

POLK CITY

August 29, 2016

Special City Commission Meeting
Polk City Government Center
123 Broadway Boulevard SE

6:30 P.M.

CALL TO ORDER – Mayor Joe LaCascia

INVOCATION – Pastor Walter Lawlor, New Life Community Church

PLEDGE OF ALLEGIANCE – Mayor Joe LaCascia

ROLL CALL – Assistant to the City Manager Sheandolen Dunn

PUBLIC COMMENT – **ITEMS NOT ON AGENDA** (limit comments to 3 minutes)

AGENDA

1. Discuss and Approve Proposal for Automatic Door Opener for City Hall – CDBG Project
2. Subrecipient Grant between Polk County and Polk City for Architectural Design for Library Facility

CITY MANAGER ITEMS

CITY ATTORNEY ITEMS

COMMISSIONER ITEMS

Vice Mayor Harris
Commissioner Blethen
Commissioner Kimsey
Commissioner Prestage
Mayor LaCascia

ANNOUNCEMENTS

ADJOURNMENT



Polk City Commission Agenda Form

Meeting Date: August 29, 2016

Item Number: 1

Subject:	
Discuss and Approve Proposal for Automatic Door Opener for City Hall – CDBG	
Department:	
Administration	
Summary: Polk City received Community Development Block Grant Money from Polk County; the approved project was to make City Hall Handicap Accessible by making the front doors automatic. We received one proposal, which was from Southern Electric & Communications, Inc. The money is in the budget and the project needs to be completed by September 30, 2016. City Manager and Staff are recommending approval of the proposal received from Southern Electric & Communications, Inc.	
Requested Commission Action: Move to accept the proposal from Southern Electric & Communications, Inc. for the Fiscal Year 2015-2016 CDBG Project.	
Financial Impact: \$12,500	
Attachments: X	Supporting Documents Reviewed X
Submitting Department Head:	Date:
Approved by City Manager:	Date:
Patricia R. Jackson, City Manager	8/23/2016
Commission Action: <input type="checkbox"/> Approved as Recommended <input type="checkbox"/> Approved with Modifications <input type="checkbox"/> Tabled to Time Certain Date: _____ <input type="checkbox"/> Denied	

SOUTHERN ELECTRIC & COMMUNICATIONS, INC.
1455 ADAMS BARN ROAD
LAKE ALFRED, FLORIDA 33850
Telephone (863) 956-9677
Facsimile (863) 956-5174
LIC# ER0015498

August 16, 2016

Proposal Submitted to:

City of Polk City
123 Broadway Blvd., SE
Polk City, Florida 33868
Via Email: Kathy.Delp@mypolkcity.org

RE: Project #1501-01-1

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following:

Provide and install ADA compliant door improvements per bid plans CDBG 16 ADA.

Total Labor & Materials \$12,500.00

All material is guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Twelve thousand five hundred dollars with payment to be made upon completion of the job.

Respectfully submitted _____
Jeffrey L. Erickson, Sr.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____

Signature: _____

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FEATURES AND BENEFITS

- **Design Flexibility:** Multiple header configurations support a variety of mounting styles. Compatible with a variety of systems and activation sensors.
- **Installation Flexibility:** Right or left hand operation (non-handed). No special tools needed. Either full energy ANSI 156.10 (motion activated) or low energy ANSI 156.19 (knowing-act activated). Adjustable spring for precise closing force control.
- **Operational Flexibility:** Light to heavy duty. Powers door panels up to 48" wide and 350lbs+* or up to 75 ft/lb torque. UL listed for fire rated doors. Electric lock integration now built in. Acts as a mechanical closer for manual operation in power outages. Features on, off and hold open switch.
- **Impressive Operation:** Smooth, controlled and built to resist wind and stack pressure conditions while operating as quiet as a refrigerator (50 decibels).
- **Maximum Safety Every Time:** Microprocessor-based controller will stop immediately at any point of the doors swing cycle when an obstacle is detected. Add-on sensors available for additional safety.

A DIVISION OF:

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Security

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OPTIONAL FEATURES

- Custom finishes
- Transom
- Traffic pattern options
- Power close
- Mounting options:
 - Surface mount
 - Semi-concealed
 - Concealed
- Magic Touch™ Activation for power open when opened manually past 3°
- Complete factory engineered door system that includes center pivoted door panels
- Bottom load
- In ground
- In-swing
- Out-swing
- Right hand
- Left hand

SAFETY SENSORS

- **Low Energy:** Swing-Guard LE option keeps the door open when a pedestrian is in its swing path.
- **Full Energy:** Swing-Guard FE* option and Sentrex-3* option (complete door system only) keeps the door open when a pedestrian is in its swing path and stays active when the door is in motion.

*No supplemental overhead sensor required.



ACTIVATION

- **Full Energy:** SU-100 option provides a wide and deep activation zone to assure door remains fully open while someone is entering or exiting.

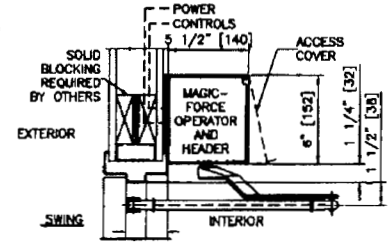
Low Energy Options:



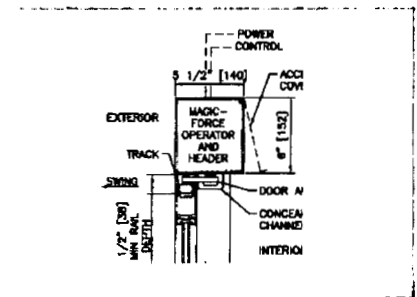
SPECIFICATIONS	
Header Size	6.0" (152mm) high x 5.5" (140mm) deep
Swing Door Panels	Up to 48" (1220mm)
Door Panel Weight	350+ lbs* (160kg) or up to 75 ft/lb torque
Drive System	3/16HP DC motor, gear drive
Controller	Microprocessor-based with built-in "reverse-on-obstruction"
Safety Sensor Options	Low Energy: Swing-Guard LE, Full Energy: Swing Guard FE, other ANSI certified systems
Activation Options	Low Energy: Push plates, wireless radio controls, card reader keypads, touch-less wave sensor, rail. Low Energy Assisted Open: Magic-Touch™. Full Energy STANLEY SU-100 Motion sensors or mats.
Breakout	Automatic reset (center hung)
Power Required	120 VAC, minimum 5 amps, 50/60 HZ
Code Compliance	UL/cUL 325, UL 10C, ANSI/BHMA A156.10/156.19, IBC, NFPA 101, ANSI 117.1

