COMMUNITY DEVELOPMENT BLOCK GRANT
DIRECTIONS FOR MENTAL HEALTH, INC., d/b/a DIRECTIONS FOR LIVING
PUBLIC SERVICES SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (Agreement), made and entered into on this ______ day of ________
20____ ("Effective Date"), by and between the City of Largo, a municipal corporation of the State of Florida,
(the City), and Directions for Mental Health, Inc. d/b/a Directions for Living, a Florida not-for-profit
corporation (the Subrecipient), having its principal office located at 1437 South Belcher Road, Clearwater,
FL 33764, (hereinafter, collectively, the Parties).

WHEREAS, the City has applied for and received funds from the United States Department of Housing
and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as
amended (HCD Act), Public Law 93-383; and

WHEREAS, the City has designated its Community Development Department (Department) to act on
its behalf in administering the Community Development Block Grant (CDBG) program funded through HUD
and the HCD Act (the CDBG Program); and

WHEREAS, the City desires to utilize CDBG funding to support projects and programs that assist non-
homeless special needs residents; and

WHEREAS, the City desires to provide funding to the Subrecipient to add one (1) full-time Behavioral
Health Navigator that will work directly with a designated City Police Officer to implement the new Enriching
Lives through Mental Health Services (ELMS) Program as set forth more fully in Section II(B) of this
Agreement (the Project); and

WHEREAS, the Project supports the goal of assisting non-homeless special needs residents by helping
to stabilize Largo residents who suffer from severe mental illness, as further described in this Agreement;
and

WHEREAS, the City finds the Project is eligible for assistance under the CDBG Program and has
authorized the Project in its 2018-2019 CDBG Action Plan (Action Plan), which was approved by the City
Commission pursuant to Resolution No. 2217 on July 3, 2018; and

WHEREAS, the monies hereby awarded to the Subrecipient for the Project will be drawn from a total fund
not to exceed $29,150.00 from the City's CDBG Program and $27,500.00 from the City's General Fund,
which together total $56,650.00 (the "Total Maximum Budget") to be paid hereunder on a reimbursement
basis in accordance with this Agreement; and

WHEREAS, the Project meets the criteria of an eligible activity under the CDBG regulations under
Section 105 of the HCD Act, 42 U.S.C. § 5305as amended, as implemented in 24 CFR 570.200(a) and
570.201; and

WHEREAS, it is necessary for the City and the Subrecipient to enter into an agreement for the
implementation of the grant under the CDBG Program.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for
other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the
Parties agree as follows:

I. RECITALS. The above recitals are true and correct and incorporated herein by reference.
II. SCOPE OF SERVICES

A. TIME OF PERFORMANCE/AGREEMENT TERM
   Services of the Subrecipient shall start on the 1st day of October, 2018 and end on the 30th day of September 2020 (the “Time of Performance”). The period from October 1, 2018 to September 30, 2019 will be herein referred to as “Year One” and the period from October 1, 2019 to September 30, 2020 will be herein referred to as Year Two. The term of this Agreement shall commence upon the Effective Date and shall continue through the Time of Performance completion of the Project to the full satisfaction of the City (the “Agreement Term”). The Agreement Term and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG Program funds or other CDBG assets, including program income that is associated with the use of CDBG funds as described in Section IV.U. below.

B. ACTIVITIES
   The Subrecipient will be responsible for administering the Project in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The Project will include the following activity(ies) eligible under the CDBG Program:

1. Program Delivery:

   a. Hire and train one (1) full-time Behavioral Health Navigator for the City’s new ELMS Program. This new position for the Subrecipient shall be dedicated full-time to serving residents of the City that have severe mental illness. The qualifications for this position are included in the Job Description attached as Appendix D.

   b. The City shall designate one (1) City Police Officer, and associated vehicle, that will work full-time with the Behavioral Health Navigator for the ELMS Program. Together with the Behavioral Health Navigator, these two positions will herein be referred to as the ELMS Team.

   c. The ELMS Team shall complete a Forty (40) – Hour Crisis Intervention Training (CIT) provided by the Pinellas CIT Committee.

   d. The City vehicle and any City equipment assigned to the ELMS Team shall only be operated by the City Police Officer. The Subrecipient shall provide a laptop computer for the Behavioral Health Navigator to utilize.

   e. The goal of the ELMS Program is to stabilize Largo residents suffering from severe mental illness to improve life outcomes of these residents, and stabilize their households and surrounding neighborhoods. The ELMS Program will proactively address the mental health needs of this population to reduce dependency on and/or escalation of police service calls to better serve these residents. The ELMS Team shall proactively make contact with residents of the City who are suffering from severe mental illness. The ELMS Team will work with these individuals to connect them to mental health services and other related services that will support stabilization of these individuals. The City Police Department will identify the top twenty (20) highest police service utilizers for which mental health related calls have been received and/or Baker Acts committed during the past twelve month period. This list of residents will serve as the primary focus for the ELMS Team. The City may identify additional residents with severe mental illness in need of the ELMS Program services depending on the amount of time needed by the ELMS Team to help stabilize the top twenty (20) utilizers.
f. The ELMS Team will perform routine follow-up visits with the identified clients to check on their status and progress toward stabilizing their mental health.

g. In the event that a 911 call is received related to clients served in the ELMS Program, during on-duty hours of the ELMS Team, the Team may be asked to respond to assist to help de-escalate the situation.

C. NATIONAL OBJECTIVES

1. All activities funded with CDBG Program funds must meet one of the CDBG Program’s National Objectives which include benefiting low- and moderate-income persons, aiding in the prevention or elimination of slums or blight, or meeting community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet the Low-Moderate Income Clientele National Objective by serving low- and moderate-income households with mental health services. Furthermore, the Subrecipient agrees that at least 51% of the individuals assisted through the activities funded by this Agreement have annual household income levels of 80% of area median income or less. Said verification shall include submittal of Residential Income Self-Certification forms, as attached hereto as Appendix A or similar form used by the Subrecipient, to the City.

2. Subrecipient shall retain self-certifications in the client case files. This information shall be used by the Subrecipient to complete Quarterly Reports to the City. The City at any time may request copies of the self-certifications to verify the income levels of the clients served.

D. BUDGET

1. Subrecipient shall be paid on a reimbursement basis for actual costs incurred not to exceed the Total Maximum Budget. The Total Maximum Budget shall be broken up by Year One and year Two in the Agreement Term. The Year One Total Maximum Budget shall be the amount set forth below. The Year Two Total Maximum Budget will be determined based on available funding for service projects under the CDBG Program. The City will send written notice of the Year Two Total Maximum Budget to the Subrecipient once the FY 2019-2020 CDBG Action Plan is adopted. The City’s notice shall be incorporated into this Agreement, and shall govern the funding to Subrecipient in Year Two. Payments to the Subrecipient in Year One shall be based on the following fee schedule:

<table>
<thead>
<tr>
<th>Description</th>
<th>CDBG</th>
<th>City General Fund</th>
<th>Subrecipient</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Behavioral Health Navigator Salary &amp; Fringe</td>
<td>$27,500.00</td>
<td>$27,500.00</td>
<td>$0.00</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>Computer Laptop:</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$1,650.00</td>
<td>$1,650.00</td>
</tr>
<tr>
<td>Indirect Costs:</td>
<td>$1,650.00</td>
<td>$0.00</td>
<td>$1,350.00</td>
<td>$3,000.00</td>
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<tr>
<td>Total Per Fund:</td>
<td>$29,150.00</td>
<td>$27,500.00</td>
<td>$3,000.00</td>
<td>$59,650.00</td>
</tr>
<tr>
<td>Year One Total Maximum Budget:</td>
<td>$56,650.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Any indirect costs must be consistent with the conditions of Section V of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.
3. Subrecipient agrees to provide the City at least two cost estimates for any equipment purchases and any maintenance or repair expenses to be reimbursed under this Agreement that are under $10,000, three cost estimates for such expenses between $10,001 to $25,000, and three quotes with written specifications for such expenses between $25,001 to $49,999. Approved equipment purchases, maintenance or repair expenses approved as part of this Agreement that equal or exceed $50,000 shall be competitively bid. Copies of all bid documents shall be submitted to the City for approval prior to issuance. Any improvement made without prior City approval shall not be eligible for reimbursement.

E. PROGRAM INCOME
Through the term of this Agreement, Subrecipient shall not charge a fee for services without the written approval of the City in advance of initiating collection of a fee. If collection of a fee for services is approved, Subrecipient shall provide all services to low- and moderate-income persons on a sliding fee schedule and shall ensure that all persons have access to all services regardless of their ability to pay for service. Should the activities outlined in the Section II.B. generate program income during the term of this Agreement, the program income shall be retained by the Subrecipient to apply toward Project costs. The amount of program income received from said activities shall be reported to the City with the quarterly request for payment from CDBG funds and shall be applied toward the Project costs prior to use of CDBG Program funds. The amount of CDBG Program funds distributed by the City shall be reduced by the amount of program income received during that period or any unexpended balance carried forward during the Agreement Term.

F. PAYMENT

1. Requests for payment for eligible clients served shall be made against the line item budget specified in Section II.D. and shall specify the activities described in this Agreement for which payment is sought.

2. All payment requests shall be submitted to the City electronically through the City's web-based program, Neighborly Software, in a format approved by the City prior to use, and shall include the following:
   a. A completed request for payment signed by the person who prepared the invoice; and
   b. A copy of the timesheet and payroll payment documentation for the Behavioral Health Navigator.

3. Payment requests shall be made by the Subrecipient no less frequently than quarterly. Quarterly payment requests shall be made during the first thirty (30) calendar days of each quarter ending December 31, March 31, June 30 and September 30, for eligible clients served during that quarter. No requests for payment of services under this Agreement shall be accepted after October 4, 2019 in Year One and October 5, 2020 for Year Two. Upon receipt and acceptance of a complete payment request, the City shall pay Subrecipient funds in accordance with 2 C.F.R. 200.305 (Payment) and this Agreement.

