



Inst. # 2627101
 Bk. 2915 Pg. 1529 Pages: 1 of 10
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 Carolyn Timmann
 Clerk of the Circuit Court & Comptroller
 Martin County, FL
 Rec Fees: \$86.50

**COMMUNITY SERVICES BLOCK GRANT (CSBG)
 SUB-RECIPIENT AMENDED AND RESTATED INTERLOCAL AGREEMENT FY17**

THIS INTERLOCAL AGREEMENT, is made and entered into the 20 day of October 2016, by and between the **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, ("ST. LUCIE" or "CSBG Recipient"), and **MARTIN COUNTY**, a political subdivision of the State of Florida referenced in this document as the "SUBRECIPIENT."

WITNESSETH:

WHEREAS, on June 24, 1997, the parties entered into an Interlocal Agreement, which provided for the administration of Community Service Block Grant ("CSBG") funds within the three County jurisdiction, hereinafter referred to as the "1997 CSBG Interlocal Agreement"; and,

WHEREAS, on September 3, 2013, the 1997 CSBG Interlocal Agreement was terminated and the parties entered into an Interlocal Agreement, providing for administration of the 2014 CSBG funds in accordance with the revised TCCAA recommended allocation formula and State of Florida Department of Economic Opportunity ("DEO") requirements,

WHEREAS, the State of Florida Department of Economic Opportunity has awarded a CSBG Subgrant to ST. LUCIE, which provides for ST. LUCIE to serve as the CSBG Recipient, hereinafter referred to as the "CSBG Subgrant Agreement";

WHEREAS, the Treasure Coast Community Action Agency ("TCCAA"), which is composed of members from Martin, Okeechobee and St. Lucie Counties, has approved the allocation formula of the CSBG funds among the parties with ST. LUCIE serving as the grant administrator and lead agency; and,

WHEREAS, the parties desire to enter into an amended and restated Interlocal Agreement to provide for the administration of the 2017 and future CSBG funds in accordance with the annually revised TCCAA recommended allocation formula and DEO requirements.

NOW, THEREFORE, in consideration of the mutual advantages to the parties and the benefits, promises, and consideration hereinafter set out, the parties agree as follows:

1. GENERAL.

This Agreement is entered into pursuant to Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the parties. There are no premises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations or agreements, either verbal or written, between the parties hereto.

2. PURPOSE AND INTENT.

It is the intent of the parties to provide for the administration of CSBG funds among respective jurisdictions in accordance with the CSBG Subgrant Agreement.

3. TERMINATION OF EXISTING INTERLOCAL AGREEMENT.

The 2013 Interlocal Agreement shall terminate upon the effective date of this Amended and Restated Interlocal Agreement.

4. SCOPE OF WORK.

The SUBRECIPIENT shall, in a satisfactory manner, fully perform the obligations outlined in TCCAA Procedure Manual and the State Contract.

5. CSBG FUNDING ALLOCATIONS.

Based upon added oversight and quality assurance responsibilities mandated by DEO, the Treasure Coast Community Action Agency Advisory Board and all parties agree that that ST. LUCIE, as the lead entity, shall receive funds of 10% of the total CSBG allocation. Funds for FY17 are detailed in Exhibit B.

The parties agree that the remaining funds shall be assigned based on the state allocation for each County, as provided annually by DEO. Each party may use up to five percent (5%) of its individual allocation for administrative expenses as defined by DEO and must budget funds for staff and board member training. The parties acknowledge and agree that the allocation amounts shall be amended upon notice of any additional funding made available pursuant to a modification issued by DEO during a contract year. The Treasure Coast Community Action Agency Advisory Board shall notify each party of the annual allocation within ten business days of notification by DEO.

6. SUBGRANT AND/OR DELEGATION RESTRICTIONS.

The SUBRECIPIENT shall not sub-grant or in any way delegate responsibilities under this Agreement to any other individual, agency, business, etc., without the prior written approval of ST. LUCIE. If a sub-grant is authorized, the SUBRECIPIENT shall provide to ST. LUCIE a written statement as to whether the sub-contractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes and provide completed debarment forms in accordance with the state contract requirements (EXHIBIT A). The SUBRECIPIENT will be required to obtain reporting outcome data and submit such data to ST. LUCIE within the identified timeframes in the format required. The SUBRECIPIENT will be responsible for ensuring that any sub grantee complies with all contract and procedural requirements.

7. REPORTS.

- A. Monthly Invoices must be received by ST. LUCIE no later than the fifth of each month, through the termination date of this Agreement. Submittal of Invoices after the 15th of the month immediately following the month of service shall be deemed a breach of contract and may result, at the sole option of ST. LUCIE,

in termination of this Agreement. Each invoice must include the documents detailed in the procedure manual and the number of people served with CSBG funds, as well as the total number of people (from all funding sources) achieving an outcome in Goal 1.1 during the month. Reimbursement for expenditures will be provided only for those expenditures that meet the requirements outlined in the TCCAA Procedure Manual, the State Contract and this interlocal agreement.