*Consult your local representative

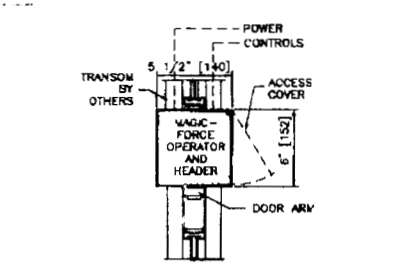
SECTION VIEWS



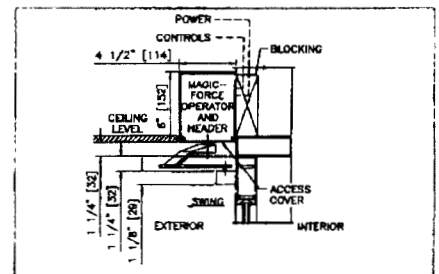
SURFACE MOUNT



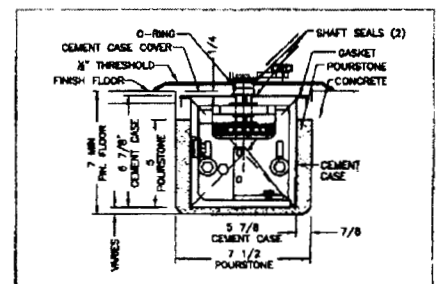
SEMI-CONCEALED



CONCEALED



BOTTOM LOAD



IN GROUND

STANLEY ACCESS TECHNOLOGIES AUTOMATIC AND MANUAL DOORS

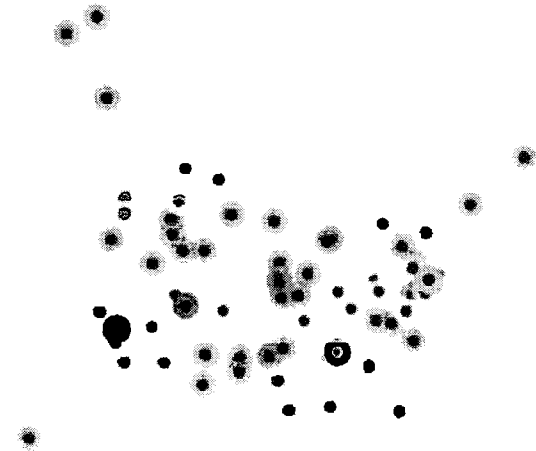
When it comes to automatic door openings, STANLEY is setting the standard for tough, dependable, long-lasting performance. Since we invented the first swing door operator in 1932, we've grown into the largest manufacturer, installer and service provider of automatic doors in North America.

From engineering and development, to product delivery and quality, STANLEY is constantly moving forward with innovative solutions you can depend on.

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- Shanghai, China

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Find your local STANLEY Representative: stanleyaccess.com/general-questions-sales-information

A Division of:

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Security

STANLEY Security, a division of STANLEY Black & Decker (NYSE: SWK), is a provider of integrated security solutions defining the future of the security industry. STANLEY delivers a comprehensive suite of security products, software and integrated systems with a strong emphasis on service. As the world's second largest security provider, we're protecting what's important to you by designing, installing, servicing and monitoring an extensive array of products and solutions that span the entire security spectrum:

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- Systems Integration
- Automatic Entrance Solutions
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- Safe Lock & Vault Solutions
- RTLS Asset Visibility Solutions
- Iris Biometric Identity Authentication Solutions
- UL & Bilingual ULC Monitoring Services

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Polk City City Commission Agenda Form

Meeting Date: August 29, 2016

Item Number: 2

Subject:	
Subrecipient Agreement between Polk County and Polk City for Architectural Design for Library Facility	
Department:	
Administration	
Summary:	
This project was approved by Polk County and the Public Hearing was held on April 20, 2015. This final Agreement needs to be executed.	
Requested Commission Action:	
Approve the Subrecipient Agreement between Polk County and Polk City for Architectural Design for Library Facility	
Financial Impact:	
Grant award - \$7,659.00	
Attachments: X	Supporting Documents Reviewed X
Submitting Department Head:	Date:
Patricia Jackson, City Manager	8/25/2016
Approved by City Manager:	Date:
City Commission Action: <input type="checkbox"/> Approved as Recommended <input type="checkbox"/> Approved with Modifications <input type="checkbox"/> Tabled to Time Certain Date: _____ <input type="checkbox"/> Denied	

PUBLIC FACILITIES
SUBRECIPIENT AGREEMENT

BETWEEN

POLK COUNTY

AND

POLK CITY

FOR

**POLK CITY-ARCHITECTURAL DESIGN FOR LIBRARY
FACILITY**

<u>10240</u>	<u>340553074</u>	<u>5883500</u>	<u>C170001</u>	<u>2016-2017</u>
Fund #	Cost Center #	Account #	Contract #	Funding Year

TABLE OF CONTENTS

ARTICLE I - PROJECT DESCRIPTION.....	Pg 4
ARTICLE II - DISBURSEMENTS.....	Pg 4
ARTICLE III - REPORTING	Pg 5
ARTICLE IV - AGREEMENT PERIOD AND TERMINATION.....	Pg 5
ARTICLE V - INDEMNIFICATION	Pg 7
ARTICLE VI - PROCEDURES FOR INVOICING AND PAYMENT	Pg 7
ARTICLE VII - IMPLEMENTATION AND TIMETABLE	Pg 8
ARTICLE VIII - OTHER PROVISIONS	Pg 9
ARTICLE IX - NOTICES	Pg 14
ARTICLE X - MODIFICATION	Pg 14
ARTICLE XI - ASSURANCES.....	Pg 14
ARTICLE XII - FINANCIAL RESPONSIBILITY	Pg 15
ARTICLE XIII - EVALUATION AND MONITORING.....	Pg 16
ARTICLE XIV - UNIFORM ADMINISTRATIVE REQUIREMENTS	Pg 17
ARTICLE XV - CONFLICT OF INTEREST	Pg 18
ARTICLE XVI - OTHER FEDERAL REQUIREMENTS	Pg 18
ARTICLE XVII - GENERAL PROVISIONS.....	Pg 19
ARTICLE XVIII - INSURANCE AND BOND	Pg 19
APPENDIX A - SCOPE OF SERVICES.....	Pg 21