4. The City reserves the right to disapprove requests for payment which are not consistent with the terms of this Agreement, the CDBG Program, the HUD Act or regulations, and/or which do not, in the sole discretion of the City, provide adequate documentation of client eligibility and services and/or materials rendered.

5. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302, Financial Management.
G. GOALS, PERFORMANCE MEASURES AND REPORTING

1. The Subrecipient expects to complete the following Performance Measures during the Time of Performance:

Year One Performance Measures:
- Hire a Behavioral Health Navigator per this Agreement.
- The ELMS Team completes CIT.
- Actively engage the top twenty (20) highest police service call utilizers for mental health related incidents in the ELMS Program.
- Reduce the number of Baker Acts the top twenty (20) utilizers by ten percent (10%) from the prior twelve-month period.
- Reduce the Number of 911 Calls from the top twenty (20) utilizers by 20% from the prior twelve-month period.

2. Year Two performance measures will be established in the City’s written notice to the Subrecipient sent in accordance with Section II.D.

3. Quarterly Performance Report. The Quarterly Performance Report form attached as Appendix B to this Agreement shall be completed and submitted no later than thirty (30) days after the end of each quarter ending December 31, March 31, June 30 and September 30. These reports shall include only unduplicated City clients served by the Project. The Subrecipient shall report this data electronically through the City’s web-based Neighborly Software. Failure to submit Quarterly Performance Reports by the deadlines stated above will delay the City’s payment of outstanding invoices until such time the reports are submitted and the City considers the Quarterly Performance Reports complete.

4. Annual Performance Report. The Annual Performance Report form attached as Appendix C to this Agreement shall be completed and submitted no later than thirty (30) days after the end of the each yearly term of this Agreement. The Subrecipient shall report this data electronically through the City’s web-based Neighborly Software.

H. MONITORING

1. The City will monitor the Subrecipient’s performance against goals and performance standards as stated in Section II.G above. The data provided in the Quarterly Performance Reports will be used to report number of clients served to HUD. The Annual Performance Report will be used to determine the effectiveness of the program and activities funded by the CDBG Program.

2. The City shall have the right to monitor and evaluate all aspects of activities carried out by the Subrecipient. Such evaluation will be performed through the City’s review of submitted reports and information from the Subrecipient and by site visits of the Subrecipient conducted by the City. Subrecipient records with respect to any matters covered by this Agreement will be made available to the City and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The level of evaluation will be determined by risk assessments performed by the Department.

3. Any substandard performance as determined by the City, in its sole and absolute discretion, shall constitute a material breach of this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within the time requested by the City when notifying the Subrecipient, this Agreement will be terminated in accordance with its terms.
III. NOTICES
1. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or by electronic mail. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

2. Communication and details concerning this Agreement shall be directed to the following contract representatives:

<table>
<thead>
<tr>
<th>City</th>
<th>Subrecipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew Anderson, Housing Manager</td>
<td>Michelle Furan-Sullivan, Chief Financial Officer</td>
</tr>
<tr>
<td>City of Largo – Housing Division</td>
<td>Directions for Living, Inc.</td>
</tr>
<tr>
<td>P.O. Box 296</td>
<td>1437 S. Belcher Road</td>
</tr>
<tr>
<td>Largo, FL 33779</td>
<td>Clearwater, FL 33764</td>
</tr>
<tr>
<td>Phone: (727) 586-7489 ext. 7216</td>
<td>Phone: (727) 524-4464 ext. 1708</td>
</tr>
<tr>
<td>Email: <a href="mailto:housing@largo.com">housing@largo.com</a></td>
<td>Email: <a href="mailto:mfuran-sullivan@directionsforliving.org">mfuran-sullivan@directionsforliving.org</a></td>
</tr>
</tbody>
</table>

IV. GENERAL CONDITIONS

A. GENERAL COMPLIANCE
The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the HUD regulations concerning CDBG) including but not limited to Subpart K of those regulations, except that (1) the Subrecipient does not assume the City’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the City’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. RELATIONSHIP OF THE PARTIES
Nothing contained in this Agreement is intended to, nor 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 City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker’s Compensation Insurance, as the Subrecipient is an independent contractor.

C. AMENDMENTS
1. The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City Commission, or the City Manager or his or her designee if this Agreement was originally approved by the City Manager or his or her designee. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the Subrecipient from its obligations under this Agreement.

2. The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient. If Subrecipient is unwilling to enter into such a written amendment, this Agreement shall terminate immediately.
D. DEFAULT

1. The Subrecipient shall be in default of this Agreement, if Subrecipient materially fails to perform under this Agreement, examples which include, but are not limited to:
   a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;
   b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
   c. Ineffective or improper use of funds provided under this Agreement, including use of funds for projects that do not meet the HUD eligibility requirements; or
   d. Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.

2. In the event of a default by Subrecipient, City may impose additional conditions, including requiring additional information from Subrecipient to determine reasons for, or extent of, noncompliance or lack of performance, withhold authority to proceed to the next phase, require additional project monitoring, require the Subrecipient to obtain technical or management assistance, or terminate this Agreement. City may also give Subrecipient a reasonable opportunity to cure the default. Reasonableness shall be determined solely by the City and shall be based upon the nature and extent of the default.

E. REMEDIES FOR NONCOMPLIANCE

1. In the event of a default, City shall be entitled, in addition to all other remedies provided in law or equity:
   a. To compel specific performance by Subrecipient of its obligations under this Agreement;
   b. In accordance with 2 CFR Part 200.338, if City determines in its sole discretion that non-compliance or non-performance of the terms of the Agreement cannot be remedied by the imposition of additional conditions, or if City determines that an opportunity to cure the default is unwarranted or will likely be ineffective, City may take one or more of the following actions upon seven (7) calendar days’ notice in writing to Subrecipient:
      i. Temporarily withhold reimbursement requests pending correction of the identified deficiency;
      ii. Disallow use of funds and any applicable matching credit for all, or a part of, the cost of the activity or action not in compliance;
      iii. Initiate suspension or debarment proceedings in accordance with Section IV. G below;
      iv. Withhold further Federal awards for the Project or activities;
      v. Wholly or partly suspend or terminate the Agreement; or
      vi. Take any other legal or equitable action available.

2. In the event Subrecipient does not fulfill its obligations to commit or expend its funds in a proper and timely manner, the City retains the right to re-allocate its funds to City for City’s use.

3. In accordance with 2 CFR Part 200.341, Subrecipient will be entitled to hearings, appeals or other administrative proceedings to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

F. TERMINATION

1. Termination for cause. This Agreement may be terminated by City for cause in accordance with Section IV.E.

2. Termination for convenience. This Agreement may be terminated by City or Subrecipient, in whole or in part, upon sixty (60) days’ written notice by the terminating party, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the
portion to be terminated. However, if in the case of a partial termination initiated by Subrecipient, if the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety. When applicable, the City will follow requirements per CFR Part 200.339 for reporting termination of this Agreement to the OMB-designated integrity and performance system, System for Award Management (SAM) database.

3. In the event that the Subrecipient defaults under the terms of this Agreement, or the Agreement is otherwise terminated as set forth herein, the Subrecipient shall reimburse the City all or a portion of the funds paid by the City to the Subrecipient, in an amount to be determined by the City, in its sole discretion, based upon factors such as, without limitation, the services actually performed at the time of termination, the circumstances of any default or termination of the Agreement, and CDBG regulations or other federal regulations which may apply.

4. The Subrecipient agrees that in the event that any grant is reduced or withheld by HUD, the City shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that HUD determines that the Subrecipient has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this Agreement, the Subrecipient shall provide said reimbursement from non-federal sources within thirty (30) days of said notice from the City.

5. Upon termination in whole or in part, the Parties remain responsible for compliance with the requirements in 2 CFR Part 200.343 (Closeout) and 2 CFR Part 200.344 (Post-closeout adjustments and continuing responsibilities).

G. EFFECTS OF SUSPENSION OR TERMINATION
Costs incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the City otherwise expressly authorizes Subrecipient in the notice of suspension or termination to incur such costs.

H. DEBARMENT AND SUSPENSION
1. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. The Subrecipient acknowledges that this Project is subject to 31 CFR Part 19 (Government Debarment and Suspension (Non-procurement). The Subrecipient acknowledges it is not included in the Federal Government's Excluded Parties List, accessible on www.sam.gov. If the Subrecipient ever is placed on such list, or becomes aware that it will be placed on such list, the Subrecipient shall notify the City immediately.

2. The Subrecipient certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. Where the Subrecipient is unable to certify to any of the statements in this Agreement, the Subrecipient will attach an explanation to the Agreement.

4. The Subrecipient further will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

I. ANTI-DISCRIMINATION
1. Subrecipient shall comply with all federal, state, and local antidiscrimination laws during the term of this Agreement. Specifically, Subrecipient shall not discriminate against nor exclude any employee or applicant for employment because of race, color, national origin, religion, sex, disability, or familial status. Upon receipt of evidence of such discrimination, the City shall have
the right to terminate this Agreement. Subrecipient shall take the necessary steps to ensure that applicants for employment and employees are treated without regard to such discriminatory classifications.

2. In carrying out this Agreement, the Subrecipient shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, national origin, religion, sex, disability or familial status. Further, the Subrecipient shall abide by HUD’S Equal Access Rule, which requires equal access to HUD programs without regard to a person’s actual or perceived sexual orientation, gender identity, or marital status. Subrecipient agrees to affirmatively further fair housing by providing and promoting equal access to the sale, rental, use or occupancy of housing; in the sale or rental of land to the be developed for housing; and in the financing of housing or the provision of brokerage services.

