SC-62. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The **Administrative Closeout Report,** Form SC-62, is due forty-five (45) calendar days after termination of this Agreement or forty-five (45) calendar days after completion of the activities contained in this Agreement, whichever first occurs. The subgrant agreement closeout package must be submitted to DEO in compliance with rule 73C-23.0051(5), F.A.C.

(d) If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in **Paragraph (11) Remedies** or otherwise allowable by law. "Acceptable to DEO" means that the work product was completed in accordance with the terms of this Agreement, particularly the **Scope of Work**, and all applicable law.

(e) The Recipient shall provide additional program updates or information that may be required by DEO.

(f) The Recipient shall provide additional reports and information identified in Attachment C.

(8) Monitoring

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

In addition to reviews of audits conducted in accordance with **Paragraph (6) Audit Requirement**, above, monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures and/or processes deemed appropriate by DEO. In the event DEO determines a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, DEO will monitor the performance and financial management by the Recipient throughout the Agreement term to ensure timely completion of all tasks.

(9) Liability

(NOTE: If the Recipient is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes (F.S.), pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

(a) The Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(b) Any recipient which is a state agency or subdivision, as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(10) Events of Default

If any of the following events occur ("Events of Default"), all obligations on the part of DEO to make further payment of funds shall, if DEO elects, terminate and DEO has the option to exercise any of its remedies allowable by law and/or set forth in **Paragraph (11) Remedies**, below. However, DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with DEO is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO.

(c) If any reports required by this Agreement have not been submitted to DEO or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) Remedies

If an Event of Default occurs, then DEO may, upon thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least twenty-four (24) hour written notice, in conformity with **Paragraph (14) Notice and Contact**, and including the effective date of such termination;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to DEO any monies used for ineligible purposes under this Agreement and/or the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

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

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

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

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

(f) Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to any applicable remedies within rule 73C-23.0051(6)(d) and (e), F.A.C., 24 C.F.R. part 570, and 2 C.F.R. part 200.

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

(12) Dispute Resolution

Disputes concerning the performance of the Agreement shall be decided by DEO, who shall reduce the decision to writing and serve a copy on the Recipient. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Recipient files with DEO a petition for administrative hearing. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination

(a) DEO may suspend or terminate this Agreement for cause with no less than twenty-four (24) hour written notice, including the effective date, to the Recipient. Cause can include, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient no less than twenty-four (24) hour written notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the award in its entirety. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(c) The Parties may agree to terminate this Agreement for their mutual convenience through a written modification to this Agreement. The modification shall state the effective date of the termination. The procedures for proper closeout of the Agreement shall be followed, in accordance with rule 73C-23.0051(5), F.A.C.

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

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the grant manager for this Agreement is:

Tammy Anderson, Government Operations Consultant II
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8425 – Fax: (850) 922-5609
Email: Tammy.Anderson@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Ms. Jan Smith, Finance Officer
City of Dunnellon
20750 River Drive
Dunnellon, Florida, 34431-6744
Telephone: (352) 465-8500 - Fax: (352) 465-8505
Email: jsmith@dunnellon.org

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (14)(a) above.

(15) Contracts

If the Recipient contracts any of the work required under this Agreement, a copy of the signed contract must be forwarded to DEO for approval. The Recipient agrees to include the following in the contract: 1) that the contractor is bound by the terms of this Agreement, 2) that the contractor is bound by all applicable State and Federal laws and regulations, 3) that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law, and 4) provisions addressing bid, payment, and performance bonds and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement.

For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S.

(16) Terms and Conditions

This Agreement contains all the terms and conditions agreed upon by the Parties.

(17) Attachments

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Funding Sources

Attachment A – Program Budget

Attachment B – State and Federal Statutes, Regulations, and Policies

Attachment C – Reports

Attachment D – Warranties and Representations

Attachment E – Activity Work Plan

Attachment F – Program, Category Specific, and Special Conditions

Attachment G – Civil Rights Compliance Assurance

Attachment H – Audit Requirements

Attachment I – Audit Compliance Certification

Attachment J – eCDBG Access Authorization Form

(18) Funding/Consideration

(a) The funding for this Agreement shall not exceed **$650,000**, subject to the availability of funds.