TABLE OF CONTENTS CONTINUED

APPENDIX A - Pg. 2 - SCOPE OF SERVICES CONTINUED.....Pg 22

APPENDIX B - BUDGETPg 23

APPENDIX B-Pg 2 - REIMBURSEMENT REQUEST FOR CDBG FUNDS.....Pg 24

APPENDIX B-Pg 3 - INVOICE SHEETPg 25

APPENDIX C-Pg 1 - MONTHLY STATUS REPORTPg 26

APPENDIX D - Pg 1 - SAMPLE MONITORING INSTRUMENTPg 27

APPRNDIX E - Pg 1 - REQUIRED PROJECT DOCUMENTATIONPg 28

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SUBRECIPIENT AGREEMENT

BETWEEN POLK COUNTY AND POLK CITY

This agreement is made and entered in this **day of _____20**, by and between Polk County, a Political Subdivision of the State of Florida, hereafter referred to as the "COUNTY", and **Polk City**, hereafter referred to as the "SUBRECIPIENT".

WITNESSETH:

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the Department of Housing and Urban Development (HUD) which provides for the development, establishment, and administration of projects to benefit low and moderate income families, aid in elimination of slums or blight, or meet an urgent community development need; and

WHEREAS, said grant allows the COUNTY to contract with other governmental agencies and non-profit agencies to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, it is in the best interest of the COUNTY to enter into a special agreement with the SUBRECIPIENT for the administration of a portion of said grant; and

WHEREAS, the COUNTY wishes to engage the services of the SUBRECIPIENT to administer and implement a portion of the Community Development Block Grant for a Housing and Neighborhood Development ("HND") project described as Polk City – **Architectural Design for Library Facility**; and

WHEREAS, the SUBRECIPIENT has agreed to the above activity in an amount not to exceed **\$7,659.00**; and

WHEREAS, the COUNTY has initially determined that the proposed activity will benefit low and moderate income persons; and

WHEREAS, this agreement is contingent upon the award of Community Development Block funds from the U.S. Department of Housing and Urban Development and the **Catalogue of Federal Domestic Assistance (CFDA) number is 14.218 Entitlement Grant**;

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

ARTICLE I - PROJECT DESCRIPTION

- 1.1 The SUBRECIPIENT agrees to implement this activity as described in detail in Appendix **A**, Scope of Services.

ARTICLE II - DISBURSEMENTS

- 2.1 The COUNTY agrees to reimburse the SUBRECIPIENT a maximum amount not to exceed **\$7,659.00**; from Community Development Block Grant (CDBG) funds, as outlined in Appendix **B**, Budget.

ARTICLE III - REPORTING

- 3.1 The SUBRECIPIENT shall provide the COUNTY with a monthly report of all activities including a narrative summary of progress and financial statement on expenditures during the report period. Reports may be submitted on the report form attached to this agreement, Appendix C, or other format containing the same information as found in Appendix C. Reports are due on the tenth working day of each month, unless on an otherwise agreed upon schedule, and shall begin on the effective date of this agreement and continue until all information concerning the project has been received by the COUNTY for close-out.
- 3.2 Monthly reports not submitted may result in payments to the SUBRECIPIENT being withheld or denied. Failure to submit appropriate monthly reports may result in termination of this agreement.
- 3.3 The SUBRECIPIENT shall provide the Polk County Housing and Neighborhood Development office with additional program information as needed.
- 3.4 The SUBRECIPIENT shall submit complete financial accounting of the project to the COUNTY within thirty (30) calendar days of the COUNTY's final payment to the SUBRECIPIENT.

ARTICLE IV - AGREEMENT PERIOD AND TERMINATION

- 4.1 This agreement shall take effect on **October 1, 2016**, and shall terminate on **August 30, 2017** unless canceled sooner.
- 4.2 SUSPENSION AND TERMINATION FOR CONVENIENCE:
 - A. If the SUBRECIPIENT should materially fail to comply with any term of the award, suspension or termination may occur in accordance with 24 CFR 85.43 and in accordance with 24 CFR 85.44. In the event that funds should fail to be or cease to be provided to the COUNTY then the COUNTY may terminate this agreement immediately.
 - B. Remedies for noncompliance: If the SUBRECIPIENT materially fails to comply with any term of an award whether stated in a federal statute or regulation, an assurance, in a state plan or application a notice of award or elsewhere, the COUNTY may take one (1) or more of the following actions as appropriate in the circumstances:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the COUNTY.
 - 2. Disallow (that is to deny both use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
 - 3. Wholly or partly suspend or terminate the current award for the SUBRECIPIENT's program.
 - 4. Withhold further awards for the program.
 - 5. Take other remedies that may be legally available.
 - C. Hearings Appeals: In taking an enforcement action the COUNTY will provide the SUBRECIPIENT an opportunity for such hearing appeal or other administrative proceeding to which the COUNTY or SUBRECIPIENT is entitled to under any statute or regulation applicable to the action involved.

- D. Efforts of Suspension and Termination: Costs resulting from obligations incurred by the SUBRECIPIENT clearing a suspension after termination of an award are not allowable unless the COUNTY expressly authorizes them in the nature of suspension or termination or subsequently. Other SUBRECIPIENT costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the SUBRECIPIENT before the effective date of suspension or termination are not in anticipation of it and in case of termination are noncancellable; and
 2. The costs would be allowable if the award was not suspended or expired normally at the end of the funding period in which the termination takes effect.
- E. Relationship to Debarment and Suspension: The enforcement remedies identified in this section including suspension and termination do not preclude the grantee or subgrantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see 24 CFR 85.35).
- F. Termination for Convenience: Except as provided above awards may be terminated in whole or in part only as follows:
1. By the COUNTY with the consent of the SUBRECIPIENT in which case the two parties shall agree upon the termination condition including the effective date and in case of partial termination the portion to be terminated; or
 2. By the SUBRECIPIENT upon written notification to the COUNTY setting forth the reasons for such termination, the effective date, and in case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.
- 4.3 The COUNTY may issue a stop order to SUBRECIPIENT which will halt all work on the project in the event that the work is not being done according to federal guidelines and regulations, the assurances contained herein, or the provisions of this agreement.
- 4.4 The SUBRECIPIENT may not terminate its obligations under Paragraph 12.9 (Program Income) and may not terminate an Assignment of Proceeds and Grant of Lien without written consent of the COUNTY.
- 4.5 The COUNTY reserves the right to terminate this contract upon written notification to the SUBRECIPIENT under any of the following conditions:
- a. Notification by HUD to the COUNTY that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
 - b. Notification by HUD to the COUNTY that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
 - c. Written notification from HUD to the COUNTY that the program funds made available to the COUNTY are being curtailed, withdrawn, or otherwise restricted.
- 4.6 The COUNTY reserves the right to terminate this contract or to reduce the contract compensation amount if the SUBRECIPIENT:

