

AGREEMENT BETWEEN COLLIER COUNTY
AND
CITY OF NAPLES
STREET PARKING

Catalog of Federal Domestic Assistance # 14.218
HUD Grant # B-08-UC-12-0016

THIS AGREEMENT, is made and entered into by and between Collier County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and "The City of Naples," a municipality existing under the laws of the State of Florida, having its principal office at 735 Eighth Street South, Naples, Florida 34102-6796, and its Federal Tax Identification number as 59-6000382, hereinafter referred to as "SUBRECIPIENT".

WHEREAS, the COUNTY has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Collier County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, pursuant to the aforesaid agreement, COUNTY is undertaking certain activities to primarily benefit low and moderate income persons and neighborhoods and to alternatively use Community Development Block Grant (CDBG) funds for: slum or blight treatment or for an urgent community need; to improve the quality of life in Collier County by providing infrastructure improvements, public facilities, and other activities which are related to neighborhood/community improvements; to improve the condition of life for persons who require physical access or other services that meet their individual needs; and to provide for long range community improvements by assessing current conditions and planning long range improvement programs as described in the Consolidated Plan submission; and

WHEREAS, the Fiscal Year 2007-2008 Consolidated One-Year Action Plan was developed following the Collier County Consolidated Plan – Citizen Participation Plan, adopted on January 9, 2001, and Resolution 2007- 101 on April 24, 2007; and

WHEREAS, the Board of County Commissioners of Collier County approved the Collier County Consolidated Plan One-Year Action Plan for Federal Fiscal Year 2007-2008 for the CDBG Program with Resolution 2007- 101 on April 24, 2007, and

WHEREAS, the United States Department of Housing and Urban Development (HUD) has approved the County's Consolidated Plan One-Year Action Plan for Federal Fiscal Year 2007-2008 for the CDBG Program and the use of the CDBG funds for the activities identified in the Plan; and

WHEREAS, the COUNTY and the SUBRECIPIENT desire to provide the activities specified in Exhibit A of this Agreement, in accord with the approved Annual Consolidated Plan; and

WHEREAS, the COUNTY desires to engage the SUBRECIPIENT to implement such undertakings of the Community Development Block Grant (CDBG) Program as a valid and worthwhile County purpose.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the Parties as follows:

I. DEFINITIONS

- (1) "COUNTY" means Collier County, and where applicable, it's authorized representative(s).
- (2) "CDBG" means the Community Development Block Grant Program of Collier County.
- (3) "HHS" means the Housing and Human Services Department of Collier County.
- (4) "SUBRECIPIENT" means The City of Naples.
- (5) "HHS's Approval" means the written approval of the Housing and Human Services Department or designee.
- (6) "HUD" means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- (7) "Low and moderate income persons" means the definition set by HUD.
- (8) "Project" means the work contemplated to be performed as set forth in Exhibit "A".

II. SCOPE OF SERVICES

The SUBRECIPIENT shall, in a satisfactory and proper manner, as determined by HHS, perform the tasks necessary to conduct the program outlined in Exhibit "A," and shall submit each request for reimbursement using Exhibit "B" along with the monthly submission of Exhibit "E," all of which are attached hereto and made a part hereof.

III. TIME OF PERFORMANCE

The effective date of this Agreement shall be July 1, 2008, and the services of the SUBRECIPIENT shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the SUBRECIPIENT prior to June 15, 2009. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY, as set forth in Part VIII (F) (5), and Part VIII (H) below.

IV. CONSIDERATION AND LIMITATION OF COSTS

The SUBRECIPIENT shall be reimbursed by the COUNTY using HUD funding for allowable costs, determined by COUNTY, in an amount not to exceed ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FORTY NINE DOLLARS, (\$115,849) for the services described in Exhibit "A."

All improvements specified in Exhibit "A" shall be performed by SUBRECIPIENT employees, or shall be put out to competitive bidding under a procedure acceptable to the COUNTY and federal requirements. The SUBRECIPIENT shall enter into contract for improvements with the lowest responsive and qualified bidder. Contract administration shall be handled by the SUBRECIPIENT and monitored by the COUNTY, which shall have access to all records and documents related to the project.

V. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to HHS at its office, presently located at 3050 North Horseshoe Drive, Suite 110, Naples, Florida 34104, and to the SUBRECIPIENT when delivered to its office at the address listed on page one (1) of this Agreement.

VI. SPECIAL CONDITIONS

The SUBRECIPIENT agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available for specified activities.