(b) The Recipient agrees to expend funds in accordance with the **Scope of Work.**

(c) All funds shall be requested in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the **eCDBG Access Authorization Form**, Attachment J, to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient.

(d) Pursuant to 24 C.F.R. § 570.489(b), pre-agreement costs reflected in the Recipient's ***Application for Funding*** as originally submitted that relate to preparation of the ***Application for Funding*** are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein DEO agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer, or under **Subparagraph (20)(i), Mandated Conditions,** of this Agreement, all obligations on the part of DEO to make any further payment of funds shall terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days of receiving notice from DEO.

(19) Repayments

(a) The Recipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period; however, pursuant to 24 C.F.R. § 570.489(b), reimbursement can be requested for eligible application preparation costs that were listed in the Recipient's ***Application for Funding***.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO all funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall repay all funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483.

(e) All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of fifteen dollars ($15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(20) Mandated Conditions

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of DEO and with thirty (30) calendar days written notice to the Recipient, cause the termination of this Agreement and the release of DEO from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County; the Parties waive any right to jury trial. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) Any recipient which is not a local government or state agency, and which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

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

2. Have not, within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in **Subparagraph (20)(h)2., Mandated Conditions,** of this Agreement; and

4. Have not within a five (5) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send a completed Form SC-37, ***Certification Regarding Debarment, Suspension, And Other Responsibility Matters – Primary Covered Transactions,*** to DEO for each contractor that the Recipient plans to hire under this Agreement. The form must be received by DEO before the Recipient enters into a contract with the respective contractor.

(i) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(j) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(k) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(m) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119 F.S.

(21) Lobbying Prohibition

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

(b) The Recipient certifies, by its signature to this Agreement, that:

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

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

3. The Recipient shall require that 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 as described in **Subparagraphs (21)(b)1. and 2., Lobbying Prohibition**, above.

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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(22) Copyright, Patent and Trademark

Any and all Patent Rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all Copyrights accruing under or in connection with the performance of this agreement are hereby transferred by the Recipient to the State of Florida.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. DEO shall then, under **Subparagraph (22)(b), Copyright, Patent and Trademark**, have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference. The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities

(a) The Recipient shall allow public access to all records made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(b) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.

(c) The Recipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

(d) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any non-exempt public record made or received by the Recipient in conjunction with this Agreement.

(25) Employment Eligibility Verification

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Recipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the Agreement term; and,
2. Include in all contracts under this Agreement, the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of Federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.uscis.gov/e-verify

(c) If the Recipient does not have an E-Verify MOU in effect, the Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(26) Program Income

Recipient shall report to DEO all program income (as defined by 73C-23.0031(33), F.A.C. and 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement, as part of the Recipient's **Quarterly Progress Report**, Form SC-65, required under **Paragraph (7) Reports**, of this Agreement. Recipient's use of program income shall comply with the applicable requirements of 24 C.F.R. part 570, sections 290.046-290.048, F.S. and 73C-23.0051, F.A.C., and the terms of this Agreement. Program income generated after closeout, shall be returned to DEO. Program income generated prior to closeout, shall be returned to DEO, unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout.

(27) Independent Contractor

In Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Recipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

(a) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(b) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(c) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(d) Unless justified by the Recipient, and agreed to by DEO in the **Scope of Work**, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(e) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(f) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

Attachment B – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (the U.S. Housing and Urban Development regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (https://www.hudexchange.info/community-development/cdbg-memoranda/);
9. Applicable HUD Community Planning and Development Notices (https://www.hudexchange.info/manage-a-program/cpd-notices);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507;
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 1400-1465);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland "Anti-Kickback" Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4.
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247); and
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50).