- a. Fails to file required reports or to meet project progress or completion deadlines;
- b. Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.44 or 24 CFR 84.60);
- c. Expends funds under this agreement for ineligible activities, services or items;
- d. Implements the project prior to notification from the COUNTY that the federal environmental review process has been completed;
- e. Violates labor standards requirements; or
- f. Fails to comply with written notice from the COUNTY of substandard performance under the terms of this agreement.

4.7 The Subrecipient's obligation to the COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the COUNTY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

ARTICLE V - INDEMNIFICATION

5.1 The SUBRECIPIENT, in accordance with Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts and omissions and intentional tortious acts which result in claims or suits against the COUNTY, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient 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 contract. The Subrecipient agrees that it is an independent contractor of the COUNTY and not an agent or employee.

ARTICLE VI - PROCEDURES FOR INVOICING AND PAYMENT

6.1 SUBRECIPIENT shall invoice the COUNTY on the following basis:

SUBRECIPIENT shall provide the COUNTY with an executed original of any documents or subcontracts authorizing the work to be done on the project(s).

- (1) If applicable, a request to subcontract work or services hereunder shall be submitted in writing and shall be subject to each provision of this agreement and any contract shall be in accordance with county, state, and federal guidelines and regulations. A list of all subcontractors shall be provided to the Housing and Neighborhood Development office. This in no way relieves the SUBRECIPIENT from any other requirements of this agreement. Reimbursement requests shall include certification such as the certification shown in Appendix B, Page 3, in the absence of canceled checks for verification.
- (2) None of the work or services, including but not limited to, consultant services covered by this agreement, shall be subcontracted or reimbursed without the prior written notice to COUNTY.
- (3) All purchasing for consumable, capital equipment, and services shall be made by purchase order or by a written contract in conformity and in full compliance with the

procedures prescribed by 24 CFR 85.36 - Common Rule "Procurement Standards", and included in 24 CFR 84.40-47.

- a. The SUBRECIPIENT shall provide the COUNTY with project budget information.
- b. The COUNTY agrees to make payment and reimburse all budgeted costs available under federal, state, and county guidelines.
- c. Requests by the SUBRECIPIENT for payment shall be accompanied by proper documentation and shall be submitted to the COUNTY for approval no later than thirty (30) days after the last date covered by the request.
- d. As applicable, the COUNTY will comply with Part VII, chapter 218, F.S., the Florida Prompt Payment Act, or s. 215.422, F.S., warrants, vouchers and invoices, when preparing reimbursement on accepted invoices.
- e. For purposes of this section, copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by COUNTY later than thirty (30) days after expiration date of this agreement.
- f. The COUNTY may withhold payment of reimbursement requests if monthly reports are not current.

6.2 Upon receiving the invoices, reports and other materials, the COUNTY shall audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.

6.3 Upon determination by the COUNTY that the services or material invoiced have been received or completed, the COUNTY shall authorize payment to the SUBRECIPIENT in the amount it determines pursuant to the audit to be payable.

ARTICLE VII - IMPLEMENTATION AND TIMETABLE

7.1 The parties expressly ratify the activities relating to this agreement and adopt the terms and conditions of this agreement for all such activities beginning **October 1, 2016**. The SUBRECIPIENT herein attests and certifies to the COUNTY that during the term, **October 1, 2016** to the effective date of this agreement, the SUBRECIPIENT had all insurance coverages and limits as set forth by the agreement. Expenses incurred during this period will be considered eligible for reimbursement.

7.2 SUBRECIPIENT agrees to implement project(s) and comply with the Scope of Services set forth in Appendix **A** and Timetable set forth in Appendix **C**.

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ARTICLE VIII - OTHER PROVISIONS

8.1 Equal Employment Opportunity

The following provisions "a" and "b" are applicable to all contracts and subcontracts; provisions "c" through "g" are applicable to all nonexempt construction contracts and subcontracts which exceed \$10,000;

During the performance of this contract, the SUBRECIPIENT agrees as follows:

- a. The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law. The SUBRECIPIENT shall take affirmative action to ensure that applicants who are employed are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law.
- c. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the SUBRECIPIENT commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The SUBRECIPIENT will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, of September 24, 1965, as amended by Executive Orders 11375 and 12086, copies of which are on file and available at the COUNTY, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The SUBRECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the SUBRECIPIENT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the SUBRECIPIENT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or as otherwise provided by law.

- g. The SUBRECIPIENT will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The SUBRECIPIENT will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

8.2 Equal Opportunity in Participation

Under the terms of Section 109 of the Housing and Community Development Act of 1974 and in conformance with COUNTY policy and all requirements imposed by or pursuant to the Regulations of HUD (24 CFR Part 570.601 and 570.602) issued pursuant to Section 109, no person in the United States shall on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, or any other basis prohibited by applicable law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development Block Grant program funds.

Specific (not exclusive) Discrimination Actions Prohibited:

The SUBRECIPIENT may not directly or through contractual or other arrangements, on the ground of race, color, creed, religion, ancestry, national origin, marital status, familial status, age, handicap, disability, sex or any other basis prohibited by applicable law:

- a. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
- b. Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
- c. Subject segregated or separate treatment in any facility, or in any matter or process related to receipt of any service or benefit under the program or activity.
- d. Restrict in any way access to, or the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services, or other benefit provided under the program or activity.
- f. Deny any person with the legal right to work an opportunity to participate in a program or activity as an employee.