3. When expending the CDBG Program funding received pursuant to this Agreement, the Subrecipient shall, within the eligible population, comply with the following nondiscrimination requirements:
   a. **Equal Opportunity.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations in 24 C.F.R. Part 1, together with Section 109 of the Act (24 C.F.R. Part 570.602) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this Agreement.
   b. **Anti-Discrimination.** Pinellas County Code of Ordinances, Chapter 70 – Human Relations, Article II – Discrimination, which prohibits discrimination in the areas of employment, government programs, and housing and public accommodations on the basis of race, color, religion, national origin, familial status, sex (including gender identity and gender expression), sexual orientation, and disability within the legal boundaries of Pinellas County, Florida, including all unincorporated and incorporated areas.
   d. **Minority and Women’s Business Enterprises.** The requirements of Executive Orders 11225, 12432, 12138, 2 C.F.R. 200.321, and 24 C.F.R. Part 85.36(e) applies to grants under this part. Consistent with HUD’s responsibilities under these Orders, the Subrecipient must make efforts to encourage the use of minority and women’s business enterprises in connection with funded activities.
   e. **Age Discrimination Act of 1975, as Amended.** No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)
   f. **Section 504 of the Rehabilitation Act of 1973, as Amended.** No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)
   g. **Public Law 101-336, Americans with Disabilities Act of 1990.** Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
   h. **Gender identity.** If the Subrecipient is a manager of temporary or emergency shelters,
it shall comply with the terms and conditions set forth in 24 CFR 5.105(a) and (2) and 24 CFR 5.106: which provide that equal access to accommodations, placement and services shall be provided in accordance with the individual's gender identity, and individuals will not be subjected to intrusive questioning or asked to provide evidence of the individual's gender.

4. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause.

J. CONFLICTS OF INTEREST
1. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, or any designated public agency.

2. Subrecipient agrees to abide by the provisions of 2 C.F.R. Part 200.318 and 24 C.F.R. Part 92.356, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

K. LOBBYING
1. The Subrecipient acknowledges this Agreement is subject to 31 USC Part 1352 (Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions) and 55 FR 6736, and 54 FR 52306. The Subrecipient certifies that by signing this Agreement, to the best of the Subrecipient’s knowledge and belief:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any City, 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; and that

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any City, 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 that

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

d. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into or made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. 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.

L. RELIGIOUS ACTIVITIES
The Subrecipient, if a faith-based organization, shall comply with the terms and conditions set forth in 24 CFR Part 5 General HUD Program Requirements, Waivers, Section 5.109, Equal participation of Religious Organizations in HUD Programs, as well as 24 CFR Part 570.200(j), 24 CFR Part 570.503, as amended, and 24 CFR Part 570.607 regarding faith-based organizations. The Subrecipient agrees that funds provided under this Agreement may not be utilized for inherently religious activities.

M. INDEMNIFICATION
1. General Indemnification. The Subrecipient agrees to assume liability for and indemnify, hold harmless, and defend the City, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of the City, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of the City, its officers, employees, agents, and attorneys. This includes claims made by the employees of Subrecipient against the City, and Subrecipient hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Subrecipient's liability hereunder shall include all attorneys' fees and costs incurred by the City in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which the City is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

2. Control of Defense. Subject to the limitations set forth is this provision, Subrecipient shall assume control of the defense of any claim asserted by a third party against the City arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Subrecipient's expense. Subrecipient shall have the right, at its option, to participate in the defense of any third party claim, without relieving Subrecipient of any of its obligations hereunder. If Subrecipient assumes control of the defense of any third party claim in accordance with this paragraph, Subrecipient shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, the Subrecipient shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect of the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) Subrecipient has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

N. WORKER'S COMPENSATION
The Subrecipient shall provide Worker's Compensation Insurance coverage in compliance with Florida Statutes for all of its employees involved in the performance of this Agreement.
O. INSURANCE

1. Subrecipient, at its sole expense, shall keep in force during the Agreement Term, insurance from an insurance company licensed in the State of Florida and rated “A, Class X” or better by A.M. Best. Subrecipient’s insurance shall be considered primary. The required insurance shall be evidenced by a Certificate of Insurance, which must be submitted to, and approved by, the City’s Risk Manager prior to the Effective Date of this Agreement. The Certificate of Insurance shall bear the requisite endorsements providing for the “City of Largo, its elected officials and employees” as Certificate Holders and additional insured and shall further provide for waiver of subrogation by Subrecipient where applicable. The Certificate(s) shall, at a minimum, bear the name of the insured, the name of the insurer, the number of the policy, its effective date and termination date. For identification purposes, the Certificates shall include a reference to this Agreement.

2. Current, valid insurance policies meeting the requirements herein identified shall be maintained by Subrecipient for the duration of the Agreement Term and any extensions or renewals. Renewal certificates shall be provided to the City no less than thirty (30) days prior to any expiration date. Subrecipient shall provide immediate notice of any cancellation, non-renewal or adverse change to the policy or policies required to be obtained or maintained pursuant to this Agreement that is initiated by the Subrecipient. Subrecipient shall immediately forward to the City any notice it receives of any cancellation, non-renewal or adverse change to any policy that is initiated by the insurer(s). If requested by the City, Agreement shall furnish complete copies of all insurance forms and/or endorsements.

3. The City reserves the right to request additional information it deems necessary and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required amounts, for the duration of this contract and/or any extensions or renewal thereof. Receipt of Certificates or other documentation of insurance policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement shall not constitute waiver of Subrecipient’s obligation to fulfill the requirements of this Section.

4. Subrecipient shall provide on forms no more restrictive than the latest edition of those filed by the insurance services office, the following types/amounts of insurance:

   General Liability

   Commercial General Liability per occurrence  $1,000,000
   Damage to premises                          $300,000
   Medical expenses (Any one person)            $5,000
   Personal & Adv Injury                        $1,000,000
   General Liability Aggregate                 $2,000,000
   Motor Vehicles – Combined Single Limit (CSL) $100,000

5. Failure to comply with this requirement shall subject this contract to immediate cancellation.

P. FINANCIAL MANAGEMENT

1. Accounting Standards. Subrecipient agrees to comply with Subpart E of 2 CFR Part 200, Cost Principles, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. **Cost Principles.** Subrecipient will administer its program in conformance with Subpart E of 2 CFR Part 200, Cost Principles. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. **Duplication of Costs.** Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

Q. **REQUIRED WRITTEN POLICIES, PROCEDURES**
   1. The Subrecipient shall maintain written policies and procedures in accordance with 2 CFR Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 5.106:
      a. Conflict of Interest Policy, in accordance with 2 CFR 200.112 (Conflict of Interest), 2 CFR 200.318(c) (General Procurement Standards)
      b. Cost Allowability Procedures for determining the allowability of costs in accordance with 2 CFR 200.302(b)(7) (Financial Management) and 2 CFR 200.403 (Factors Affecting Allowability of Costs)
      c. Cash Management/Payment Timing Procedures to implement the requirements of 2 CFR 200.305 (Payment)
      d. Procurement/Purchasing Policy, in accordance with 2 CFR 200.318(a) (General Procurement Standards), 2 CFR 200.319(c) and (d) (Competition) and 2 CFR 200.320 (Methods of Procurement), 2 CFR 200.323(A) (Contract Cost and Price), 2 CFR 200.325 (Bonding Requirements)
      f. If applicable. Gender Identity Equal Access Operating Policy and Procedures, in accordance with 24 CFR 5.106 (Equal Access in Accordance with the Individual’s Gender Identity in Community Planning and Development Programs) if Subrecipient is a manager or owner of temporary or emergency shelters or other buildings and facilities and providers of services.

R. **REPORTING**
   Subrecipient shall provide to Department its Data Universal Numbering System (DUNS) Number and must register and maintain the currency of information in the System for Award Management (SAM) database so that Subrecipient complies with the requirements established by the Federal Office of Management and Budget concerning the DUNS, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 CFR Part 25 and 2 CFR Part 170. Subrecipient will also comply with the Digital Accountability and Transparency Act (DATA Act) of 2014.

S. **RECORDS RETENTION AND ACCESS TO RECORDS**
   1. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award in accordance with 24 CFR 570.506 must be retained for the longer of three years after the expiration or termination of this Agreement, or three years after the submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520 of this title, in which the specific activity is reported on the final time in accordance with 2 CFR 200.333. Records for individual activities subject to the reversion of assets provision described in Section IV(U), records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Applicable exceptions to this requirement are provided in 2 CFR 200.333.
2. Subrecipient shall at any time during normal business hours and as often as City and/or the Comptroller General of the United States and/or HUD and/or any of their duly authorized representatives may deem necessary, make available for examination all of Subrecipient’s records, books, documents, papers, and data with respect to all matters covered by this Agreement and shall permit City and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this Agreement for the purposes of making audit, examination, excerpts and transcriptions.

T. AUDITS

1. If Subrecipient expends more than $750,000 or more in a fiscal year in Federal awards from all sources, Subrecipient shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Part 200.501 – Audit Requirements. The Catalog of Federal Domestic Assistance (CFDA) number is 14.218. Audit report shall be submitted to Department within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period, unless Subrecipient and the Department agree to a longer period in advance. Subrecipient shall be responsible for the costs associated with this audit. Subrecipient shall submit any additional documentation requested by City to substantiate compliance to this provision if necessary. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200.501, the Subrecipient is exempt from Federal audit requirements for that fiscal year, however, the Subrecipient must provide a Single Audit exemption statement to the City no later than three months after the end of the Subrecipient’s fiscal year for each applicable audit year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Subrecipient shall be held liable for reimbursement to City of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) days after City has notified Subrecipient of such non-compliance.