VII. GENERAL CONDITIONS

A. IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in HHS' Policies and Procedures memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by HHS. No payments will be made until approved by the HHS Department or designee.

Should a project receive additional funding after the commencement of this Agreement, the SUBRECIPIENT shall notify HHS in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HHS Department or designee within forty-five (45) days of said official notification.

B. DEBARMENT:

In accordance with 24 CFR part 135, the SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

C. COMPLIANCE WITH LOCAL AND FEDERAL RULES, REGULATIONS AND LAWS

During the performance of the Agreement, the SUBRECIPIENT agrees to comply with any applicable laws, regulations and orders listed below which by reference are incorporated and made a part hereof. The SUBRECIPIENT further agrees to abide by all other applicable laws.

1. **24 CFR Part 570, as amended** - The regulations governing the expenditure of Community Development Block Grant funds.
2. **24 CFR Part 58** - The regulations prescribing the Environmental Review procedure.
3. **36 CFR Part 800** - The regulations outlining the procedures for the protection of historic and cultural properties.
4. **24 CFR Part 1** - The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.
5. **24 CFR Part 107** - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
6. **Executive Order 11246, as amended by Executive Orders 11375 and 12086** - which establishes hiring goals for minorities and women on projects assisted with federal funds.
7. **Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972** - which prohibits discrimination in employment.
8. **24 CFR 135** - Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
9. **Age Discrimination Act of 1973**
10. **National Flood Insurance Act of 1968**
11. **24 CFR Part 130** - Regulations that prohibit discrimination in employment in federally assisted construction contracts.

12. **40 CFR Part 15** - Regulations relating to the applicability of the Clean Air and Water Pollution Acts.
13. **Contract Work - Hours and Safety Standards Act**
14. **Lead Based Paint Poisoning Preventive Act**
15. **Section 504 of the Rehabilitation Act of 1973**
16. **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**
17. **29 CFR Parts 3, 5 and 5a** - Regulations which prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects as mandated by the Davis-Bacon Act. HUD Form 4010, which describes the Davis-Bacon Act, is included as part of this agreement and must be included in all construction contracts funded by CDBG.
18. **Revised Order Number 4** - Regulations that establish guidelines for the implementation of Executive Order 11246 as amended by Executive Orders 11375 and 12086.
19. **Executive Order 11914** - Prohibits discrimination with respect to the handicapped in federally assisted projects.
20. **Executive Order 11625 and U.S. Department of Housing and Urban Development Circular Letter 79-45** - which prescribes goal percentages for participation of minority businesses in Community Development Block Grant Contracts.
21. **29 CFR Part 3** - The Copeland Anti-Kickback Act 8 U.S.C. 874 and 40 U.S.C. 276c), which deals with employee forfeiture of compensation by force.
22. **Florida Statutes, Chapter 112** - which deals with conflict of interest.
23. **HUD** - required reports, circulars, and procedures, such as the Grantee Performance Report.
24. **Public Law 100-430** - the Fair Housing Amendments Act of 1988.
25. **24 CFR 570, Subpart J** - regulations covering standard Grant Administration Procedures. These replace OMB Circular A-102. This subpart includes 24 CFR 570.502.
26. **OMB Circular A-133** - concerning annual audits.
27. **OMB Circular A-122** - which identifies cost principles.

28. **Section 109, Public Law 100-202** - which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.
29. **24 CFR Part 84** - OMB Circular A-110 Codified in the Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
30. **24 CFR Part 85-** OMB Circular A-102 Codified in the Uniform Administrative Requirements for Grants and Agreements to State and Local Governments.
31. **Immigration Reform and Control Act** of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto. Failure by the SUBRECIPIENT to comply with the laws referenced herein shall constitute a breach of this agreement, and the County shall have the discretion to unilaterally terminate this agreement immediately.
32. **Prohibition Of Gifts To County Employees-** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311.
33. **Order of Precedence** - In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.
34. **Venue** - Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
35. **Dispute Resolution** - Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of SUBRECIPIENT with full decision-making authority and by COUNTY'S staff person who would make the presentation of any settlement reached during negotiations to COUNTY for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of SUBRECIPIENT with full decision-making authority and by COUNTY'S staff person who would make the presentation of any

settlement reached at mediation to COUNTY'S board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

D. SUBCONTRACTS

Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this Agreement and applicable County, State, and Federal guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, such subcontracts must be submitted by the SUBRECIPIENT to HHS for its review and approval, which will specifically include a determination of compliance with the terms of the attached Work Program set forth in Exhibit "A."