8.3 Business and Employment Opportunities for Lower Income Residents, Women-Owned Business Enterprises, and Minority-Owned Business Enterprises.

The SUBRECIPIENT will conform with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u), as amended, and the HUD regulations

issued pursuant thereto at 24 CFR Part 135. This Act requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project. In all solicitations for bids, the contractor must, before signing the contract, provide a preliminary statement of the work force needs and plans for possible training and employment of lower income persons. When a SUBRECIPIENT utilizes the bidding procedure to let a bid, the invitation or solicitation for bids shall advise prospective contractors of the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the clause shall be inserted as a component part of any contract or subcontract.

If a SUBRECIPIENT solicits or requests an invitation for bids, every effort feasible will be made to contact minority-owned and women-owned business enterprises for a response to the solicitation or invitation for bidders.

8.4 Nondiscrimination in Federally-Assisted Programs.

The SUBRECIPIENT will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20). In accordance with COUNTY policy and Title VI of the Civil Rights Act of 1964 (PL 88-352), in the sale, lease or other transfer of land acquired, leased or improved with assistance provided under this agreement, the deed or lease for such transfer shall contain a covenant prohibiting discrimination upon the basis of race, color, creed, religion, sex, handicap, disability, ancestry, national origin, marital status, or familial status, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon. The SUBRECIPIENT will comply with Title VIII of the Civil Rights Act of 1968 (PL 90-284) as amended and will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing.

8.5 Labor Standards.

Except with respect to the rehabilitation of residential property designed for residential use for less than eight households, the SUBRECIPIENT and all subcontractors engaged in contracts in excess of \$2,000 for the construction, completion, rehabilitation, or repair of any building or work financed in whole or in part with assistance provided under this agreement are subject to the federal labor standards provisions which govern the payment of wages and the ratio of apprentices and trainees to journey workers. Under the terms of the Davis-Bacon Act, as amended, the SUBRECIPIENT is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the SUBRECIPIENT shall comply with all regulations issued pursuant these Acts and with other applicable federal laws and regulations pertaining to labor standards, including the Copeland Anti-Kickback Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher rates.

8.6 Flood Disaster Protection.

This agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (PL 93-234). Use of any assistance provided under this agreement for acquisition or construction in an area identified as having special flood hazards shall be subject to the mandatory purchase of flood insurance in accordance with the requirements of Section 102(a) of said Act.

8.7 Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts Which Exceed \$100,000).

The SUBRECIPIENT shall comply with and require each subcontractor to comply with all applicable

standards of the Clean Air Act of 1970 (42 USC 1857 et seq.), as amended, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

8.8 Provision of the Hatch Act.

Neither the SUBRECIPIENT's program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

8.9 Lead-Based Paint.

Any grants or loans made by the SUBRECIPIENT for the rehabilitation of residential structures with assistance provided under this agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under 24 CFR Part 35. SUBRECIPIENT will comply with the requirements of 24 CFR 570.608 for notification, inspection, testing, and abatement procedures concerning lead-based paint. Such regulations require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly noticed that such properties may contain lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning.

8.10 Special Assessments.

SUBRECIPIENT will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Act or with amounts resulting from a guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary of HUD that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1).

8.11 Acquisition, Rehabilitation, and Demolition of Real Property and Displacement of Persons and Businesses

SUBRECIPIENT will comply with the "POLK COUNTY RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION 104 (d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED." SUBRECIPIENT will conduct any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation or demolition of real property in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. Unless specifically permitted in Appendix A or Appendix B, SUBRECIPIENT will not cause either temporary or permanent involuntary displacement of any person or business as a result of Community Development Block Grant activities. The SUBRECIPIENT shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Section 104(d) of the Act, and the implementing regulations at 49 CFR 24 and 24 CFR 570.606. SUBRECIPIENT hereby agrees to defend, to pay, and to indemnify the COUNTY from and against, any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by federal statutes and regulations in connection with activities undertaken pursuant to this agreement.

8.12 Lobbying Restrictions

SUBRECIPIENT certifies that, to the best of its knowledge and belief:

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

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and It will require that the language of this Paragraph 8.12 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

8.13 Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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ARTICLE IX - NOTICES

9.1 SUBRECIPIENT and COUNTY agree that all notices required by this agreement shall be in writing and delivered by U.S. Mail, by messenger or personally delivered to the office of the duly authorized representative of the SUBRECIPIENT or COUNTY as specified herein.

COUNTY:

Greg Alpers, Manager
Housing and Neighborhood Development
P.O. 9005, Drawer HS04
Bartow, Florida 33803

SUBRECIPIENT:

Patricia Jackson, City Manager
Polk City
123 Broadway Blvd SE
Polk City, FL. 33868

ARTICLE X - MODIFICATION

- 10.1 Any program modification requested by SUBRECIPIENT must be requested at least ninety (90) days prior to the end of the term of this agreement. No modification to this agreement shall be binding on either party unless in writing and signed by both parties.
- 10.2 In the event that the Board of County Commissioners approves any modification, amendment, or alteration to the funding allocation, the SUBRECIPIENT shall be notified in writing and such notification shall constitute an official amendment.
- 10.3 The COUNTY may, at its discretion and upon provision of proper notice to the SUBRECIPIENT, amend this agreement to conform with changes in federal, state, and/or county guidelines, regulations, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this agreement.

ARTICLE XI - ASSURANCES

- 11.1 SUBRECIPIENT agrees to comply with the provisions of Section 202, Executive Order 11246 and with the guidelines for applicants on equal opportunity obligations for Community Development Block Grants in regard to construction contracts.
- 11.2 SUBRECIPIENT agrees that it will comply with the following assurances:
- a. The SUBRECIPIENT agrees to comply with all applicable federal, state, and county laws, ordinances, codes and regulations. Any conflict or inconsistency between the above federal, state or county guidelines and regulations and this agreement shall be resolved in favor of the more restrictive regulations.
 - b. In accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the SUBRECIPIENT receives federal financial assistance.
 - c. In accordance with 24 CFR 570.505, property acquired or improved in whole or in part using CDBG funds in excess of \$25,000.00 must be used as intended from the date CDBG funds are first spent until five (5) years after the closeout of the COUNTY participation in the CDBG program. Any transfer of the property or structure shall also be bound.
 - d. If applicable, SUBRECIPIENT shall inform affected persons of the benefits, policies, and procedures provided for under HUD regulations.
 - e. SUBRECIPIENT shall establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Should such possible conflicts, real or apparent, arise, the SUBRECIPIENT shall disclose such situations to the COUNTY and the County Attorney's Office for review.