- B. Quarterly Program Reports – must be received by ST. LUCIE no later than the 10th of the month following the end of each quarter until submission and acceptance, by ST. LUCIE, of the Annual Close-Out Report. The ending dates of each quarter are December 31, March 31, June 30 and September 30 of each year. Quarterly reports are to include information on the number of clients served as well as the types of services received by each client. Progress toward goals each quarter is a requirement under the state contract to ensure reimbursement.
- C. The Annual Close-Out Report is due no later than thirty (30) days after termination of this Agreement or upon completion of all activities required under this Agreement. Requests for funds submitted after this date will not be reimbursable.
- D. Other Reports, as required – Any other reports requested by ST. LUCIE shall be submitted within fifteen (15) days of a written request from ST. LUCIE.
- E. Failure to Provide Reports – Failure of the SUBRECIPIENT to provide the necessary reports shall be considered a default under this Agreement.

8. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

All parties, to the extent applicable, shall be governed by applicable Federal and State laws, rules and regulations in the performance of their responsibilities under this Agreement. This shall include, but not be limited to, the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35, as amended), Florida Administrative Rules (73C-21) and others that may be identified in the state contract.

9. COMPLIANCE WITH POLICIES AND PROCEDURES.

All services provided under this Agreement shall comply with ST. LUCIE's CSBG Standard Operating Procedures. Income eligibility shall be in accordance with the US. Department of Health and Human Services (HHS) poverty guidelines published annually by the federal government. In no event shall CSBG services be provided to applicants with income above 125% US. Department of Health and Human Services (HHS) poverty guidelines published in the Federal Register for the contract year.

10. MONITORING.

ST. LUCIE shall assure the proper performance of the SUBRECIPIENT through desktop and/or on-site monitoring. At least once during the term of this Agreement,

ST. LUCIE shall conduct an on-site visit to SUBRECIPIENT'S service delivery location(s) to review the SUBRECIPIENT'S performance in the delivery of service and its compliance with the terms of this Agreement.

The SUBRECIPIENT shall assure the proper performance of any sub grantees through desktop and/or on-site monitoring. At least once during the term of this Agreement, the SUBRECIPIENT shall conduct an on-site visit to sub grantee's service delivery location(s) to review the sub grantee's performance in the delivery of service and its compliance with the terms of this Agreement.

11. PERIOD OF AGREEMENT.

This Agreement shall take effect upon filing a fully executed copy with the Clerk of the Circuit Court of Martin County, Florida, and the Clerk of St. Lucie County, Florida, and shall continue until terminated as provided herein under the provisions of Section 21, of this Agreement.

12. AMENDMENT OF AGREEMENT.

This Agreement may only be amended by a written document signed by all parties and filed with the Clerk of the Circuit Court of Martin County, Florida, and the Clerk of St. Lucie County, Florida. Any amendment modification to this Agreement shall be contingent, whenever applicable, upon approval by the State of Florida, Department of Economic Opportunity.

13. RECORD-KEEPING.

All records maintained by the SUBRECIPIENT under this Agreement, including supporting documentation of all program costs, shall be sufficient to determine compliance with this agreement and its referenced documents. As applicable, SUBRECIPIENT'S performance under this Agreement shall be subject to the Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) and OMB Circular No. A-87, "Cost Principles for State and Local Governments."

14. RECORD RETENTION,

The SUBRECIPIENT shall retain all records, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of this Agreement for a period of five years from the date ST. LUCIE'S audit report is issued and shall allow DEO or its designee, or the Auditor General access to such records, upon request. The SUBRECIPIENT shall ensure that audit working papers are made available to ST. LUCIE or the Auditor General upon request for a period of five years from the date ST. LUCIE'S audit report is issued, unless extended in writing by ST. LUCIE, with the following exceptions:

- A. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be

maintained until all litigation, claims or audit findings involving the records have been resolved.

- B. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.
- C. Records relating to real property acquisition shall be retained for five years after closing of title.

15. ACCESS TO RECORDS

The SUBRECIPIENT, its employees or agents, including all subcontractors, sub grantees or consultants to be paid from funds provided under this Agreement, shall allow access to records at reasonable times to DEO, ST. LUCIE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by ST. LUCIE.

16. TRAINING.

Staff of each party shall attend training provided by DEO on eligibility determination and record-keeping requirements and must ensure that sub grantees receive training content, if appropriate.

17. LIABILITY.

Each party shall be solely responsible to any parties with whom it deals in carrying out the terms of this Agreement. The parties shall: (i) be bound by the terms of this Agreement; (ii) be bound by all applicable state and federal laws and regulations.