This review also includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Collier County Purchasing Department and HUD. Subcontracts for architecture, engineering, survey, and planning shall be negotiated fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursements for such services will be made at SUBRECIPIENT cost. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by the SUBRECIPIENT or reimbursed by the COUNTY without prior written approval of the HHS Department or his designee.

E. AMENDMENTS

This Agreement, along with all exhibits and attachments which are hereby incorporated as a part of this Agreement, may not be modified, amended, or extended orally. The County may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the County.

This Agreement may be amended only by written agreement executed by the governing boards of both parties, except that County representative may approve adjustments between line item amounts, scope clarifications, or an extension of time and schedule provided in Exhibit A that do not change the project, or exceed the amount funded by the County, as stated herein. Any modifications to this contract shall be in compliance with the County Purchasing Policy and Administrative Procedures in effect at the time such modifications are authorized.

F. INDEMNIFICATION

To the maximum extent permitted by Florida law, the SUBRECIPIENT shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the SUBRECIPIENT or anyone employed or utilized by the SUBRECIPIENT in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or

reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Collier County. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

G. GRANTEE RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The SUBRECIPIENT will include a reference to the financial support herein provided by HHS in all publications and publicity. In addition, the SUBRECIPIENT will make a good faith effort to recognize HHS' support for all activities made possible with funds made available under this Agreement. The SUBRECIPIENT will mount a temporary construction sign for projects funded by HHS. This design concept is intended to disseminate key information regarding the development team as well as Equal Housing Opportunity to the general public. This signs construction utilizes a minimum conventional 4' X 8" plywood back panel and other conventional construction materials and methods.

H. TERMINATION

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the SUBRECIPIENT with funds under this Agreement shall be returned to HHS or the COUNTY. In the event of termination, the SUBRECIPIENT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the SUBRECIPIENT, and the COUNTY may withhold any payment to the SUBRECIPIENT for set-off purposes until such time as the exact amount of damages due to the COUNTY from the SUBRECIPIENT is determined.

1. TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving written notice of such termination to the other party and specifying therein the effective date of termination.

2. TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the COUNTY shall pay the SUBRECIPIENT for services rendered pursuant to this Agreement through and including the date of termination.

3. TERMINATION DUE TO CESSATION

In the event the grant to the COUNTY under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date that HUD specifies.

I. INSURANCE

SUBRECIPIENT shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts described herein and further set forth in Exhibit D to this Agreement.

J. SUBRECIPIENT LIABILITY OBLIGATION

Compliance with the insurance requirements in Exhibit D shall not relieve the SUBRECIPIENT of its liability and obligation under this subsection or under any subsection of this contract. The contract is contingent upon receipt of the insurance documents within fifteen (15) calendar days after the Board of County Commissioners' approval. If the Insurance certificate is received within the specified period, but not in the manner prescribed in these requirements, the SUBRECIPIENT shall be verbally notified of the deficiency and shall have an additional five (5) calendar days to submit a corrected Certificate to the County.

If the SUBRECIPIENT fails to submit the required insurance documents in the manner prescribed in these requirements within twenty (20) calendar days after the Board of County Commissioners' approval, the SUBRECIPIENT shall be in default of the terms and conditions of the contract.

VIII. ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT

The SUBRECIPIENT agrees to comply with OMB Circular A -110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. DOCUMENTATION AND RECORD - KEEPING

1. The SUBRECIPIENT shall maintain all records required by the CDBG Federal Regulations.
2. All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the SUBRECIPIENT for the purpose of this Agreement shall be made available to the COUNTY by the SUBRECIPIENT at any time upon request by the COUNTY or HHS. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HHS if requested. In any event the SUBRECIPIENT shall keep all documents and records for three (3) years after expiration of this Agreement.
3. The SUBRECIPIENT shall submit reports as required to assist the COUNTY in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 570.502, 507, and 92 (3)(vi).
4. SUBRECIPIENT shall submit monthly beneficiary reports to HHS using Exhibit "C".

5. The SUBRECIPIENT shall maintain records showing compliance with the Davis-Bacon Law, including files containing contractor payrolls, employee interviews, Davis-Bacon wage rates, and administrative cross-referencing. SUBRECIPIENT shall maintain records showing contractor compliance with the Contract Work Hours and Work Safety Law. Similarly, the SUBRECIPIENT shall maintain records showing compliance with federal purchasing requirements and with other federal requirements for grant implementation.
6. Indirect Costs: If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

C. PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Federal Management Circulars A-110, A-122, 24 CFR Part 84, and 24 CFR Part 85, which are incorporated herein by reference.