- f. The SUBRECIPIENT agrees further that it shall be bound by the standard terms and conditions used in the grant agreement between HUD and COUNTY and such other rules, regulations or requirements as HUD may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this agreement by the parties hereto.
- g. In accordance with the Drug Free Workplace Act of 1988, the SUBRECIPIENT certifies that it has a policy designed to ensure that the SUBRECIPIENT's workplace is free from the illegal use, possession, or distribution of drugs or alcohol.
- h. In compliance with Paragraph (2)(a) of Section 287.133, Florida Statutes, a "person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, 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 the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

ARTICLE XII - FINANCIAL RESPONSIBILITY

- 12.1 SUBRECIPIENT gives the COUNTY, HUD, and the Inspector General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the project.
- 12.2 SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided under this agreement. In accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations", all SUBRECIPIENTS who receive \$300,000.00 or more in total Federal financial assistance within a year must obtain an independent audit.
- 12.3 SUBRECIPIENT further agrees to provide for audit purposes (upon request) all files, records and documents pertaining to related activities and clientele demographic data contained in this agreement.
- 12.4 Any funds expended in violation of this agreement shall be refunded in full from nonfederal resources.
- 12.5 Funding authorization through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this agreement. In the event material progress is not evidenced nor commenced within the time limitations of this agreement, as determined by the COUNTY, the COUNTY may terminate this contract.
- 12.6 All funds not expended a result of the aforementioned deficiency of significant material progress or returned as a result of expiration and subsequent termination of the original funding agreement shall be used by the COUNTY at its discretion for reallocation to other eligible CDBG activities.
- 12.7 Income over and above general maintenance and operating expenses generated as a result of receipt of Community Development Block Grant funds shall be returned to the COUNTY.
- 12.8 The COUNTY shall have the right to audit and monitor any program income as a result of a Community Development Block Grant activity.
- 12.9 Program income (defined at 24 CFR 570.500) derived from the project, if any, shall revert to the COUNTY for use in the Community Development Block Grant program. If SUBRECIPIENT executes an Assignment of Proceeds and Grant of Lien to the COUNTY specifying the terms of reversion of

proceeds from possible future sale of real property, it is incorporated by reference and made a part of this contract.

ARTICLE XIII - EVALUATION AND MONITORING

- 13.1 The SUBRECIPIENT agrees that the COUNTY may carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY. This agreement is dependent upon satisfactory monitoring and evaluation of activities and other performance measures, including, but not limited to the terms of this agreement, comparisons of planned versus actual progress relating to project scheduling, budget, and output measures. The SUBRECIPIENT agrees to furnish upon request to the COUNTY or its designees, and make copies and/or transcriptions of such records and information as is determined necessary by the COUNTY. The SUBRECIPIENT shall submit, upon the request of the COUNTY, information and status reports required by the COUNTY or HUD on forms approved by the COUNTY.
- 13.2 A sample monitoring instrument attached as Appendix D contains the minimum monitoring measures to be used by the COUNTY. Other measures may also be utilized.

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ARTICLE XIV - UNIFORM ADMINISTRATIVE REQUIREMENTS

GOVERNMENTAL AGENCIES

- 14.1 Governmental SUBRECIPIENTS shall comply with the 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":
- a. Section 85.3, "Definitions";
 - b. Section 85.6, "Exceptions";
 - c. Section 85.12, "Special grant or subgrant conditions for 'high-risks' grantees";
 - d. Section 85.20, "Standards for financial management systems", except paragraph (a);
 - e. Section 85.21, "Payment", except as modified by State Statute 570.513;
 - f. Section 85.22, "Allowable costs";
 - g. Section 85.26, "Non-federal audits";
 - h. Section 85.32, "Equipment", except in all cases in which the equipment is sold, the proceeds shall be Program Income;
 - i. Section 85.33, "Supplies";
 - j. Section 85.34, "Copyrights";
 - k. Section 85.35, "Subawards to debarred and suspended parties";
 - l. Section 85.36, "Procurement", except paragraph (a);
 - m. Section 85.37, "Subgrants";
 - n. Section 85.40, "Monitoring and reporting program performance", except paragraph (b) - (d) and (f);
 - o. Section 85.41, "Financial reporting", except paragraphs (a), (b), and (e);
 - p. Section 85.42, "Retention and access requirements for records";
 - q. Section 85.43, "Enforcement";
 - r. Section 85.44, "Termination for convenience";
 - s. Section 85.51, "Later disallowances and adjustments"; and
 - t. Section 85.52, "Collection of amounts due".
- 14.2 SUBRECIPIENT shall also comply with the provisions of OMB Circular A-133 - Audits of State and Local Governments; and OMB Circular A-87 - Cost Principles for State and Local Governments.

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NON-GOVERNMENTAL AGENCIES

- 14.3 **Non-Governmental** SUBRECIPIENTS shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-Profit Organizations"; and with the 24 CFR Part 84, "Grants and Agreements with Institutions and Other Non-Profit Organizations", Subparts A through E and Appendix A of Part 84, especially:
- a. Section 84.2, "Definitions";
 - b. Section 84.4, "Deviations";
 - c. Section 84.21, "Standards for Financial Management Systems";
 - d. Section 84.22, "Payment";
 - e. Section 84.24, "Program Income";
 - f. Section 84.27, "Allowable Cost";
 - g. Section 84.32, "Real Property";
 - h. Section 84.34, "Equipment";
 - i. Section 84.35, "Supplies and Other Expendable Property";
 - j. Procurement Standards, especially
 - (1) Section 84.42, "Codes of Conduct";
 - (2) Section 84.43, "Competition";
 - (3) Section 84.44, "Procurement Procedures";
 - (4) Section 84.46, "Procurement Records";
 - k. Section 84.51, "Monitoring and Reporting Program Performance"; and
 - l. Sections 84.60 - 84.62, "Termination and Enforcement".