Attachment C – Reports

The following reports must be completed and submitted to DEO in the time frame indicated and in compliance with rule 73C-23.0051(5)-(6)(a), F.A.C. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report,** Form SC-65, must be submitted to DEO fifteen (15) calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15.

2. A **Contract and Subcontract Activity** form, (HUD-2516 Form, currently available at http://www.flrules.org/Gateway/reference.asp?No=Ref-05360; which is incorporated herein by reference), submitted by April 15 and October 15 each year through the Department's Electronic CDBG reporting system at https://www.deoecdbg.com/Default.aspx. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

3. The **Administrative Closeout Report,** Form SC-62, must be submitted to DEO within forty-five (45) calendar days of the Agreement termination date, in compliance with rule 73C-23.0051(5), F.A.C and the terms of this Agreement.

4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment I, must be e-mailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. The **Section 3 Summary Report**, HUD-60002 form, effective date June 2001, http://www.flrules.org/Gateway/reference.asp?No=Ref-05360; effective date April, 2015, which is incorporated herein by reference, must be completed and submitted through DEO's Electronic CDBG reporting system at https://www.deoecdbg.com/Default.aspx by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet section 3 requirements.

7. Request for Funds must be submitted as required by DEO and as scheduled on Attachment E – **Activity Work Plan.**

Attachment D – Warranties and Representations

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder, and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Attachment D – Warranties and Representations

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H – Audit Requirements

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $300,000 ($500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $300,000 ($500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $300,000 ($500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Title 2 C.F.R. part 200, entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 C.F.R. part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

Part II: State Funded

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:

http://www.myflorida.com/audgen/pages/flsaa.htm

Attachment H – Audit Requirements

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following at the address indicated:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

3. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity

MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six (6) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Pass-Through Entity:	Florida Department of Economic Opportunity
Contact Information for Awarding Official of Pass-Through Entity:	Paula Lemmo, Chief Division of Community Development 107 East Madison Street – MSC 400 Tallahassee, Florida 32399-6508
Federal Award Identification Number:	B-13-DC-12-0001
Federal Award Date:	9-5-2013
Total Federal Award to Pass-Through Entity:	$24,214,007
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Recipient's DUNS-Registered Name:	Dunnellon, City of
Recipient's DUNS Number:	099350589
Federal Funds Obligated to Recipient By This Action:	$650,000.00
Total Federal Funds Obligated to Recipient:	$650,000.00
Total Amt. of Federal Award Committed to Recipient:	$650,000.00
Project Description: *This is not a research and development award.*	Economic Development subgrant to provide funding for needed infrastructure serving low-and moderate-income job creation activities in the Recipient's jurisdiction.
Indirect Cost Rate:	0.0%

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform the obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
2. The Recipient shall be governed by the laws, rules and regulations identified in this Agreement.
3. The Recipient shall be governed by sections 290.0401- 290.048, F.S.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.; the Program Budget, Attachment A of this Agreement; the Activity Work Plan, Attachment E of this Agreement; Parts 2, 5, and 9 of the Florida Small Cities CDBG FFY 2013 Application for Funding; and the Program, Category Specific, and Special Conditions, Attachment F of this Agreement.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment I – Audit Compliance Certification		
Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.		
Recipient: City of Dunnellon		
FEIN: 596000311	Recipient's Fiscal Year:	October 1 through September 30
Contact Name: Jan Smith	Contact's Phone: (352) 465-8500	
Contact's Email: jsmith@dunnellon.org		

1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did the Recipient expend $500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? ☐ Yes ☐ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did the Recipient expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Request for Amendment

Recipient: City of Dunnellon

Amendment Request Number: One (#1)

Date: May 9, 2016

Contract Number: 15DB-OJ-05-52-02-E02

Rule in Effect for This Grant: _____

Local Government Authorization: _____ Date Signed: _____

(Authorized Signature)

DEO Authorization: _____ Date Approved: _____

Budget Information					Activity Accomplishments		
Activity Code	Activity Name	Original Budget	Current Budget (before this amendment)	Proposed Budget	Original Contract	Current Contract (before this amendment)	Proposed Contract
1	2	3	4	5	6	7	8
21A	Administration	$ 52,000.00	$ 52,000.00	$ 52,000.00	N/A	N/A	N/A
17B	Water Lines	$ 476,000.00	$ 476,000.00	$ 464,500.00	6,700 LF	6,700 LF	6,700 LF
17B	Sewer Lines	$ 37,000.00	$ 37,000.00	$ 37,000.00	1 Lift Station	1 Lift Station	1 Lift Station
17B	Engineering	$ 85,000.00	$ 85,000.00	$ 96,500.00	N/A	N/A	N/A
		$	$	$			
		$	$	$			
		$	$	$			
		$	$	$			
		$	$	$			
		$	$	$			
		$	$	$			
		$	$	$			
Totals		$ 650,000.00	$ 650,000.00	$ 650,000.00			

		Beneficiaries											
		Total Beneficiaries			Low & Moderate Income				Very Low Income				
Activity Code	Activity Name	Original #	Current #	Proposed #	Original		Proposed		Original		Proposed		
					#	%	#	%	#	%	#	%	
21A	Administration	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
17B	Water Lines	19	19	19	12	63.16%	12	63.16%	N/A	N/A	N/A	N/A	
17B	Sewer Lines	19	19	19	12	63.16%	12	63.16%	N/A	N/A	N/A	N/A	
17B	Engineering	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

		Original	Proposed
20.	Total # Unduplicated Beneficiaries:	19	19
21.	Total # Unduplicated LMI Beneficiaries:	12	12
22.	Total # Unduplicated VLI Beneficiaries:	N/A	N/A
23.	Total # Unduplicated LMI Households:	12	12

24. Does this amendment reduce any other project funds previously committed as leverage from local or other sources? ☐ Yes ☒ No

(If **yes**, you must complete and attach the ***Sources and Uses of Funds*** form, SC-36.)

Sources and Uses of Funds

April, 2015

Sources of Project Funds		
Participant	**Amount**	**Source**
1. CDBG Subgrant	$ 650,000.00	State of Florida - DEO
2. Participating Party	$ 5,763,489.00	Hotel Development and Management Group, LLC
3.	$	
4.	$	
5.	$	
Total of all Funds	$	

Uses of Project Funds							
Activity Number	**Activity Name**	**Sources of Project Funds**					
		(1) CDBG	**(2)**	**(3)**	**(4)**	**(5)**	**Totals**
21A	Administration	$ 52,000.00	$	$	$	$	$ 52,000.00
17B	Water Lines	$ 464,500.00	$	$	$	$	$ 464,500.00
17B	Sewer Lines	$ 37,000.00	$	$	$	$	$ 37,000.00
17B	Engineering	$ 96,500.00	$	$	$	$	$ 96,500.00
18A	Building and Equipment	$	$ 5,763,489.00	$	$	$	$ 5,763,489.00
		$	$	$	$	$	$
		$	$	$	$	$	$
		$	$	$	$	$	$
		$	$	$	$	$	$
		$	$	$	$	$	$
		$	$	$	$	$	$
	Total Project Cost	$ 650,000.00	$ 5,763,489.00	$	$	$	$ 6,413,489.00

This form must be completed when an amendment alters the amount, source, or use of project funds **or** when new activities will be funded from new funding sources.

Sources of Project Funds: Participant – Include such parties as recipient, other governments, participating parties, and individual sources. In Housing Rehabilitation and Commercial Revitalization projects, sources like homeowner and commercial building owner contributions may be grouped together. **Amount** – Dollar amount of contribution. **Source** – Source of funds; i.e., tax increment, FMHA grant, DOC grant, local government revenue, equity, loan (name of bank), etc.

Uses of Project Funds: Activity Number – Activity number reflected on award agreement Attachment A. **Activity Name** – Activity name reflected on award agreement Attachment A. **CDBG** – Current CDBG budget from award agreement Attachment A. **Columns 2-5:** Use of funds by activity for each of the numbered sources reflected on the top of the form.