D. REPORTS, AUDITS, AND EVALUATIONS

Reimbursement will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

E. ADDITIONAL HOUSING & HUMAN SERVICES, COUNTY, AND HUD REQUIREMENTS

HHS shall have the right under this Agreement to suspend or terminate reimbursement until the SUBRECIPIENT complies with any additional conditions that may be imposed by HHS, the COUNTY, or HUD at any time. Additional requirements are listed on Exhibit C.

F. PRIOR WRITTEN APPROVALS-SUMMARY

- (1.) All subcontracts and agreements proposed to be entered into by the SUBRECIPIENT pursuant to this Agreement;
- (2.) All capital equipment expenditures of \$1,000 or more;
- (3.) All out-of-town travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (4.) All change orders
- (5.) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A; and
- (6.) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

G. AUDITS AND INSPECTIONS

1. Non-profit organizations that expend \$500,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with OMB A-133. Non-profit organizations expending federal awards of \$500,000 or more under only one federal program may elect to have a program-specific audit performed in accordance with OMB A-133. SUBRECIPIENT s who will be receiving, or who have received, federal awards for loans or loan guaranteed programs with may be required to conduct audits of those programs in accordance with regulations of the federal agencies providing those guarantees or loans.
2. Non-profit organizations that expend less than \$500,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review (e.g., inspections, evaluations). These agencies are required by HHS to submit “Reduced Scope” audits (e.g., financial audit, performance audits). They may choose, instead of a Reduced Scope Audit, to have a program audit conducted for each federal award in accordance with federal laws and regulations governing the program in which they participate. Records must be available for review or audit by appropriate officials of federal and County agencies.
3. When the requirements of OMB A-133 apply, or when the SUBRECIPIENT elects to comply with OMB A-133, an audit shall be conducted for each fiscal year for which federal awards attributable to this contract have been received by the SUBRECIPIENT. Each audit shall include a fiscal review, which includes a validation of all program-generated income and its disposition, especially attributable to CDBG funds, an internal control review, and a compliance review as described in OMB A-133. A copy of the audit report in triplicate must be received by HHS no later than six months following the end of the SUBRECIPIENT’s fiscal year.
4. If an audit is required by Section G of this contract, but the requirements of OMB A-133 do not apply or are not elected, the SUBRECIPIENT may choose to have an audit performed either on the basis of the SUBRECIPIENT’s fiscal year or on the basis of the period during which HHS-federal assistance has been received. In either case, each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported. Each audit shall adhere to all other audit standards of OMB A-133, as these may be limited to cover only those services undertaken pursuant to the terms of this contract. A copy of the audit report in triplicate must be received by HHS no later than six months following each audit period.
5. The SUBRECIPIENT shall maintain all contract Records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the County pursuant to the terms of this contract.
6. The SUBRECIPIENT shall maintain all Contract Records that document all actions undertaken to accomplish the “Scope of Services” outlined in Attachment A in this contract.

7. The SUBRECIPIENT shall ensure that the Contract Records shall be, at all times, subject to and available for full access and review, inspection, or audit by County and federal personnel and any other personnel duly authorized by the County.
8. The SUBRECIPIENT shall include in all HHS approved subcontracts used to engage subcontractors to carry out any eligible substantive programmatic services, as such services are described in this contract and defined by HHS, each of the record-keeping and audit requirements detailed in this contract. HHS shall, in its sole discretion, determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described above.

H. PROGRAM-GENERATED INCOME

All income earned by the SUBRECIPIENT from activities financed in whole or in part by funds provided hereunder must be reported to HHS. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. The SUBRECIPIENT shall report its plan to utilize such income to HHS, and said plan shall require the prior written approval of the HHS Department or designee. Accounting and disbursement of such income shall comply with OMB Circular A-110 (Uniform Administrative Requirement for Federal Grants) and other applicable regulations incorporated herein by reference.

In addition to the foregoing, Program Income, as defined by 24 CFR 570.500(a) for CDBG funds may be retained by the COUNTY. Program Income shall be utilized to undertake activities specified in "Exhibit A" of this Agreement, and all provisions of this Agreement shall apply to stated activities. Any Program Income on hand at or received by the SUBRECIPIENT or its sub-contractors after the expiration of this Agreement shall be returned to the COUNTY no later than thirty (30) days after such expiration, subject to any SUBRECIPIENT requests to utilize uncommitted funds.