ARTICLE XV - CONFLICT OF INTEREST

- 15.1 In the procurement of services by the SUBRECIPIENT, the Conflict of Interest provision in 24 CFR 85.36 shall be adhered to as applicable.

ARTICLE XVI - OTHER FEDERAL REQUIREMENTS

- 16.1 The SUBRECIPIENT shall carry out each activity in compliance with all applicable Federal laws and regulations as described below:
- Public Law 88.352 - Title VI of the Civil Rights Act of 1964
 - Public Law 90.284 - Title VIII of the Civil Rights Act of 1988
 - Executive Order 11063 as amended by Executive Order 12259
 - Section 109 of the Act
 - Labor Standards
 - National Flood Insurance Program
 - Relocation and Acquisition
 - Employment and Contracting Opportunities;
 - Executive Order 11246 (41 CFR Chapter 60)
 - Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 17010)
 - Lead-Based Paint
 - Use of Debarred, Suspended or Ineligible Contractors or Subrecipients
 - Displacement
 - Conditions for Religious Organizations
 - Non-Discrimination Base on Handicap
 - Section 504 of the Rehabilitation Act of 1973
 - Architectural Barriers Act of 1963
 - Environmental Protection Agency Regulations.

ARTICLE XVII - GENERAL PROVISIONS

- 17.1 The SUBRECIPIENT agrees to abide by the provision of Chapter 112.3135, Florida Statutes, pertaining to Nepotism in their performance under this agreement. The SUBRECIPIENT also agrees to abide by Chapter 119, Records of the Florida Statutes, and its successors.
- 17.2 If applicable, SUBRECIPIENT agrees to comply with Section 286.011, F.S., relating to public meetings and records, and chapter 119 F.S., relevant to public records.
- 17.3 **If applicable**, the SUBRECIPIENT attests that the COUNTY's procurement requirements were adhered to in the procurement of goods and services purchased pursuant to this contract.
- 17.4 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 17.5 The SUBRECIPIENT shall assure that records regarding project requirements that apply for the duration of the agreement, the written agreement, and inspection and monitoring reports will be retained for a period of five years. The SUBRECIPIENT shall also assure if any litigation, claim, negotiation, audit, or other action has been started before the expiration of the above mentioned five year term, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five year period, whichever is later.
- 17.6 The COUNTY and SUBRECIPIENT agree that all activities shall be governed in all respects by the laws of the State of Florida, venue in the courts of Polk County, State of Florida.
- 17.7 All notices required by this agreement shall be in writing.
- 17.8 Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, Retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
- 17.9 If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected. Thereby and all other parts of this agreement shall nevertheless be in full force and effect.
- 17.10 This agreement constitutes the entire agreement between the COUNTY and the Subrecipient for the use of funds received under this agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the Subrecipient with respect to this agreement.

ARTICLE XVIII - INSURANCE AND BOND

- 18.1 In accordance with s. 768.28 Florida Statutes, the waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs is applicable to this agreement.

The undersigned person signing as an officer on behalf of the SUBRECIPIENT, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said SUBRECIPIENT and to bind the same to this agreement, and, further that said SUBRECIPIENT has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.

IN WITNESS WHEREOF the parties hereto duly execute this agreement as of the day and year first written above.

ATTEST
STACY M. BUTTERFIELD, CLERK

POLK COUNTY, FLORIDA

Deputy Clerk

John E. Hall, Chairman

DATE: _____

DATE: _____

SUBRECIPIENT – Polk City

Witness

Signature

Title

DATE: _____

DATE: _____

Reviewed as to form and legal sufficiency

County Attorney's Office

Date

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me the ____ day of _____ 20__ by _____, on behalf of Polk City. He/she is personally known to me or has produced _____ as identification.

Notary Public

Typed or printed name

Term expiration

(seal)

APPENDIX A - SCOPE OF SERVICES

- I. The project is located at 203 Lakeshore Drive, Polk City, FL 33868. Polk City will use CDBG funds to have an architectural design and construction plans done for expansion and renovation of the existing Polk City Activity Center in order to relocate the current Polk City Municipal Library into that building. The Architectural Design is the first phase of this project. The Activity Center is 1,680 square feet; it is expected to be approximately 3,900 square feet upon completion.
- II. Each invoice submitted for reimbursement must be accompanied with proper documentation which includes the cancelled checks for expenses for which reimbursement is requested. Failure to provide sufficient documentation will delay the processing of the request until such information is received.

The Davis-Bacon Act and Section 3 requirements will be enforced if applicable.

The Subrecipient will follow their procurement procedures providing copies of quotes or bids and forward to Housing and Neighborhood Development

III. PERFORMANCE MEASURES

Specific Obj. #	Outcome/Objective Specific Annual Objectives	Sources of Funds	Performance Indicators	Year	Expected Number
SL-1	In FY 2015-16, the CDBG program will allocate \$7,659.00 Funds will be used to have an architectural design and construction plans done for expansion and renovation of the existing Polk City Activity Center in order to relocate the current Polk City Municipal Library into that building.	CDBG	Number of low and moderate income persons provided with improved access to this community library.	2015	455
		Source of Funds #2		2016	
		Source of Funds #3		2017	
				2018	
				2019	
		MULTI-YEAR GOAL			

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APPENDIX A - Pg. 2 - SCOPE OF SERVICES CONTINUED

III. Other Requirements:

- A. Prior to rehabilitation/construction, Housing and Neighborhood Development staff will review and approve specifications and cost allocations.
- B. The SUBRECIPIENT shall include in all advertising and/or promotion a statement that whole or partial funding of the project is supplied by Polk County Community Development Block Grant funds, or wording to that effect.
- C. Maintain documentation that ensures eligibility and compliance with a national objective of the CDBG program.
- D. The Scope of Service may not be changed or modified without prior written approval received by the COUNTY.
- E. Provide account numbers and contract numbers on all correspondence, pay requests, and documents pertaining to this project.
- F. Although this agreement is in force until all funds are spent and/or the project is otherwise complete, should the SUBRECIPIENT fail to meet the estimated timeline as presented on Appendix C, page 1, and fail to provide acceptable cause for this failure, the COUNTY may terminate this agreement at its sole discretion.