Department of Economic Opportunity – Small Cities Community Development Block Grant Program

Attachment A – Program Budget

5/1/2014

Recipient: City of Dunnellon **Modification Number:** 1 **Contract Number:** 15DB-OJ-05-52-02-E 02

Activity		Accomplishments		Beneficiaries			Budget				
Activity Number	Description	Unit	Number	LMI	VLI	Total	CDBG Amount	Subtotal of Activity[1]	Other Funds[2]	Source #[2]	Program Income
21A	Administration						$52,000				
17B	Water Lines	L.F.	6,700	12		19	$464,500				
17B	Sewer Lines	Lift Station	1	12		19	$37,000				
17B	17B Engineering						$96,500				
17B	17B Subtotal							$598,000			
18A	Building and Equipment	Building	1						$5,763,489	1	
						Totals	$650,000		$5,763,489		

[1] **For an activity number that has multiple functions (for example, 03J-Sewer Lines, 03J-Hookups and 03J-Water Lines, add a line 03J-Subtotal and then add up the amounts and show it in the subtotal column).**

[2] **Show the sources and amounts of "Other Funds" below.**

1. Hotel Development and Management Group, LLC ($1,250,000 in Leverage) $5,763,489
2. _____ $_____
3. _____ $_____
4. _____ $_____
5. _____ $_____

ATTACHMENT E – Activity Work Plan

6/20/2014

Recipient: City of Dunnellon **Activity:** Engineering/Administration **Project Budget:** $96,500/$52,000

Contract Number: 15DB-OJ-05-52-02-E02 **Date Prepared:** 05/09/2016 **Modification Number:** 1

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** *Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100% or 25, 50, 75, and 100%), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**# Units to be completed by "End Date"**	**Proposed $$ to be Requested by "End Date"**	**Proposed Administration $$ to be Requested by "End Date"**
02/15	11/15	Submit Request for Release of Funds & Environmental Clearance	N/A	0.00	0.00
02/15	09/15	Submit Documentation to clear Special Conditions Numbers	N/A	0.00	0.00
03/15	11/15	Engineer Designs Project and forwards Final Design to DEO for Review & Approval	N/A	0.00	0.00
11/15	11/15	Wage Decision Obtained	N/A	0.00	0.00
11/15	12/15	Permitting, Advertising & Receiving Bids	N/A	37,400.00	4,455.90
01/16	01/16	Verification of Contractor Eligibility	N/A	37,400.00	4,455.90
01/16	01/16	Preconstruction Conference Held & Notice to Proceed Issued	N/A	37,400.00	4,455.90
02/16	04/16	Construction Phase - 25% Complete	N/A	64,000.00	10,190.16
05/16	07/16	Construction Phase - 50% Complete	N/A	75,000.00	25,000.00
08/16	10/16	Construction Phase - 75% Complete	N/A	85,000.00	40,000.00
11/16	12/16	Construction Phase - 100% Complete	N/A	90,000.00	45,000.00
02/17	02/17	Submit Administrative Closeout	N/A	96,500.00	52,000.00

Note: More than one activity may be included per form.

ATTACHMENT E – Activity Work Plan

6/20/2014

Recipient: City of Dunnellon **Activity:** 17B - Water Lines **Project Budget:** $ 464,500

Contract Number: 15DB-OJ-05-52-02-E02 **Date Prepared:** 05/09/2016 **Modification Number:** 1