I. GRANT CLOSEOUT PROCEDURES

SUBRECIPIENT's obligation to the COUNTY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but 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 receivable accounts to the COUNTY), and determining the custodianship of records.

IX. OTHER PROGRAM REQUIREMENTS

A. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The SUBRECIPIENT agrees that no person shall on the ground of race, color, disability, national origin, religion, age, familial status, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The SUBRECIPIENT shall comply with Section 3 of the Housing and Community Development Act of 1968.

B. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the SUBRECIPIENT shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Collier County in the Annual Consolidated Plan approved by HUD.

C. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate- income persons. If the project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, more than thirty percent (30%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Collier County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in Exhibit A of this Agreement. The SUBRECIPIENT shall provide written verification of compliance to HHS upon HHS' request.

D. EVALUATION AND MONITORING

The SUBRECIPIENT agrees that HHS will carry out periodic monitoring and evaluation activities as determined necessary by HHS or the COUNTY and that the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement, comparisons of planned versus actual progress relating to project scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to HHS, the COUNTY or the COUNTY's designees and make copies or transcriptions of such records and information, as is determined necessary by HHS or the COUNTY. The SUBRECIPIENT shall, upon the request of HHS, submit information and status reports required by HHS, the COUNTY or HUD on forms approved by HHS to enable HHS to evaluate said progress and to allow for completion of reports required HHS by HUD. The SUBRECIPIENT shall allow HHS or HUD to monitor the SUBRECIPIENT on site. Such site visits may be scheduled or unscheduled as determined by HHS or HUD.

E. CONFLICT OF INTEREST

The SUBRECIPIENT covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the SUBRECIPIENT. Any possible conflict of interest on the part of the SUBRECIPIENT or its employees shall be disclosed in writing to HHS provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for

employment of and participation of low and moderate-income residents of the project target area.

F. PUBLIC ENTITY CRIMES

As provided in 287.133, Fla. Stat. by entering into this Agreement or performing any work in furtherance hereof, the SUBRECIPIENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by 287.133 (3)(a), Fla. Stat.

G. DRUG-FREE WORKPLACE REQUIREMENTS

The SUBRECIPIENT, as a condition of being awarded, must certify that they will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 24 CFR Part 24, subpart F.

H. CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

I. REAL PROPERTY

Any real property acquired by the SUBRECIPIENT for the purpose of carrying on the projects stated herein, and approved by the COUNTY in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR 24.101, shall be

subject to the provisions of the CDBG Regulations including, but not limited to, the provisions on use and disposition of property. Any real property within the SUBRECIPIENT control, which is acquired or improved in whole or part with CDBG funds in excess of \$25,000, must adhere to the CDBG Regulations at 24 CFR 570.505.

X. ENVIRONMENTAL CONDITIONS

A. AIR AND WATER

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of the Contract:

1. Clean Air Act, 41 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308 (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). If appropriate, a letter of map amendment (LOMA) may be obtained from FEMA, which would satisfy this requirement and/or reduce the cost of said flood insurance.

C. LEAD-BASED PAINT

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, 24 CFR Part 25 and 24 CFR part 92.355. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. HISTORIC PRESERVATION

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historical Properties, insofar as they apply to the performance of the Contract. In general,

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

XI. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

XII. REVERSION OF ASSETS

Upon expiration of the Agreement, the SUBRECIPIENT shall transfer to the COUNTY any CDBG funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG funds, and any non-expendable personal property that was purchased with CDBG funds. Any real property under SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of Twenty-five Thousand Dollars (\$25,000) will be covered by the regulations 24 CFR Part 570.503(B)(8).

XIII. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

CDBG funds may not be used for religious activities or provided to primarily religious organizations. 24 CFR 570.200(j) specifies the limitations on CDBG funds, and is herein incorporated by reference.

XIV. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of twenty seven (27) enumerated pages, which include the exhibits referenced herein, shall be executed in two (2) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

XV. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

IN WITNESS WHEREOF, the Subrecipient and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on this November 18, 2008.

**BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA**

ATTEST:
Dwight E. Brock, Clerk of Courts

By: _____

By: _____
Tom Henning, Chairman

Dated: _____
(SEAL)

The City of Naples

First Witness

By: _____
Subrecipient Signature

Type/print witness name

Second Witness

Type Print Subrecipient name and title

Type/print witness name

Approved as to form and
legal sufficiency:

Assistant County Attorney Signature

Type/Print Name

EXHIBIT "A"
SCOPE OF SERVICES
CITY OF NAPLES
PARKING – INFRASTRUCTURE IMPROVEMENTS

THE SUBRECIPIENT AGREES TO:

A. **PROJECT DESCRIPTION:**

SUBRECIPIENT proposes to provide on street parking, which will include five parallel spaces on the north side of the right of way between 10th and 11th Street-North. Associated landscaping will include additional ground cover and will support additional trees and palms. Related irrigation for the project will originate on the south side of 5th Avenue-North where the City has an existing reuse water meter and supply. These improvements will benefit the George Washington Carver (GWC) apartment complex in the River Park East neighborhood. The exact location of the street parking is on the north side of 5th Avenue North between 10th Street North and 11th Street North. The parking will be located across from the GWC apartment complex and adjacent to a one-story retail and office space mall. This project will benefit the GWC apartment complex and will provide more accessible parking to the units on the north end. All grant funds must be expended and the construction completed, no later than June 15, 2009.

The Subrecipient will be responsible for the following:

- a. Posting of visible signage at the work site identifying the funding source as mentioned in Section VII Part G.
- b. Submission of request for payment along with supporting documentation for payment of services. No work can be initiated until all contract documents are submitted and the contractors are certified as not being debarred.
- c. Follow the Federal Procurement Process.
- d. Obtain a minimum of three bids for the work to be conducted, as well as provide the Housing and Human Services Department with a copy of contracts, which will include main contractor and sub-contractor information.

If Applicable:

NOTE 1: The SUBRECIPIENT shall submit its bid package and drawings/specifications to HHS and obtain a letter of approval prior to bidding the construction work.

NOTE 2: The SUBRECIPIENT shall prioritize the work in the Project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders, which would then allow the award of items that can be funded by the budget.

NOTE 3: The SUBRECIPIENT shall not award the construction contract for the Project until sufficient funding is available to complete the established scope of work. The SUBRECIPIENT shall obtain HHS's approval prior to awarding the construction contract to be funded through this agreement. After awarding such contract the SUBRECIPIENT shall obtain HHS's approval prior to executing any change orders to such contract.

NOTE 4: The SUBRECIPIENT shall not request advancement from HHS for materials or equipment received and stored on the project site or elsewhere. The SUBRECIPIENT shall only request advancement for materials and equipment that have been installed.

The SUBRECIPIENT further agrees that HHS, in consultation with any parties HHS deems necessary, shall be the final arbiter on the SUBRECIPIENT's compliance with the above.

B. BUDGET:

Provide on street parking, which will include five parallel spaces on the north side of the right of way between 10th and 11th Street-north. Associated landscaping will include additional ground cover and will support additional trees and palms. Related irrigation for the project will originate on the south side of 5th Avenue-North where the City has an existing reuse water meter and supply.

Line Item	CDBG Funds
Curbs, Sidewalk and paving of parking	\$40,719
Site Preparation; Equipment Mobilization, MOT, Site Prep and Soil	\$15,113
Landscaping, Palms, mulch and Sod	\$17,068
Irrigation	\$32,417
10% Contingency	\$10,532

Total **\$115,849**

- C. STAFFING: Provide list of staff directly responsible for reporting and request for payment processing.
- D. BONDING REQUIREMENTS: The SUBRECIPIENT shall comply with the requirements of OMB Circular A-110 (Uniform Administrative Requirement for Federal Grants) and 24 CFR Part 84 in regard to any bid guarantees, performance bonds, and payment bonds.
- E. FORMER PROJECTS: Failure to adequately maintain any former CDBG funded project may result in the delay of processing reimbursement requests for ongoing activities or in the forfeiture of future CDBG funds.
- F. WORK SCHEDULE: The time frame for completion of the outlined activities shall be:

Milestone	Deadline
Permits	October, 2008
Bid Preparations	November, 2008

Float Bids	November, 2008-December, 2008
Select Vendors	January, 2009
Construction	February, 2009-May, 2009
Close-Out	June 15, 2009

Please note that if any of these activities exceed the timelines by two months a revised work schedule must be submitted to HHS.

G. **REPORTS:** The SUBRECIPIENT shall submit detailed monthly progress reports to HHS outlining the status of specific activities under the project. Each report must account for the total activity for which the SUBRECIPIENT is paid with CDBG funds, in part or in whole, and which is required in fulfillment of their obligations regarding the Project. The progress reports shall be submitted on the form Exhibit “E”. The progress reports shall be used as an additional basis for HHS approval of invoices, etc. for payment.

H. **OUTCOME PERFORMANCE MEASUREMENTS:**

PERFORMANCE OBJECTIVE/OUTCOME	PERFORMANCE MEASURE	ACTIVITY	INDICATORS/NUMBERS PROJECTED
Sustainability for the purpose of creating a suitable living environment	Number of persons benefiting from the public facility	Improvement of Public Facility	1 (Public Facility)

I. **DAVIS-BACON ACT:** The SUBRECIPIENT shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The SUBRECIPIENT shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and sub-contract(s).

J. **COMPENSATION:** The County shall reimburse the SUBRECIPIENT for the performance of this Agreement upon completion or partial completion of the work tasks as accepted and approved by HHS pursuant to the submittal of monthly progress reports as identified in Section G. Payments shall be made to the SUBRECIPIENT when requested as work progresses, but not more frequently than once per month. Adherence to the work schedule identified in Section F will be required, unless modified in writing by the parties. Payment will be made upon receipt of a proper invoice and in compliance with Section 218.70, Fla. Stats., otherwise known as the “Local Government Prompt Payment Act”.

End of Exhibit A

EXHIBIT "B"
COLLIER COUNTY HOUSING AND HUMAN SERVICES
REQUEST FOR PAYMENT

SECTION I: REQUEST FOR PAYMENT

Subrecipient Name: The City of Naples

Subrecipient Address: 735 Eighth Street South, Naples, Florida 34102-6796

Project Name: Street Parking

Project No: CD- Payment Request #

Dollar Amount Requested: \$

SECTION II: STATUS OF FUNDS

1. Grant Amount Awarded	\$	<u>115,849</u>
2. Sum of Past Claims Paid on this Account	\$	<u></u>
3. Total Grant Amount Awarded Less Sum Of Past Claims Paid on this Account	\$	<u></u>
4. Amount of Previous Unpaid Requests	\$	<u></u>
5. Amount of Today's Request	\$	<u></u>
6. Current Grant Balance (Initial Grant Amount Awarded Less Sum of <u>all</u> requests)	\$	<u></u>

I certify that this request for payment has been drawn in accordance with the terms and conditions of the Agreement between the County and us as the Sub-recipient. I also certify that the amount of the Request for Payment is not in excess of current needs.

Signature Date

Title

Authorizing Grant Coordinator _____

Supervisor _____ (approval authority under \$14,999)

Dept Director _____ (approval required \$15,000 and above)

End of Exhibit B

EXHIBIT "C"
ADDITIONAL CDBG GRANT REQUIREMENTS

End of Exhibit C

EXHIBIT “D”

INSURANCE REQUIREMENTS

The SUBRECIPIENT shall furnish to Collier County, c/o Housing and Human Services Department, 3050 Horseshoe Drive North, Suite 110, Naples, Florida 34104, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements as outlined below:

- (a.) Workers’ Compensation as required by Chapter 440, Florida Statutes.
- (b.) Public Liability Insurance on a comprehensive basis in an amount no less than \$300,000 per occurrence for combined Bodily Injury and Property Damage. Collier County must be shown as an additional insured with respect to this coverage.
- (c.) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this contract in an amount not less than \$300,000 per occurrence for combined Bodily Injury and Property Damage.

DESIGN STAGE (IF APPLICABLE)

In addition to the insurance required in (1) – (3) above, a Certificate of Insurance must be provided as follows:

- (d.) Professional Liability Insurance in the name of the SUBRECIPIENT or the licensed design professional employed by the SUBRECIPIENT in an amount not less than \$300,000 per occurrence providing for all sums which the SUBRECIPIENT and/or the design professional shall become legally obligated to pay as damages fro claims arising out of the services performed by the SUBRECIPIENT or any person employed by the SUBRECIPIENT in connection with this contract. This insurance shall be maintained for a period of two (2) years after the certificate of Occupancy is issued.

CONSTRUCTION PHASE (IF APPLICABLE)

In addition to the insurance required in (1) – (4) above, the SUBRECIPEINT shall provide or cause its Subcontractors to provide original policies indicating the following types of insurance coverage prior to any construction:

- (e.) Completed Value Builder’s Risk Insurance on an “All Risk” basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Collier County and the SUBRECIPIENT.
- (f.) Flood Insurance shall be provided for those properties found to be within a flood hazard zone, in an amount not less than the full replace values of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP), whichever is greater. The policy will show Collier County as a Loss

Payee A.T.I.M.A. This policy will be provided as such time that he buildings' walls and roof exist.

Exhibit D, Continued

OPERATION/MANAGEMENT PHASE (IF APPLICABLE)

After the Construction Phase is completed and occupancy begins, the following insurance must be kept in force throughout the duration of the loan and/or Contract:

- (g.) Public Liability coverage in an amount not less than \$1,000,000 per occurrence for combined Bodily Injury and Property damage. Collier County must be shown as an additional insured with respect to this coverage.
- (h.) Property Insurance coverage on an "All Risk" basis in an amount not less than one hundred (100%) of the replacement cost of the property. Collier County must be shown as a Loss payee with respect to this coverage A.T.I.M.A.
- (i.) Flood Insurance coverage for those properties found to be within a flood hazard zone for the full replacement values of the structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP). The policy must show Collier County as a Loss Payee A.T.I.M.A.

End of Exhibit D

EXHIBIT "E"

CDBG MONTHLY PROGRESS REPORT

Complete form for past month and submit to Housing & Human Service's staff by the 10th of the following month.

Status Report for Month of _____ Submittal Date: _____

Project Name Street Parking

Project Number CD- Activity Number _____

Subrecipient: The City of Naples

Contact Person Greg Givens

Telephone: (239) 312-1029 Fax: (239) 213-1033

E-mail: ggivens@naplesgov.com

- 1. Activity Status/Milestones** (describe any action taken, relating to this project, during the past month):

- 2. What events/actions are scheduled for the next two months?**

- 3. Describe any affirmative marketing you have implemented regarding this project. Please list and attach any recent media coverage of your organization relating to this project.**

- 4. List any additional data relevant to the outcome measures listed on the application for this project.**

- 5. Identify any potential issues that may cause delay.**

Exhibit E, Continued

6. New contracts executed this month (if applicable):

Name of Contractor or Subcontractor, Address & Phone Number	Amount of Contract	Contractor Federal ID Number	Race (see definitions on following page)	Ethnicity (see definitions on following page)

7. For projects that serve a particular clientele, please complete the following information by entering the appropriate number in the blank spaces and in the chart below. Complete the below chart for **NEW** clients served this month. **DO NOT DUPLICATE** clients served in previous months. You may provide data by either households or persons served. However, if one person received **TWO** services this counts as **TWO SERVICE UNITS**:

TOTAL BENEFICIARIES

This project benefits _____ **households** or **persons**. Please circle one category (either “households” or “persons”). *Enter the number of beneficiaries in the blank space and in box “1.”*

INCOME

Of the households or persons assisted, _____ are extremely low-income income (0-30%) of the current Median Family Income (MFI). *Enter this number in box “2.”*

Of the households or persons assisted, _____ are very low-income (31-50%) of the current Median Family Income (MFI). *Enter this number in box “3.”*

Of these households or persons assisted, _____ are low-income (51-80%) of the current Median Family Income (MFI). *Enter this number in box “4.”*

NOTE: The total of boxes 2, 3 and 4 should equal the number in box 1.

FEMALE HEAD OF HOUSEHOLD

This project assisted _____ Female Head of Households **REGARDLESS** of income. *Enter this number in box “5” below.*

BOX 1 Total Number of Households or Persons Assisted	BOX 2 Extremely Low Income (0-30%)	BOX 3 Very Low Income (31-50%)	BOX 4 Low Income (51-80%)	BOX 5 Female Head of Household

Subrecipient’s must indicate total beneficiaries for Race AND Ethnicity

Exhibit E, Continued

Definitions of Race:

1. White: A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
2. Black or African-American: A person having origins in any of the black racial groups of Africa.
3. Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
4. American Indian or Alaska Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
5. Native Hawaiian or Other Pacific Islander: A person having origins in any of the original people of Hawaii, Guam, Samoa, or other Pacific Islands.

Definitions of Ethnicity:

1. Hispanic or Latino: A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, **regardless of race**.

Tabulation Table of Race and Ethnicity Beneficiaries

Race	# Total	# Hispanic
White		
Black or African American		
Asian		
American Indian or Alaskan Native		
Native Hawaiian or Other Pacific Islander		
American Indian/Alaska Native <i>and</i> White		
Asian <i>and</i> White		
Black/African American <i>and</i> White		
American Indian/Alaskan Native <i>and</i> Black/African American		
Other Multi-Racial		
TOTAL:		

End of Exhibit E