2. The Subrecipient is responsible for follow-up and corrective action on all audit findings pursuant to 2 CFR Part 200.511 (Audit Findings Follow Up) and 2 CFR Part 200.512 (Report Submission). Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

U. USE AND REVERSION OF ASSETS

Although no program income, as defined by 24 CFR Part 570.500(a), is anticipated as a result of this Project, any such income received by the Subrecipient is to be returned to the City within thirty (30) days of receipt of such funds. Upon completion of the Project or termination of this Agreement, however terminated, the Subrecipient shall transfer to the City any grant funds on hand and any accounts receivable attributable to the use of those funds.

V. RECOGNITION OF CDBG FUNDS

Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds made available under this Agreement.

W. CLOSEOUT

The Subrecipient’s obligation to the City 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 City, and determining the custodianship of records.
X. ASSIGNABILITY
Subrecipient shall not assign any interest in this Agreement or otherwise transfer interest in this Agreement without the prior written approval of City. All requirements of this Agreement shall be applicable to any subcontracts entered into under this Agreement and it shall be Subrecipient’s responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements. Subrecipient shall not pledge or mortgage any CDBG Program funds to be awarded under this Agreement, or any interest therein or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the written approval of the City.

Y. WAIVER
No forbearance on the part of either Party shall constitute a waiver of any item requiring performance by the other Party hereunder. A waiver by one Party of the other Party’s performance shall not constitute a waiver of any subsequent performance required by such other Party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both Parties.

Z. SEVERABILITY
Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this Agreement.

AA. VENUE AND CHOICE OF LAW
This Agreement shall be construed by and controlled under the laws of the state of Florida. Venue for the purposes of any suit or other proceeding arising out of, or relating to, this Agreement shall be exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for state actions and exclusively in the United States District Court for the Middle District of Florida, Tampa Division for federal actions.

BB. NONAPPROPRIATION
In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Subrecipient under this Agreement, the City shall notify Subrecipient of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

CC. ATTORNEYS’ FEES
In the event of legal action or other proceeding arising under this Agreement, the prevailing party shall be entitled to recover from the adverse party all its reasonable attorneys’ fees and costs incurred by the prevailing party in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The prevailing party also shall be entitled to recover any reasonable attorneys’ fees and costs incurred in litigating the entitlement to attorneys’ fees and costs, as well as in determining the amount of attorneys’ fees and costs due to the prevailing party. The reasonable costs to which the prevailing party will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

DD. PUBLIC RECORDS
Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Subrecipient on behalf of the City, Subrecipient shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes (“Public Records”), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City’s custodian of public records,
provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, 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 for the duration of the term of this Agreement and following completion or termination of this Agreement, if Subrecipient does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Subrecipient be transferred to the City, Subrecipient shall transfer, at no cost, to the City, all Public Records in possession of Subrecipient within thirty (30) days of such request or (ii) if no such request is made by the City, Subrecipient shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Subrecipient transfers all Public Records to the City pursuant to (d)(i) above, Subrecipient shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Subrecipient keeps and maintains Public Records pursuant to (d)(ii) above, Subrecipient shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology of the City. If Subrecipient does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Subrecipient is acting on behalf of the City.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: 727-587-6710 E-mail address: bruner@largo.com
Mailing address: 201 Highland Avenue Northeast, Largo, Florida 33770

V. SPECIFIC GRANT INFORMATION
2 C.F.R. Part 200.331(a) (1) (Federal Award Identification) requires that certain specific information about the federal grant program funding this Agreement be included in this Agreement. Such information, consistent with the accordant subsections under 2 C.F.R. Part 200.331(a)(1), is as follows:

| (a) | Subrecipient's Name | Directions for Mental Health, Inc. d/b/a Directions for Living |
| (b) | Subrecipient's DUNS Number | 177760899 |
| (c) | Federal Award Identification Number (FAIN) | B18MC120028 |
| (d) | Federal Award Date | |
| (e) | Subaward Period of Performance Start and End Date | Year One: 10/1/2018 - 09/30/19 Year Two: 10/01/2019 - 09/30/2020 |
| (f) | Amount of Federal Funds Obligated by this Action ("by the pass-through entity to the Subrecipient") | $29,150.00 |
| (g) Total Amount of Federal Funds Obligated to Subrecipient ("by the pass-through entity including the current obligation") including other SPA's | $56,989.00 |
| (h) Total Amount of the Federal Award ("committed to the Subrecipient by the pass-through entity.") | $29,150.00 |
| (i) Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) | Mental Health Services |
| (j) Name of Federal Awarding Agency | U. S. Department of Housing and Urban Development (HUD) |
| (k) Pass-Through Entity, GRANTEE | City of Largo |
| (l) Contact Information for Awarding Official, GRANTEE | Matthew Anderson, Housing Manager PO Box 296, Largo, FL 33779 (72) 596-7489 ext. 7216 |
| (m) CFDA Number and Name | 14.218 |
| (n) Amount Made Available Under Each Federal Award | $29,150.00 |
| (o) Identification of Whether the Award is R&D | Award not for R&D |
| (p) Indirect Cost Rate for the Federal Award (including if the de Minimis rate is charged) | N/A |

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the Parties hereto have caused this Subrecipient Agreement to be executed effective as of the day and year first above written.

WITNESSES:

Signature Witness #1: Michelle Fuxan-Sullivan
Print Name: Michelle Fuxan-Sullivan

Signature Witness #2: (Signature)
Print Name: [Signature]

DIRECTIONS FOR MENTAL HEALTH, INC. d/b/a DIRECTIONS FOR LIVING

By: (Signature)
Print Name/Title: April Lott, President & CEO

ATTEST:

BY: (Signature)
City Clerk

CITY OF LARGO, FLORIDA

BY: (Signature)
Henry Schubert, City Manager

REVIEWED AND APPROVED:

BY: (Signature)
Alan S. Zimmet, City Attorney

REVIEWED BY:

[Signature]
Risk Manager
APPENDIX A

SELF-CERTIFICATION OF ANNUAL INCOME

INSTRUCTIONS: This is a written statement from the participant documenting the definition used to determine “Annual Gross Income”, the number of beneficiary members in the family or household, and the relevant characteristics of each member for the purposes of income determination. To complete this statement, select the definition of income used, fill in the blank fields below, and disclose the total annual combined income of all members in the household. Adult participants must then sign this statement to certify that the information is complete and accurate, and that source documentation will be provided upon request.

Income Definition Used (Select One)

0 HUD 24 CFR Part 5  0 IRS Form 1040  0 American Community

Participant Name (First and Last):

______________________________________________________________

Gender: ( ) Male ( ) Female Date of Birth: ____________ Age: ________

Race: ( ) American Indian or Alaska Native ( ) Asian ( ) Black or African American ( ) White
( ) Native Hawaiian or Other Pacific Islander ( ) Other

Ethnicity: ( ) Hispanic or Latino ( ) Not-Hispanic or Latino

Address: __________________________________________ Apt No. City: ________ State/Zip: __________

Phone: ____________________________________________

Home Work Cell

Household Size: Number of Adults ______ Number of Children ______

Total Gross (before taxes) Household Income: $ ________ □ Hourly □ Weekly □ Bi-Weekly □ Monthly □ Yearly
(Include all sources of income: Salary, SSI/SSD, Unemployment Child Support, etc. from ALL household members)

By signing below, I/we certify that this information is complete and accurate. I/we agree to provide, upon request, documentation on all income sources to the HUD Grantee/Program Administrator.

__________________________________________________________

Participant Signature Date Co-Participant Signature Date

WARNING: The information provided on this form is subject to verification by HUD at any time, and Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony and assistance can be terminated for knowingly and willingly making a false or fraudulent statement to a department of the United States Government.

FOR INTERNAL USE ONLY

Funding Source: ________ Total HH Income: ________ MFI % Date of Service: ________

Signature of Intake Staff (Reviewed Income Definitions/Jurisdiction): ______________________ Date: ________
**APPENDIX B**  
Quarterly Report  
(Subrecipient to enter data directly in Neighborly Software)

**Accomplishments**

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**Median Income of Beneficiaries:**
- Very-Low Income (0-30% of AMI)
- Low Income (51-80% of AMI)
- Moderate Income (51-80% AMI)
- Non Low- or Moderate-Income (81% + AMI)

**Totals:**

**Racial Data of Beneficiaries:**
- White
- Black/African American
- Asian
- American Indian/Alaska Native
- Native Hawaiian/Other Pacific Islanders
- American Indian/Alaska Native and White
- Asian and White
- Black/African American and White
- American Indian/Alaska Native and Black/African American
- Other Multi-Racial

**Totals:**

**Ethnicity Data of Beneficiaries:**
- Hispanic
- Non-Hispanic

**Totals:**

**Public Services:**

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Goals

1. **Hire New Behavioral Health Navigator**
   Hire Behavioral Health Navigator for Largo program by the end of Q1

2. **ELMS Team Completes Crisis Intervention Training (CIT)**
   The Behavioral Health Navigator and assigned Largo Police Officer will complete CIT

3. **Initiate Contact with top 20 High Emergency Service Utilizers**
   Subrecipient has made proactive initial contact with the highest utilizers of the Largo 911 system for police services.