IV. SUBRECIPIENT INFORMATION

Address:
Polk City
123 Broadway Blvd. SE.
Polk City, FL 33868

Contact Person:
Kathy Delp
Public Works Director
863-984-1375

V. RECIPIENT INFORMATION

Address:
Housing and Neighborhood Development
P.O. Box 9005
Drawer HS04
Bartow, FL 33831-9005

Contact Person:
Name: Bridget Engleman
Title: Program Supervisor
Phone: (863) 534-5616

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APPENDIX B - BUDGET

The SUBRECIPIENT shall adhere to the following budget in carrying out this agreement. LINE ITEMS MAY NOT BE ADDED to the budget during the term of this agreement.

Budget	
Funds will be used to have an architectural design and construction plans done for expansion and renovation of the existing Polk City Activity Center in order to relocate the current Polk City Municipal Library into that building	\$ 7,659.00

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APPENDIX B-Pg 2 - REIMBURSEMENT REQUEST FOR CDBG FUNDS

PROJECT NAME: **Polk City – Architectural Design for Library Facility**

SUBRECIPIENT: **Polk City**

PAYROLL (Must have authorized timesheets and payroll information:): \$ _____

INVOICES (Attach all relevant invoices relevant and copies of disbursed checks):
\$ _____

EQUIPMENT (Office, etc., along with procurement information:): \$ _____

OTHER CONTRACTS (Provide copies of contracts using CDBG funds:): \$ _____

REIMBURSEMENT REQUEST TOTAL: \$ _____

Authorized Signature

Date

FOR CDBG USE ONLY

10240	340553074	5883500	C170001	2016-2017
Fund #	Cost Center #	Account #	Contract #	Funding Year

STATE OF FLORIDIA
COUNTY OF POLK

The foregoing instrument was acknowledged before me the ____ day of _____, 20__ by _____, on behalf of Polk City. He/she is personally known to me or has produced _____ as identification.

Notary Public

Typed or printed name

Term expiration

(seal)

APPENDIX B-Pg 3- INVOICE SHEET

To: **Polk County Housing and Neighborhood Development**

From: **POLK CITY**

Paid Invoices (Period Covered) from _____ To _____

List Each Invoice #	Check Number	Vendor Names	Project Total on Invoice
		TOTAL	

IN-KIND CONTRIBUTIONS [report if applicable]: Contributions used in completion of project using other than CDBG funds [e.g., labor, materials, financial contributions, etc.]

ITEM(S) OR SERVICE(S)	VALUE

I certify that to the best of my knowledge the data reported in this reimbursement request is accurate.

_____/_____
Signature and Title / Date

SPECIAL NOTE: ALL invoices and checks listed above must be attached (as well as any bidding information and contracts).

ALL COPIES MUST BE LEGIBLE AND REPRODUCIBLE.

PAGE # OF __

FOR CDBG USE ONLY

10240 340553074 5883500 C170001 2016-2017
Fund # Cost Center # Account # Contract # Funding Year

APPENDIX C-Pg 1 - MONTHLY STATUS REPORT

SUBRECIPIENT: **Polk City**

PROJECT: **Polk City – Architectural Design for Library Facility**

DATE: _____

_____ REPORT PERIOD _____ THRU _____

Signature

Activity	Estimated Start Date	Actual Start Date	Estimated Completion Date	Actual Completion Date

Attach narrative documentation for all activities, if applicable.

[Goals and accomplishments reported must be measurable and specific to activities outlined in the Scope of Services.]

PROJECT GOALS FOR NEXT REPORTING PERIOD:

FOR CDBG USE ONLY

10240	340553074	5883500	C170001	2016-2017
Fund #	Cost Center #	Account #	Contract #	Funding Year

APPENDIX D - Pg 1 - SAMPLE MONITORING INSTRUMENT

CDBG/ESG for Public Facilities			
1. Are the following documents available (for NonProfit Organizations):	Yes	No	N/A
A. Articles of Incorporation?			
B. Roster of Board of Directors?			
C. Board Minutes?			
D. Organizational Chart (names of persons in key positions)?			
E. Copy of 501(c)(3) Federal tax exempt letter?			
F. Internal Revenue Service Form 941?			
Performance Review - Public Facilities	Yes	No	N/A
2. Is there a copy of the contract for professional services?			
3. Are there copies of all plans and specifications?			
4. Is there a copy of the Davis Bacon Wage Determination?			
5. Is there verification of the bid opening?			
6. Is there documentation of the preconstruction conference?			
7. Are all monthly reports current?			
8. Have any requests for Budget changes been properly documented/filed?			
9. Have all invoices submitted contained the required documentation/backup?			
10. Are partial payment requests verified by site inspections?			
11. Are "Change Order s" properly documented and processed?			
12. Have all payroll requests been verified/adjusted properly?			
13. Is there a final inspection report preceding final payment?			
14. Have any/all liens against the contractor been released?			

APPENDIX E - Pg 1 – REQUIRED PROJECT DOCUMENTATION

(need for each phase or when documentation become available)

1. Copy of procurement procedures or policies.
2. Copy of Monthly Status Report. (Reporting from 1st thru last day of month.) Due by the 15th of the following month.

Design

3. Copy of public bid advertisement, letters or procedures for professional services (see note).
4. Copy of bids for professional services or request for proposal.
5. Copy of each professional service proposal.
6. Copy of award letter to the qualified professional service provider.
7. Copy of contract between owner and professional services provider.
8. Copy of design drawings and specifications.

Procurement

9. Copy of public bid advertisement, letters or procedure for general contractors or vendors.
10. Copy of each bid proposal or bid tabulation sheets.
11. Copy of award letter or minutes of bid award meeting.
12. Copy of contract between owner and contractor or vendor.
13. Copy of Notice to Proceed.
14. Copy of pre-construction meetings (if applicable).

Construction

15. Copy of proposed construction progress schedule.
16. Copy of insurance and bond.
17. List of subcontractors (Company's name, address, trade).
18. Statement of Compliance for contractor and each subcontractor.
19. Weekly payroll from contractor and each subcontractor.

Reimbursement

20. Subrecipient Reimbursement Request for CDBG funds.
21. Copies of quotes, purchase orders, vendor's invoices, contractor's pay request, force account or public service payroll sheets.
22. Copies of checks or letter of certification that vendor/contractors were paid.
23. All applicable documentation above.

Note: i.e. architect, engineering, appraisers, contractors, vendors