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** *Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100% or 25, 50, 75, and 100%), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**# Units to be completed by "End Date"**	**Proposed $$ to be Requested by "End Date"**	**Proposed $$ to be Requested by "End Date"**
02/15	11/15	Submit Request for Release of Funds & Environmental Clearance	0	0.00	
02/15	09/15	Submit Documentation to clear Special Conditions	0	0.00	
03/15	11/15	Engineer Designs Project and forwards Final Design to DEO for Review & Approval	0	0.00	
11/15	11/15	Wage Decision Obtained	0	0.00	
11/15	12/15	Permitting, Advertising & Receiving Bids	0	483.75	
01/16	01/16	Verification of Contractor Eligibility	0	483.75	
01/16	01/16	Preconstruction Conference Held & Notice to Proceed Issued	0	483.75	
02/16	04/16	Construction Phase - 25% Complete	1,675 LF	483.75	
05/16	07/16	Construction Phase - 50% Complete	3,350 LF	238,000.00	
08/16	10/16	Construction Phase - 75% Complete	5,025 LF	357,000.00	
11/16	12/16	Construction Phase - 100% Complete	6,700 LF	464,500.00	
02/17	02/17	Submit Administrative Closeout	6,700 LF	464,500.00	

Note: More than one activity may be included per form.

ATTACHMENT E – Activity Work Plan

6/20/2014

Recipient: City of Dunnellon **Activity:** 17B - Sewer Lines **Project Budget:** $ 37,000

Contract Number: 15DB-OJ-05-52-02-E02 **Date Prepared:** 05/09/2016 **Modification Number:** 1

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** *Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100% or 25, 50, 75, and 100%), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**# Units to be completed by "End Date"**	**Proposed $$ to be Requested by "End Date"**	**Proposed $$ to be Requested by "End Date"**
02/15	11/15	Submit Request for Release of Funds & Environmental Clearance	0	0.00	
02/15	09/15	Submit Documentation to clear Special Conditions	0	0.00	
03/15	11/15	Engineer Designs Project and forwards Final Design to DEO for Review & Approval	0	0.00	
11/15	11/15	Wage Decision Obtained	0	0.00	
11/15	12/15	Permitting, Advertising & Receiving Bids	0	483.75	
01/16	01/16	Verification of Contractor Eligibility	0	483.75	
01/16	01/16	Preconstruction Conference Held & Notice to Proceed Issued	0	483.75	
02/16	04/16	Construction Phase - 25% Complete	0	483.75	
05/16	07/16	Construction Phase - 50% Complete	0	18,500.00	
08/16	10/16	Construction Phase - 75% Complete	0	27,750.00	
11/16	12/16	Construction Phase - 100% Complete	1 LS	37,000.00	
02/17	02/17	Submit Administrative Closeout	1 LS	37,000.00	

Note: More than one activity may be included per form.

Jan Smith

From:	Doherty, Roger <Roger.Doherty@deo.myflorida.com>
Sent:	Thursday, June 16, 2016 11:15 AM
To:	mayor@dunnellon.org
Cc:	Jan Smith; fred.fox@fredfoxenterprises.com; Anderson, Tammy
Subject:	Modification Documents
Attachments:	SC-35, 36, Att A & E.pdf; SC-44 & rev pages Dunnellon mod 1.pdf

Mayor Whitt:

Attached are two files with all of the documents needed for modification 1 to the City's CDBG subgrant agreement. Please have two copies of all of the pages in the two files printed out. (One file is the portrait-oriented pages; the other is the landscape-oriented pages. Please make sure that the landscape pages are not printed out in portrait orientation.) You will need to sign and date both copies of Form SC-44, **Modification to Subgrant Agreement**, and Form SC-35, **Request for Amendment**. Please make sure to attach all of the pages from the two files to the cover letter. If any of the pages are missing, our attorney will require another letter from you attesting to the fact that you had reviewed the missing pages prior to signing form SC-44.

The modification documents have gone through an extensive review process, so the Department should be able to execute the modification within a few days of receiving the signed documents. If you have any questions, please contact me or your grant manager, Tammy Anderson, at 850-717-8425.

Roger J. Doherty, CLEP
Planning Manager
Small Cities CDBG Program
Florida Department of Economic Opportunity
107 E. Madison St.
Caldwell Building - MSC 400
Tallahassee, FL 32399-6508
O: 850-717-8417
F: 850-922-5609
roger.doherty@deo.myflorida.com