4. **Reduction in Baker Acts**
   Change in the number of Baker Acts for the Top 20 from 2017-2018 to 2018-2019

5. **Reduction in the Number of 911 Calls**
   Change in the number of 911 Calls from the Top 20 and/or addresses of the Top 20 from 2017-2018 to 2018-2019.
Appendix D

JOB DESCRIPTION

POSITION TITLE: Behavioral Health Navigator
POSITION #: 1611-ATH
CLASSIFICATION: Exempt

REPORTS TO: 
DEVELOPED Reviewed/Revised:

POSITION SUMMARY:
Behavioral Health Navigator need to work in partnership with the Local Law Enforcement providing crisis intervention therapy to adults, children, and families. The Navigator will be responsible for providing clinical services, engagement, crisis intervention and case management to the target population of individuals having a significant amount of recent interactions and/or an extensive history of contacts with the law enforcement officers. The Navigator will provide follow up engagement services with the expressed purpose of ensuring that the individuals are connected to appropriate service providers and remain connected to them over time. The Navigators will be located with Law Enforcement Officers and will be providing services in the community. Candidates should have a flexible schedule to work in partnership with the assigned officer.

PRIMARY RESPONSIBILITIES:

Clinical Direct Services
1. Establish and maintain effective rapport with clients and maintains high satisfaction rate with clients and families served.
2. Develops and updates realistic and effective treatment plans with clients and their families as required and ensures that all documentation exhibits sound clinical judgment, identifies client success/improvements or issues and identifies client participation in the service process.
3. Conducts thorough client interviews/evaluations exhibiting accuracy and thoroughness of assessment and referral skills.
4. Maintain continuity of contact with clients as appropriate to their treatment plans.
5. Maintain a level of direct service of 67% of paid hours.
6. Completes all required clinical paperwork within required timeframe of 24 hours.
7. Involve significant others of clients in their treatment as appropriate.
8. Provides clinical interventions, utilizing flexibility in approach, maintenance of appropriate boundaries, and sound psychotherapeutic principles.
9. Manage caseload appropriately and demonstrate complete and timely follow-up, closing cases within 2 months of last face to face contact.
10. Adhere to Organization policies, professional/ethical standards and legal requirements regarding clinical practice.
11. Plan and implement psychotherapeutic and psycho-educational groups.
12. Transport clients as needed and required in personal vehicle as part of service provision.
13. Visit or work at sites outside the office as needed or required for service provision (including home or school) and provide own safe transportation to such locations.
14. Demonstrate cultural competency in service provision including recognition of any unique aspects of persons served.

Quality Assurance Measures
1. Comply with all corporate policies and procedures.
2. Ensure that client records are entered and maintained in the electronic or paper health records system, according to corporate policies and procedures.
3. Develop and demonstrate cultural competency in service provision to the diversity of persons served.
4. Develop and maintain excellent customer service standards.
5. Demonstrate achievement of productivity standards of specific job assignment, program, department and corporate standards.
7. Demonstrate understanding of job responsibilities and scope of work; knowledge and use of policy and procedural regulations.
8. Demonstrate competency in all aspects of the job and exhibit ability to learn and apply knowledge to solve complex problems.
9. Complete all notes, plans, reports, projects or other required documentations within the specified time frame per corporate policy and contractual obligation and reports delays or deficiencies in a timely manner to the supervisor for immediate corrective action.
10. Demonstrate timeliness and punctuality for meetings, trainings and communications as required to supervisor/designee about schedule changes.
11. Adhere to corporate standards regarding correct and thorough completion of forms, records and documentation.
12. Maintain ethical and legal standards and professional boundaries with Co-workers, clients and families; demonstrates compliance with corporate, program, legal and funding requirements and communicate any concerns regarding ethical, legal or quality standards and practices per corporate policy.

**Personal Staff Development**

1. Formulate and update annually a personal Staff Development plan which appropriately addresses personal goals and the responsibilities of the position.
2. Participate in educational training activities aimed at building job related skills and knowledge.
3. Demonstrates competency in utilizing electronic records system.
4. Pursues continuing education and development opportunities; Maintains necessary credentials/licensure to perform job; Completes corporate and grant/founder training in a timely manner.
5. Ability to partner across the organization with multiple departments through the exchange of data, information, and frequent communication.

**SECONDARY RESPONSIBILITIES:**

1. Comply with all agency policies and procedures including, but not limited to, the agency attendance policy, code of conduct, and ethics policy
2. Must not present a direct threat to the safety or health of the employee or others
3. Attend trainings as required
4. Maintain effective working relationships with co-workers
5. Effectively and consistently follow through with assignments in the designated time frame
6. Maintain consumer confidentiality according to state law, professional standards, and agency policy
7. Promote and maintain a professional attitude at all times

**ACCESS TO PROTECTED HEALTH INFORMATION:**

Will be knowledgeable in and practice all policies and procedures related to privacy and security practices cited in the Health Insurance Portability and Privacy Act (HIPAA) applicable to my program and position.

**EDUCATION EXPERIENCE/REQUIREMENTS:**

1. Master's degree in Counseling, Psychology, Social Work or related field required.
2. Must have sufficient clinical knowledge to provide clinical intervention with adults and children who manifest a range of psychopathology, utilizing various treatment approaches including individual, family, play, and group therapy, individual psychopathology and normal childhood development.
3. Have sufficient clinical knowledge of Cognitive Behavioral Therapy and other evidence based treatments
KEY PERFORMANCE STANDARDS
The employee will comply with or maintain:
1. All Organization policies and procedures especially those dealing with confidentiality according to state laws, professional and contractual standards, and HIPAA regulations
2. A high level of accuracy with data processing
3. Positive relationships with all employees and clients.
4. A professional attitude at all times
5. A work ethic that insures effective and consistent completion of tasks
6. Answer telephones promptly and in an appropriate manner using tact and courtesy. Apply knowledge of the Organization’s programs and resources in taking messages and giving information. This will involve routing emergency calls to the proper personnel, quickly and efficiently.
7. Must not present a direct threat to the safety or health of self or others.
8. Remain current on training and documentation requirements. Promote a culture of continuous quality improvement.
9. Supports and adheres to the five client promises.

SAFETY EQUIPMENT / PROCEDURES
Employee is required to:
1. Maintain the safety of self and others at all times
2. Complete all mandatory Health, Safety and Emergency Preparedness Trainings
3. Wear seat belts while driving on organization business, and follow all corporate safety policies and procedures.

BASIC STANDARDS OF PERFORMANCE:
1. Arrives to work on time, uses sick and annual leave according to established policies, completes paperwork and projects within deadlines.
2. Exhibits willingness to assist colleagues, assumes additional responsibilities willingly, works varying hours to meet client accessibility and recommends program changes and improvements.
3. Maintains an overall work attitude of cooperation and professionalism in all interactions with agency staff and community professionals. Communicates and interacts appropriately with colleagues. Follows through with paperwork to ensure smooth operations with Agency.
4. Conducts self in a professional manner with colleagues, peers, and clients. Demonstrates professional behavior toward clients consistent to the enhancement of the client’s dignity and well-being. Upholds established policies and professional standards of conduct.
5. Attendance and punctuality are prerequisites of satisfactory performance.
6. There will be compliance with all company policies and procedures.
7. Observe familiarity with company mission and adherence to the company’s philosophy of continuity of quality care.
8. There will be satisfactory completion of primary and secondary duties and responsibilities of the position as required by management and supervision.
9. Meet the minimum requirement and demands of the position, including funding goals and objectives.

PHYSICAL DEMANDS/WORK ENVIRONMENT/OTHERS:
1. Requires a flexible schedule with the ability to work 12 hour days if required.
2. Requires reliable transportation.
3. Subject to air-conditioned environment on a daily basis.
4. May be dealing with potentially dangerous situations/consumers.
5. Requires ability to function effectively in a smoke-free workplace.
6. Must provide transportation for required consultative activities.
7. May be exposed to contagious conditions and communicable diseases, including but not limited to AIDS/HIV, staph, hepatitis, rubella, tuberculosis, cytomegalovirus, and blood borne pathogens, lice and scabies.
8. Requires maintenance of a clear driving record, vehicle insurance and inspections if transporting clients.

OFFICE MACHINES & EQUIPMENT USED
1. Must be computer literate with proficiency in Microsoft Office, windows word and excel
2. Multi line Telephone
3. Copier / Scanner/Fax
REPORTING RELATIONSHIP
This position reports to the Adult Outpatient Supervisor.
When assigned to other departments or units, employee receives direction from the supervisor of that department.

I have read the above job description and fully understand the requirements set forth therein. I hereby accept the position and agree to abide by the stated requirements, and will perform all duties and responsibilities as delineated.

I HAVE RECEIVED A COPY OF THIS JOB DESCRIPTION FOR MY PERSONAL FILE.

_____________________________   ____________________
Employee's Signature                      Date
FIFTH AMENDMENT TO CONSENT ORDER

This Fifth Amendment to Consent Order is entered into between the State of Florida Department of Environmental Protection ("Department") and the City of Largo ("Respondent") to amend Consent Order OGC No. 03-0666, effective April 10, 2006 ("Original Order") and subsequent amendments to the Original Order\(^1\). The Department finds, and Respondent admits the following:

1. Respondent’s Permit Condition I.A.1. entitled Reclaimed Water and Effluent Limitations and Monitoring Requirements sets effluent limitations for the following parameters: DCBM, Dissolved Oxygen, CBOD5, Total Phosphorous and Total Nitrogen at Respondent’s Wastewater Treatment Facility.