18. INDEMNIFICATION.

Subject to the provisions of Section 768.28, Florida Statutes (2014), the SUBRECIPIENT agrees to indemnify and hold the Department of Economic Opportunity and ST. LUCIE County harmless against all claims of whatever nature arising out of the SUBRECIPIENT performance of work under this agreement to the extent allowed and required by law. The SUBRECIPIENT agrees to indemnify and hold ST. LUCIE County harmless against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the negligent or wrongful act or omission of any employee of the respective county while acting within the scope of his office or employment under circumstances in which such county, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

Subject to the provisions of Section 768.28, Florida Statutes (2014), ST. LUCIE agrees to indemnify and hold the SUBRECIPIENT harmless from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Agreement and caused by the

negligent or wrongful act or omission of any employee of ST. LUCIE while acting within the scope of his office or employment under circumstances in which such county, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

19. AUDIT REQUIREMENTS.

The SUBRECIPIENT agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. The SUBRECIPIENT shall reimburse ST. LUCIE for any funds, including those provided to sub grantees, which were found by a subsequent audit to have been improperly expended.

20. ASSURANCES.

During the performance of this Agreement, SUBRECIPIENT assures ST. LUCIE that it will comply with the non-discrimination provisions, in accordance with the laws and regulations identified in the State Contract, as well as all other applicable state and federal regulations and will hold any sub grantees to the same.

21. TERM: TERMINATION.

This Agreement shall be effective upon being filed with the Clerk of the Circuit Court of Martin County and the Clerk of the Circuit Court of St. Lucie County and shall continue until terminated in accordance with the following terms and conditions:

- a. Non-availability of Funds – This Agreement may be terminated by ST. LUCIE if the necessary funds are no longer available. ST. LUCIE will endeavor to provide a minimum of thirty (30) days' notice of termination for non-availability of funds.
- b. Default – This Agreement may be terminated, for cause, by ST. LUCIE as a result of default by a SUBRECIPIENT on any of the terms and conditions of this Agreement upon prior written notice to the SUBRECIPIENT advising of the default and allowing a reasonable amount of time for correction of the default. The amount of time provided shall be solely determined by ST. LUCIE and shall be outlined in its written notice of default.
- c. Termination at Will – Other than outlined in this subsection, this Agreement may be terminated by mutual agreement of the parties upon sixty (60) days written notice to the other.

22. SIGNAGE.

The SUBRECIPIENTS shall post an easily visible sign at all locations where CSBG funded services are provided. The sign shall state, substantially, the following: "This Agency works in partnership with the Treasure Coast Community Action Agency which is the Community Action Agency for this County."

23. ADDITIONAL TERMS AND CONDITIONS.

In addition to the terms and conditions outlined above, the SUBRECIPIENT shall comply with all applicable terms and conditions set forth in the State Contract.

24. NOTICES.

All notices, requests, consents, and other communications required permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested and addressed to:

As to Martin:

Martin County Administrator
2401 SE Monterey Road
Stuart, Florida 34996

With a copy to:

Martin County Attorney
2401 SE Monterey Road
Stuart, Florida 34996

As to St. Lucie County:

St. Lucie County Administrator
2300 Virginia Avenue
Administration Annex
Fort Pierce, Florida 34982

With a copy to:

St. Lucie County Attorney
2300 Virginia Avenue
Administration Annex
Fort Pierce, Florida 34982

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered: (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by telegraph, (c) on the date of transmission with confirmed answer back if by telex, and (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

25. PUBLIC RECORDS.

The Recipient shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement. Specifically, the Recipient shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records and possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR' S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

26. ENTIRE AGREEMENT.

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreement between the parties with respect hereto. This Agreement may only be amended by a written document, properly authorized, executed and delivered by the parties hereto. This Agreement shall be interpreted as a whole unit. All interpretations shall be governed by the laws of the State of Florida.

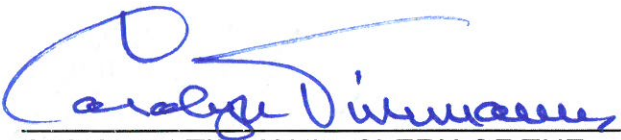
27. FILING.

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Martin County and the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials as of the date aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA


CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER


DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

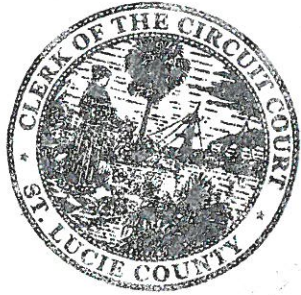

SARAH WOODS, ACTING COUNTY ATTORNEY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____

Deputy Clerk



BY: _____

Chairman

APPROVED AS TO FORM AND
CORRECTNESS

BY: _____

County Attorney

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EXHIBIT B
FY17 Contract Year¹
Contract No. 17SB-OD-12-00-01-023

Total DEO CSBG FY17 Allocation	\$ 517,059
St. Lucie County Administration Costs (10%)	<u>\$51,706</u>
Subtotal	\$ 465,353

FY17 County Allocations per DEO

A.	Martin (27%)	\$ 125,645
B.	Okeechobee (13%)	\$ 60,496
C.	St. Lucie County (60%)	<u>\$ 279,212</u>
		\$ 465,353

¹ The contract year for the FY17 grant is October 1, 2016 through March 31, 2018. These figures will change annually, based upon the DEO allocation and the County percentages assigned by DEO and may be increased through a mid-year modification.