2. A review of the Respondent’s discharge monitoring reports (DMRs) for the period of January – August 2018 indicated the Permit limits described in paragraph 1 above were exceeded, as shown in Table 1, below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Parameter</th>
<th>Result</th>
<th>Limit</th>
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<td>8/31/2018</td>
<td>BOD, Carbonaceous 5 day,</td>
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<td>45.1</td>
<td>42.7</td>
<td>UG/L</td>
<td>AB - Annual Average</td>
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\(^1\) the First Amendment to the Consent Order, effective August 3, 2009 ("First Amendment"), the Second Amendment to the Consent Order, effective September 18, 2012 ("Second Amendment"), the Third Amendment to the Consent Order, effective May 6, 2016 and the Fourth Amendment to the Consent Order, effective January 19, 2018 ("Fourth Amendment")
The exceedances in Table 1, above, are violations of 62-4.160, Fla. Admin. Code, which states that it is a violation to fail to comply with the terms, conditions, requirements, limitations, and restrictions set forth in the Permit. These exceedances are also violations of Rule 62-600.410(1), Fla. Admin. Code, which states that it is a violation to fail to operate and maintain the domestic wastewater treatment plant in accordance with the applicable provisions of this chapter and so as to attain, at a minimum, the reclaimed water of effluent quality required by the operation criteria specified in this chapter.

Wherefore the Department and Respondent agree, and it is ORDERED that the First Amendment, Second Amendment, Third Amendment and Fourth Amendment shall have no further force or effect. It is further agreed to and ORDERED that the following paragraphs of the Original Order be amended (with any and all other paragraphs of the Original Order remaining in full force and effect) as follows:

14. Respondent shall comply with the following corrective actions within the stated time periods:

   a) By October 25, 2022, and thereafter, Respondent shall reduce Di-chloro-bromomethane (DCBM) through reduction of the sources of this constituent or by treatment so that the Facility’s effluent complies with the water quality standard for DCBM, as defined in Rule 62-302.530, F.A.C. Respondent shall take whatever corrective actions are necessary to meet the limit for DCBM in the Facility’s effluent. However, if a Permit revision or additional Department permit is required for the corrective actions, Respondent must obtain the Permit revision or Department permit prior to placing the modifications into operation. Respondent must govern its actions through submittal of appropriate information, applications, pertinent data, and responses to Department requests for additional information to comply with the water quality standard for DCBM by October 25, 2022, and thereafter. Compliance with the water quality limit for DCBM will not be determined until October 25, 2022, as the
limit is based on an annual average.

b) By October 25, 2022, and thereafter, Respondent shall operate in compliance with the Permit limits for Dissolved Oxygen. Respondent shall take whatever corrective actions are necessary to meet the limit for Dissolved Oxygen in the Facility’s effluent. However, if a permit revision or additional Department permit is required for the corrective actions, Respondent must obtain the permit revision or Department permit prior to placing the modifications into operation. Respondent must govern its actions through submittal of appropriate information, applications, pertinent data, and responses to Department requests for additional information to comply with the Permit limit for Dissolved Oxygen by October 25, 2022, and thereafter.

c) By October 25, 2022, and thereafter, Respondent shall operate in compliance with the Permit limits for CBOD5. Respondent shall take whatever corrective actions are necessary to meet the limit for CBOD5 in the Facility’s effluent. However, if a permit revision or additional Department permit is required for the corrective actions, Respondent must obtain the permit revision or Department permit prior to placing the modifications into operation. Respondent must govern its actions through submittal of appropriate information, applications, pertinent data, and responses to Department requests for additional information to comply with the Permit limit for CBOD5 by October 25, 2022, and thereafter.

d) By October 25, 2022, and thereafter, Respondent shall operate in compliance with the Permit limits for Total Phosphorous. Respondent shall take whatever corrective actions are necessary to meet the limit for Total Phosphorous in the Facility’s effluent. However, if a permit revision or additional Department permit is required for the corrective actions, Respondent must obtain the permit revision or Department permit prior to placing the modifications into operation. Respondent must govern its actions through submittal of appropriate information, applications, pertinent data, and responses to Department requests for additional information to comply with the Permit limit for Total Phosphorous by October 25, 2022, and thereafter.

e) By October 25, 2022, and thereafter, Respondent shall operate in compliance with the Permit limits for Total Nitrogen and load allocations of the Final 2009 Reasonable Assurance Addendum: Allocation & Assessment Report, January 22, 2010 which set forth the Total Nitrogen loading limits as 28.5 tons/year for the 12-month rolling total and 19.0
tons/year for the five-year average of the yearly totals. Respondent shall take whatever corrective actions are necessary to meet the limits for Total Nitrogen in the Facility’s effluent. However, if a permit revision or additional Department permit is required for the corrective actions, Respondent must obtain the permit revision or Department permit prior to placing the modifications into operation. Respondent must govern its actions through submittal of appropriate information, applications, pertinent data, and responses to Department requests for additional information to comply with the Permit limits for Total Nitrogen by October 25, 2022, and thereafter.

15. Upon the effective date of this Fifth Amendment to the Consent Order and lasting through October 25, 2022, the Facility’s effluent discharged to Feather Sound shall meet the following criteria:

    a) The effluent shall not contain more than 57 μg/L of DCBM on an annual average basis as the interim limit. The interim limit of 57 μg/L shall become effective upon the first day of the month following the effective date of this Consent Order and remain in effect until October 25, 2022. A copy of the Discharge Monitoring Report (“DMR”) to be used for reporting the interim limit values is incorporated herein and attached as Exhibit I. Sampling, analysis and reporting of DCBM shall be in accordance with the permit. This interim limit does not act as a State of Florida Department of Environmental Protection wastewater permit effluent limitation or modified permit limitation, nor does it authorize or otherwise justify violation of the Florida Air and Water Pollution Control Act, Part I, Chapter 403, Florida Statutes, during the pendency of this Fifth Amendment to Consent Order.

    b) The effluent shall not contain less than the 3.5 mg/L minimum limit of Dissolved Oxygen as an interim minimum limit. The interim limit of 3.5 mg/L shall become effective upon the first day of the month following the effective date of this Consent Order and remain in effect until October 25, 2022. A copy of the Discharge Monitoring Report (“DMR”) to be used for reporting the interim limit values is incorporated herein and attached as Exhibit I. Sampling, analysis and reporting of Dissolved Oxygen shall be in accordance with the permit. This interim limit does not act as a State of Florida Department of Environmental Protection wastewater permit effluent limitation or modified permit limita-
tion, nor does it authorize or otherwise justify violation of the Florida Air and Water Pollution Control Act, Part I, Chapter 403, Florida Statutes, during the pendency of this Fifth Amendment to Consent Order.

c) The effluent shall not contain more than 24.0 mg/L of CBOD5 as a daily maximum interim limit. The interim limit of 24.0 mg/L shall become effective upon the first day of the month following the effective date of this Consent Order and remain in effect until October 25, 2022. A copy of the Discharge Monitoring Report (“DMR”) to be used for reporting the interim limit values is incorporated herein and attached as Exhibit I. Sampling, analysis and reporting of CBOD5 shall be in accordance with the permit. This interim limit does not act as a State of Florida Department of Environmental Protection wastewater permit effluent limitation or modified permit limitation, nor does it authorize or otherwise justify violation of the Florida Air and Water Pollution Control Act, Part I, Chapter 403, Florida Statutes, during the pendency of this Fifth Amendment to Consent Order.

d) The effluent shall not contain more than 3.0 mg/L of Total Phosphorous as a single sample maximum interim limit and 2.5 mg/L as a weekly average maximum interim limit. These interim limits shall become effective upon the first day of the month following the effective date of this Consent Order and remain in effect until October 25, 2022. A copy of the Discharge Monitoring Report (“DMR”) to be used for reporting the interim limit’s values is incorporated herein and attached as Exhibit I. Sampling, analysis and reporting of Total Phosphorous shall be in accordance with the permit. These interim limits do not act as a State of Florida Department of Environmental Protection wastewater permit effluent limitation or modified permit limitation, nor does it authorize or otherwise justify violation of the Florida Air and Water Pollution Control Act, Part I, Chapter 403, Florida Statutes, during the pendency of this Fifth Amendment to Consent Order.

e) The annual total of Total Nitrogen discharged shall not be more than 30 tons/year and the five-year average of Total Nitrogen discharged shall not be more than 22 tons/year. These interim limits shall become effective upon the first day of the month following the effective date of this Consent Order and remain in effect until October 25, 2022. The facility shall report for Total Nitrogen: the single sample maximum; weekly average; monthly average; annual average; annual total; and the five-year average of the yearly totals
over the next 48 months using the interim DMR. A copy of the Discharge Monitoring Report ("DMR") to be used for reporting the interim limit values is incorporated herein and attached as Exhibit I. Sampling, analysis and reporting of Total Nitrogen shall be in accordance with the permit. This interim limit does not act as a State of Florida Department of Environmental Protection wastewater permit effluent limitation or modified permit limitation, nor does it authorize or otherwise justify violation of the Florida Air and Water Pollution Control Act, Part I, Chapter 403, Florida Statutes, during the pendency of this Fifth Amendment to Consent Order.

21. In any event:

a) By October 25, 2022, the Facility effluent discharge to Feather Sound shall comply with the permit limits for the DCBM, Dissolved Oxygen, CBOD5, Total Phosphorous, and Total Nitrogen surface water quality standards.

b) By October 25, 2022, Respondent shall complete construction improvements and rehabilitation of the Collection System to significantly reduce wastewater overflows and improve nitrogen reduction processes.

c) Respondent's failure to properly budget or appropriate funds will not act to relieve or excuse Respondent for the non-performance of its obligations hereunder.

27. Persons who are not parties to this Fifth Amendment to the Consent Order, but whose substantial interests are affected by this Fifth Amendment to the Consent Order, have a right, pursuant to Sections 120.569 and 120.57, Florida Statutes, to petition for an administrative hearing on the Fifth Amendment to the Consent Order. The Petition must contain the information set forth below and must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office at the Department of Environmental Protection, Southwest District Office, 13051 North Telecom Parkway, Suite 101, Temple Terrace, Florida, 33637-0926. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes.

The petition shall contain the following information:

a) The name, address and telephone number of each petitioner, the Department's Fifth
Amendment to the Consent Order identification number and the county in which the subject matter or activity is located;
b) A statement of how and when each petitioner received notice of the Fifth Amendment to the Consent Order;
c) A statement of how each petitioner's substantial interests are affected by the Fifth Amendment to the Consent Order;
d) A statement of the material facts disputed by petitioner, if any;
e) A statement of facts which petitioner contends warrant reversal or modification of the Fifth Amendment to the Consent Order;
f) A statement of which rules or statutes petitioner contends require reversal or modification of the Fifth Amendment to the Consent Order;
g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Fifth Amendment to the Consent Order.
h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Fifth Amendment to the Consent Order.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action on the Fifth Amendment to the Consent Order may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject of the Fifth Amendment to the Consent Order have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, F.A.C.

A person whose substantial interests are affected by the Fifth Amendment to the Consent Order may file a timely petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes, or may choose to pursue mediation as an alternative remedy under Section
120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth below.

Mediation may only take place if the Department and all the parties to the proceeding agree that mediation is appropriate. A person may pursue mediation by reaching a mediation agreement with all parties to the proceeding (which include the Respondents, the Department, and any person who has filed a timely and sufficient petition for a hearing) and by showing how the substantial interests of each mediating party are affected by the Fifth Amendment to the Consent Order. The agreement must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS #35, Tallahassee, Florida 32399-3000, within 10 days after the deadline as set forth above for the filing of a petition.

The agreement to mediate must include the following:

a) The names, addresses, and telephone numbers of any persons who may attend the mediation;
b) The name, address, and telephone number of the mediator selected by the parties, or a provision for selecting a mediator within a specified time;
c) The agreed allocation of the costs and fees associated with the mediation;
d) The agreement of the parties on the confidentiality of discussions and documents introduced during mediation;
e) The date, time, and place of the first mediation session, or a deadline for holding the first session, if no mediator has yet been chosen;
f) The name of each party’s representative who shall have authority to settle or recommend settlement;
g) Either an explanation of how the substantial interests of each mediating party will be affected by the action or proposed action addressed in this notice of intent or a statement clearly identifying the petition for hearing that each party has already filed, and incorporating it by reference; and
h) The signatures of all parties or their authorized representatives.

As provided in Section 120.573, Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in
settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons whose substantial interests will be affected by such a modified final decision of the Department have a right to petition for a hearing only in accordance with the requirements for such petitions set forth above and must therefore file their petitions within 21 days of receipt of this notice. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, Florida Statutes, remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

This Fifth Amendment to the Consent Order is final agency action of the Department pursuant to Section 120.69, Florida Statutes, and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Florida Statutes. Upon the timely filing of a petition this Fifth Amendment to the Consent Order will not be effective until further order of the Department.

For Respondent:


Louis L. "Woody" Brown, Mayor
City of Largo

Reviewed and approved by

City Clerk
City of Largo

Alan Zimmet, City Attorney
DONE AND ORDERED this ____ day of ______________, 2018, in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

__________________________________________
Mary E. Yeargan, PG
Director
Southwest District

FILED, on this date, pursuant to Section 120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

__________________________  _________________________
Date                                      Clerk

Attachment: Exhibit I – Interim Discharge Monitoring Report
Copy furnished to:  Lea Crandall, Agency Clerk
### DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When completed mail this report to: Department of Environmental Protection, Southwest District Office, Compliance Assurance Program, Attn: Domestic Wastewater, 13051 N. Telecom Parkway, Suite 101, Temple Terrace, FL 33637-8926, swc_fsw@florid.dep.gov

<table>
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<th>Quality or Concentration</th>
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<th>Frequency of Analysis</th>
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I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

<table>
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<tr>
<th>NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT</th>
<th>SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT</th>
<th>TELEPHONE NO</th>
<th>DATE (YY/MM/DD)</th>
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</table>

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit revision

DEP Form 62-620.910(10), Effective Nov. 29, 1994
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<td>Meter</td>
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<td>Total Residual Chlorine (For Dechlorination)</td>
<td>Sample Measurement</td>
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<td>Sample Type</td>
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<td>Nitrogen, Total (as N)</td>
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<td>Report (Mo. Total)</td>
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<td>Nitrogen, Total (as N)</td>
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<td>(5-Year Avg.)</td>
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<td>7-DAY CHRONIC STATRE Ceriodaphnia dubia (Routine)</td>
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<td>PERCENT</td>
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<td>(Min.)</td>
<td></td>
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<td>Every Three Months</td>
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</tr>
<tr>
<td>7-DAY CHRONIC STATRE Ceriodaphnia dubia (Additional)</td>
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<td>24-hr. FPC</td>
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<td>(Min.)</td>
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<td></td>
<td>Every Three Months</td>
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<tr>
<td>7-DAY CHRONIC STATRE Pimephales promelas (Additional)</td>
<td>Sample Measurement</td>
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<td>(Min.)</td>
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<td>Units</td>
<td>Quality or Concentration</td>
<td>Units</td>
<td>No. Ex.</td>
<td>Frequency of Analysis</td>
<td>Sample Type</td>
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<td>Calculation</td>
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<td>Flow (Total Plant)</td>
<td>Sample Measurement</td>
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<td>Percent Capacity, (3MRADF/Permitted Capacity) x 100</td>
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<td>Monthly</td>
<td>Calculation</td>
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<td>MG/L</td>
<td>Weekly</td>
<td>24-hr. FPC</td>
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<td>Report (Mo.Avg.)</td>
<td>MG/L</td>
<td>Weekly</td>
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<td>CBO₃ (MG/L)</td>
<td>TSS (MG/L)</td>
<td>TSS (MG/L)</td>
<td>Nitrogen (MG/L)</td>
<td>Phosphorus (MG/L)</td>
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<td>FLW-03</td>
<td>EFA-01</td>
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PLANT STAFFING:

Day Shift Operator
Class: __________ Certificate No: __________ Name: ____________________________

Evening Shift Operator
Class: __________ Certificate No: __________ Name: ____________________________

Night Shift Operator
Class: __________ Certificate No: __________ Name: ____________________________

Lead Operator
Class: __________ Certificate No: __________ Name: ____________________________

DEP Form 62-620.910(10), Effective Nov. 29,1994
<table>
<thead>
<tr>
<th>Code</th>
<th>Mon.</th>
<th>TRC (For Disinfect.) (MG/L)</th>
<th>TRC (For Declor.) (MG/L)</th>
<th>Cyanide Total (as CN) (MG/L)</th>
<th>Dichlorobromometane (UG/L)</th>
<th>Oxygen, Dissolved (MG/L)</th>
<th>Nitrogen, Total (as N) Tons/year</th>
<th>Flow (MGD)</th>
<th>CBOD5 (MG/L)</th>
<th>TSS (MG/L)</th>
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<td>00720</td>
<td>32101</td>
<td>EFD-01</td>
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**PLANT STAFFING:**

- **Day Shift Operator**
  - Class: 
  - Certificate No: 
  - Name: 

- **Evening Shift Operator**
  - Class: 
  - Certificate No: 
  - Name: 

- **Night Shift Operator**
  - Class: 
  - Certificate No: 
  - Name: 

- **Lead Operator**
  - Class: 
  - Certificate No: 
  - Name: 

*DEP Form 62-620.910(10), Effective Nov. 29, 1994*
INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions as well as the SUPPLEMENTAL INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT before completing the DMR. Hard copies or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts—A, B, and D—all of which may or may not be applicable to every facility. Facilities may have one or more Part A’s for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data. When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION/INSTRUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANC</td>
<td>Analysis not conducted.</td>
</tr>
<tr>
<td>DRY</td>
<td>Dry Well</td>
</tr>
<tr>
<td>FLD</td>
<td>Flood disaster.</td>
</tr>
<tr>
<td>IFS</td>
<td>Insufficient flow for sampling.</td>
</tr>
<tr>
<td>LS</td>
<td>Lost sample</td>
</tr>
<tr>
<td>MNR</td>
<td>Monitoring not required this period.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION/INSTRUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOD</td>
<td>No discharge from/to site.</td>
</tr>
<tr>
<td>OPS</td>
<td>Operations were shutdown so no sample could be taken.</td>
</tr>
<tr>
<td>OTH</td>
<td>Other. Please enter an explanation of why monitoring data were not available.</td>
</tr>
<tr>
<td>SEP</td>
<td>Sampling equipment failure.</td>
</tr>
</tbody>
</table>

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory’s MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign (“<”) followed by the laboratory’s MDL value, e.g. < 0.001. A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limit.

PART A - DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit.

The following should be completed by the permittee or authorized representative:

No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the “NOD” code should be used to individually denote those parameters for which there was no discharge.

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Sample Measurements: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units.

No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.
PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Daily Monitoring Results: Transfer all analytical data from your facility’s laboratory or a contract laboratory’s data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided when appropriate.

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION/INSTRUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;</td>
<td>The compound was analyzed for but not detected.</td>
</tr>
<tr>
<td>A</td>
<td>Value reported is the mean (average) of two or more determinations.</td>
</tr>
<tr>
<td>J</td>
<td>Estimated value, value not accurate.</td>
</tr>
<tr>
<td>Q</td>
<td>Sample held beyond the actual holding time.</td>
</tr>
<tr>
<td>Y</td>
<td>Laboratory analysis was from an unreserved or improperly preserved sample.</td>
</tr>
</tbody>
</table>

Add the results to get the Total and divide by the number of days in the month to get the Monthly Average.

Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

Time Sample Obtained: Enter the time the sample was taken.

Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that.

Detection Limits: Record the detection limits of the analytical methods used.

Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comments and Explanation: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an “**” and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

CBOD: Enter the average CBOD of the reclaimed water discharged during the period shown in duration of discharge.

TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year. The cumulative rainfall to date for this calendar year is the amount of rain, in inches, that fell during the average rainfall year from January through the month for which this DMR contains data.

Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.

Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.
Exhibit A

McKim & Creed

City of Largo, FL
Summary of Task Descriptions for RFQ 19-Q653
WWRF Biological Treatment Improvements Project
Resident Project Representative Services
McKim and Creed, Inc.
October 29, 2018

Background

The City of Largo (City) owns and operates a Wastewater Reclamation Facility (WWRF), located at 5000 & 5100 150th Ave. N., Clearwater, FL. The primary purpose of the WWRF Biological Treatment Improvements Project (Project) is to reduce the total nitrogen discharged into Tampa Bay and to comply with the total maximum daily load (TMDL) requirements. The general treatment plant process areas included in the Project are: primary clarification, biological treatment basins, secondary clarifiers, filter feed pump station, tertiary filtration and denitrification filters. The Project will also include rehabilitation or replacement of aging components, and other improvements to address OSHA and Florida Building Code deficiencies. The Project will be constructed using the design-build delivery method. The City has identified the need for full-time RPR services for the Project and has requested McKim & Creed to provide professional engineering consulting services that include the following tasks:

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

Task includes project management and administration that will be performed from Project authorization through construction completion and close-out. Work associated with this task includes the following:

A. Project Set-up
B. General management and coordination
C. Monthly invoicing and status reports

The Project Management and Administration services are estimated at 2 hrs. per week for the anticipated 26-month construction timeframe.

TASK 2 – RESIDENT PROJECT REPRESENTATIVE (RPR) OBSERVATION SERVICES

McKim & Creed will utilize our subconsultant, Lane Engineering Inc., to provide a RPR during the construction of the Project. It is anticipated that the RPR will utilize available space in the Environmental Services Administration Building to keep records and utilize as office space.

The on-site construction observation provided by the RPR is anticipated to require one full time RPR over an estimated 26-month construction period, beginning in or around November 2018.
RPR will perform the following tasks:

A. Use of Construction Documentation Software: Utilize a construction file sharing and storage web-based software (managed by the CONTRACTOR) to store and retrieve files related to the construction activities of the Project.

B. City Liaison: Coordinate with McKim & Creed's Project Manager and serve as the liaison between the CONTRACTOR and the City's Project Manager, construction inspection staff, and facility operation and maintenance staff to coordinate construction activities with facility staff needs, provide updates on construction progress, and obtain detailed information relative to the work in progress, when requested by the City.

C. Construction Coordination: Coordinate the activities of City inspection personnel available for supplemental inspection services when necessary as determined by the City.

D. Progress Meetings: Chair, take, and distribute meeting notes of biweekly (every other week) construction progress meetings and other job conferences, as required. Meeting notes will be posted on the cloud-based construction management software within 3 days of the meeting date.

E. Documentation: Monitor Project documentation that will be managed by the Design-Builder. The documentation will include, but may not be limited to the following:
   1. Action Items
   2. Testing Requirements and Forms
   3. Testing Log
   4. Deficiency/Noncompliance
   5. Complaints
   6. Daily Reports Including Embedded Photos Relevant to Daily Construction Activities
   7. Inventory and Verification of Stored Materials
   8. Completion List Items

F. Use of Approved Shop Drawings: Advise all parties of the CONTRACTOR's commencement of any work requiring a submittal that has not been approved by the Engineer of Record (EOR) and utilize approved Shop Drawings and issued RFI's to supplement the requirements of the Contract Documents and verify compliance with supplemental conditions and directions given.

G. Daily Observations: Conduct and record on-site observations of the work to verify accuracy and quality of installation and materials installed. Maintain a daily log of activities; fill out a Daily Reports of Construction with submittal of reports to the City and EOR; take progress photos and store the digital pictures in easily identified titled and dated image files. Submit logs and photos at biweekly progress meetings. Daily reports are to include notations of personnel on site, weather conditions, description of work done, and other conditions to describe the work activities and conditions for each day.

H. Deficiency Reports: Report and coordinate with McKim & Creed's Project Manager to notify the City's Project Manager of any work which is unsatisfactory or faulty, does not conform to the contract documents, is otherwise defective, does not meet the requirements of any observations, tests, or approvals required, or has been damaged prior to final payment.
I. Visitors: Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project. Record the outcome of these inspections (performed by others) and record these on the Daily Reports.

J. Review and Monitor Work Coordination Activities: Consult with the CONTRACTOR in advance of scheduled major tests, observations, or start of major phases of the work and attend coordination and planning activities.

K. Pay Applications: Review Applications for Payment for compliance with the established procedure for submission. The RPR will perform the following for each monthly payment applications by the CONTRACTOR:

1. During the last week of each month, meet with the CONTRACTOR to come to agreement on an acceptable percent complete for each item of work performed that month.
2. Verify that record drawings have been updated for work completed to date.
3. Check that appropriate releases of claims are submitted with the current pay request based on the previous month’s pay application subcontractor pay items.
4. Verify stored materials inventory has been properly accounted for as to new stored materials received and that previously stored materials that have been installed are removed from the stored materials inventory.
5. Within five (5) days after receipt of the formal application for payment from the CONTRACTOR, RPR will review the pay application for compliance with the above, have the CONTRACTOR sign the application, and submit the signed application to the City’s Project Manager for processing.

6. Construction Schedule: Provide the City with a monthly update on critical path construction schedule progress, or lack thereof, and advise the City of problems with the CONTRACTOR maintaining the schedule. If necessary, request and review an updated schedule from the CONTRACTOR that clearly illustrates the CONTRACTOR’s plan to make up for lost time so as to maintain the schedule.

L. Stored Materials and Quantities: Evaluate and document the condition of materials and equipment delivered to the site for obvious defects. Keep track of quantities placed, including stored materials. Make written recommendation in relation to the schedule of values for work completed and materials stored and equipment delivered to the site but not incorporated into the work.

M. Record Drawings: Review the CONTRACTOR’s Record Drawings weekly to ensure CONTRACTOR is keeping adequate records as required for the Project.

N. Completion Lists: Leading up to substantial completion, the RPR will conduct substantial completion walk through(s) with the CONTRACTOR to determine if the Project is ready to be considered for substantial completion. The walk through will result in the preparation of a preliminary list of items (completion lists) to be completed by the CONTRACTOR prior to having the City’s personnel review the work for substantial completion.

O. Punch Lists: After substantial completion has been achieved and the punch list has been generated, the RPR will conduct observations of the completed punch list items to verify the work has been completed and the work is ready for final completion. The RPR will then notify the City’s Project Manager when the punch list items are complete.
P. Observe and record pressure and leak test results.

Q. Observe and record electrical test results and final terminations of wiring and surge protection equipment, verifying torque, breaker, and grounding connections.

R. Observe and maintain a record of successful control system loop tests and process area control functional tests, including verifying compliance with PLC and HMI programming functions prior to startup.

OTHER INFORMATION

1. This Task includes twenty-six (26) months of RPR services that are estimated to average 50 hours per week. If the construction time is extended or additional time per week is needed, additional services can be provided upon written authorization of the City. Any additional services performed without prior written authorization by the City will not be compensated above the not to exceed lump sum fee in Exhibit B.

2. Daily construction photos will be stored and uploaded to the cloud-based construction management software when relevant to a workflow (i.e. test report, non-compliance notice, etc.) or when embedded into the daily reports.

3. The RPR will not exceed limitations for resident observation services as above set forth herein or take any action not specifically authorized herein by the City.

4. The RPR will not undertake any of the responsibilities of the CONTRACTOR or subcontractors.

5. The RPR will not advise on or issue directions to CONTRACTOR or any subcontractor pertaining to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.

6. The RPR will not advise on or issue directions about safety precautions and programs about the CONTRACTOR’s work. However, if potential unsafe conditions or practices are observed, the RPR is to bring these to the attention of the CONTRACTOR. If conditions are not addressed in a reasonable time frame, the RPR is to bring the issue to the attention of the City’s Project Manager and the EOR’s Project Manager. The RPR will not approve any interruptions or modification of the City’s facilities without the approval of the City Engineer.

7. It is anticipated that under this Scope of Services, normal construction activities will be based on the CONTRACTOR’s Monday through Friday workweek, typically 6:30 am to 5:30 pm. Coverage for RPR services, as indicated previously, will normally be over this daily time period while the CONTRACTOR(S) is on-site. For scheduled construction activities outside this normal daily period, the RPR’s services shall coincide with the CONTRACTOR(S)’s schedule which is understood to be 50-hours per week during a normal work week.

8. Should temporary substitution (for sickness or other reasons) of the RPR be necessary, or if replacement of the RPR becomes necessary for any reason, McKim & Creed will provide a qualified individual, approved by the City’s Project Manager, who shall be billed at no more than the agreed hourly rate for RPR services, unless otherwise agreed to by the City.
ASSUMPTIONS

The CITY will provide the following:
1. Electronic files for conformed drawings and specifications.
2. Access to the site and buildings as needed for construction activities.
3. Assistance in arranging meetings and training times with City staff.
4. Assistance in coverage of the site for inspection services when the amount and timing of ongoing construction activities require more than one person to cover.
5. Office space, desk, chair, and file cabinet space within the Administration Building on site as well as access to copying machines.

PROJECT SCHEDULE

Services will commence upon written authorization from the CITY, which will constitute Notice to Proceed (NTP) with services being required for 26-months.

STAFFING - KEY PROJECT TEAM MEMBERS

<table>
<thead>
<tr>
<th>Project Manager</th>
<th>Phil Locke, PE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resident Project Representative (RPR)</td>
<td>David Parks (Lane Engineering)</td>
</tr>
</tbody>
</table>

Reviewed and Approved: ____________________________
City Attorney: