



**REQUEST FOR PROPOSALS
FOR THE
REGIONAL ASSESSMENT OF FAIR HOUSING**

RFP2019/2023AFH

Lee County Human and Veteran Services

Request Issued: July 28, 2017

Proposals must be submitted electronically to jsutton@leegov.com

By 5:00 p.m. on August 18, 2017

**PROPOSALS WILL NOT BE ACCEPTED AFTER THIS
DATE AND TIME**

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SECTION I – GENERAL INFORMATION

A. STATEMENT OF INTENT

As outlined in more detail in Section II – Scope of Work, this Request for Proposals (RFP) seeks a qualified firm or individual to conduct the inaugural “Assessment of Fair Housing” (AFH), an analysis required by the U.S. Department of Housing and Urban Development (HUD). This analysis must be completed in accordance with the requirements defined in HUD’s 2015 Affirmatively Furthering Fair Housing (AFFH) Rule.¹ The AFH is an assessment of historical and existing fair housing conditions that result in goals that will be used in the development of the Consolidated Plan(s) for Lee County, City of Cape Coral, City of Fort Myers, and for the development of the Housing Authority of the City of Fort Myers and Lee County Housing Authority’s Annual Plan. This AFH will cover the participants listed above, all unincorporated areas of Lee County, and the City of Bonita Springs, City of Sanibel, and Town of Fort Myers Beach, who participate in the Urban County

The target start date and term for the proposed services is October 1, 2017 through February 28, 2019, subject to negotiation of a final agreement. The AFH must be submitted to HUD prior to January 1, 2019.

B. BACKGROUND

The Fair Housing Act² calls for HUD and its program participants to abide by the Act’s intent of promoting fair housing and equal opportunity. On July 16, 2015, HUD adopted changes to the final AFFH rule. These changes provide program participants with procedural guidelines and data to ensure improved and comprehensive compliance with the Fair Housing Act.

According to HUD, furthering the purposes of fair housing means:

“ . . . taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws. The duty to affirmatively further fair housing extends to all of a program participant’s activities and programs relating to housing and urban development.”³

¹ <https://www.hudexchange.info/resources/documents/AFFH-Final-Rule.pdf>

² Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601-3619

³ <https://www.hudexchange.info/resources/documents/AFFH-Fact-Sheet.pdf>

HUD's [AFFH Final Rule](#) requires program participants to incorporate the policies underlying the Fair Housing Act into their planning processes. Previous strategies to ensure compliance required program participants to complete an Analysis of Impediments to Fair Housing (AI). The new AFH requirement replaces the AI. The most recent AI was completed in 2015 and will be made available to the awarded firm.

The AFH replaces the AI with a more effective and standardized assessment. In the AFH, program participants identify and evaluate fair housing issues and factors contributing to fair housing issues. The AFH is an assessment of historical and existing fair housing conditions, focusing specifically on:

1. Patterns of integration and segregation;
2. Racially and ethnically concentrated areas of poverty;
3. Disparities in access to opportunity (proficient schools, jobs, transit & low transportation costs, clean air, low exposure to poverty, high labor market engagement); and
4. Disproportionate housing needs.

As part of this new requirement, HUD will provide additional data for communities to analyze and address fair housing activities related to the expenditure of federal community development funds. To ensure fair housing choice for all residents, Lee County Human and Veteran Services will lead a coordinated approach. The County will serve as the lead entity for a Regional AFH process consisting of the following jurisdictions (collectively, the "Collaborating Parties"):

- Lee County
- City of Cape Coral
- City of Fort Myers
- Housing Authority for the City of Fort Myers
- Lee County Housing Authority

The Collaborating Parties have executed and submitted to HUD a Written Agreement for Collaboration on the AFH, and will share the scope and cost of this work. The County will take the lead in facilitating the preparation and submission of this work to HUD. References to the County in this RFP in relation to reviewing, approving, accepting, and owning the work extend and apply to the Collaborating Parties.

Contractor will price this work on a per participant price (Unincorporated Lee County, City of Cape Coral, City of Fort Myers, Housing Authority of the City of Fort Myers, Lee County Housing Authority) as each jurisdiction/PHA will pay a portion of the cost. Payment should be based on incremental milestones throughout duration of work to be performed. Retainage may be held until final plan is approved by HUD.

C. REQUEST FOR PROPOSAL PROCESS

This RFP seeks the submission of proposals to provide services from any and all interested and qualified Contractors. The Collaborating Parties seek by way of this RFP to obtain the listed services in a manner that maximizes the quality of services while also maximizing value to the Collaborating Parties and, by extension, the citizens of the County.

Contractors must be able to show they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent's demonstrated competency and experience in delivering services required by the [Affirmatively Furthering Fair Housing](#) rule, and the local availability of the Contractor's personnel and equipment resources.

Prior to executing a County Agreement, contractors must complete a Lee County vendor application: <https://www.leegov.com/procurement/do-business-with-lee-county>

SECTION II – SCOPE OF WORK

A. DESCRIPTION

The Contractor must refer to the [HUD-provided checklist and worksheet](#) to ensure they have completed the steps required for a complete AFH.

The Collaborating Parties will:

- Provide a list of primary City/County contacts for each participating jurisdiction;
- Provide data and assessment of prior Analysis of Impediments;
- Provide partially completed assessment of HUD provided data;
- Assist identifying sources for local data and local knowledge;
- Assist identifying stakeholders for and participate in community meetings;
- Assist identifying contributing factors, priorities, and goals for fair housing; and
- Review and analyze data findings, recommendations and the final report.

The Collaborating Participants have conducted community surveys and held several public meetings regarding the assessment. All responses will be provided to the consultant for compilation in the assessment. Please note additional meetings and consultations are required, as stated in Sections A.6., A.7., and A.8.

The Contractor must describe the tasks required to successfully complete the Scope of Work and the [Assessment of Fair Housing Tool for Local Governments](#). The detailed scope shall be submitted with your response.

1. Using HUD's AFH User Interface

The Contractor must use [HUD's AFH User Interface](#) to upload and submit the entire AFH to HUD.

2. Using the Assessment Tool to Complete the AFH

The Contractor will use HUD's Assessment Tool to complete the AFH and will refer to [HUD's AFFH Rule Guidebook](#), and [Data and Mapping Tool](#) as a roadmap for this work. The tool is designed to identify fair housing issues, determine the factors that significantly contribute to those issues (including what data to use), and develop a plan to overcome them. The AFH must include:

- Summary of fair housing issues and capacity;
- Analysis of HUD-provided data, local data, and local knowledge;
- Assessment of fair housing issues and contributing factors; and
- Identification of fair housing priorities and goals.

3. Supplementing HUD-Provided Data with Local Data and Local Knowledge

The Contractor will work with the Collaborating Parties to identify and supplement HUD-provided data with local data and local knowledge. This data includes, but is not limited to the information obtained through the community participation process. The Contractor will develop an initial list of County data required prior to beginning an in-depth analyses.

4. Analyzing Fair Housing Data

The Contractor will use HUD-provided data and partial analysis provided by the Collaborating Parties to assess fair housing issues and contributing factors in order to work with the Collaborating Parties to set fair housing priorities and goals for the geographic areas covered in the region. Data must provide benchmarks to allow for the measuring of trends and changes over time.

5. Analyzing HUD-Provided Maps & Tables

HUD will provide data through maps and tables that will be available in the User Interface and the AFFH Data and Mapping Tool. The Contractor may provide additional relevant maps for attachment through the AFFH User Interface. The Contractor will analyze HUD-provided maps showing racially and ethnically concentrated areas of poverty, dot density maps showing the geographic dispersion of different racial and ethnic groups, and thematic maps showing disparities in the location of proficient schools across the jurisdiction and region. HUD maps provide census tract boundaries and the borders of the jurisdiction. The Contractor will analyze HUD-provided tables including but not limited to, the percentages of various races in a jurisdiction and region, the number of public housing units within a jurisdiction, and the number of residents with a particular type of disability in a jurisdiction.

6. Developing Maps & Gathering Local Data

The Contractor is required to supplement HUD-provided maps with local data and knowledge. Local data refers to metrics, statistics, and other quantified information

that are relevant to the County's geographic areas of analysis that can be found through a reasonable amount of search, are readily available at little or no cost, and are necessary for the completion of the AFH using the Assessment Tool. Local knowledge refers to information to be provided by the Collaborating Parties that relates to the County's geographic areas of analysis and is necessary for the completion of the AFH using the Assessment Tool. Local knowledge includes information that is gathered through the community participation process and by consulting local, state, or regional planning departments, academics, and others with knowledge of the local areas or whose work influences housing. The Contractor is required to consult directly with assigned staff from the Collaborating Parties.

7. Facilitating a Community Participation Process – Consultation Meetings

The Contractor is required to conduct consultation meeting(s) with organizations, including but not limited to: local fair housing organizations(s), public and private housing providers, state housing coalitions, affordable housing advocates, affordable housing developers, community based organizations, tenant organizations, faith-based organizations, social service agencies, philanthropic organizations, and realtors. The Contractor will submit a list of questions to the Collaborating Parties for review prior to holding the consultation meetings. This list will be reviewed by the Collaborating Parties and approved for use during the community participation process. The Contractor will assist the Collaborating Parties in documenting the community participation process. This includes a summary of the effectiveness of outreach efforts and comments received. The documentation will include a summary of the comments, views, and recommendations, received in writing, or orally at public hearings, during the community participation process, including a summary of any comments, views, and recommendations not accepted by the Collaborating Parties and the reasons for non-acceptance. The community participation and consultation process must include organizations and other interested members of the public in the jurisdictions of each Collaborating Party, and not just those of the lead entity.

8. Facilitating a Community Participation Process – Public Meetings

The Collaborating Parties are required to provide opportunities for community participation throughout the development of the AFH. The Contractor must follow the policies and procedures described in each Collaborating Parties' Citizen/Community Participation Plan (Enclosure 2). The Citizen Participation Plan should be used in the development of the AFH to obtain community feedback and address complaints. The Contractor must also consult with the Housing Authority Boards or other resident organizations, provide an opportunity for the submission of comments and conduct a public hearing. The Contractor is expected to prepare and provide a presentation on the Collaborating Parties' objective to affirmatively further fair housing at several community meetings (to be agreed upon) and address public comments and questions. These comments and questions are to be summarized and included in the AFH with a listing of all public recommendations accepted or not accepted, and the reasons for the acceptance or rejection of the recommendation. Local knowledge is to be obtained from the public gatherings and utilized in the development of the AFH. The community

participation process must include residents and other interested members of the public in the County and the jurisdictions of each Collaborating Party.

If contracted to facilitate the Community Participation process, the Contractor must:

- Make the HUD–provided data and any other data to be included in the AFH available to residents, public agencies, and other interested parties;
- Conduct several public meetings (recommended amount to be specified in proposal);
- Publish the proposed AFH in a manner that affords residents and others the opportunity to examine its content and submit comments;
- Provide for at least one public hearing during the development of the AFH; and
- Provide a period of not less than 30 calendar days to receive comments from residents of the community.

9. Identifying Fair Housing Contributing Factors

The identification and prioritization of contributing factors is a process intended to inform goal setting, and help identify strategies, actions, and policy responses to fair housing issues. The Contractor must identify fair housing issues and contributing factors, prioritizing those factors that limit or deny fair housing choice of access to opportunity, negatively impact fair housing, or violate civil rights compliance. The prioritization of the contributing factors must be justified.

10. Setting Fair Housing Priorities & Goals

The Contractor is required to identify at least one or more goal(s) to overcome the fair housing issues for which significant contributing factors have been identified. The Contractor is to guide the Collaborating Parties in identifying goals and setting priorities based on findings and data. HUD recommends SMART goals – Specific, Measurable, Action-Oriented, Realistic and Time-bound. For each goal, the Contractor must:

- Identify one or more contributing factors that the goal is designed to address;
- Describe how the goal relates to overcoming the identified contributing factor(s) and related fair housing issue(s);
- Identify the metrics and milestones for determining what fair housing results will be achieved, including the timeframes for achieving them; and
- Identify the responsible party for each goal.

11. Preparing and Conducting Public Presentation of Draft AFH Plan

The Contractor will submit the preliminary draft AFH to the Collaborating Parties for review and comments. The Contractor will revise the AFH according to the Collaborating Parties' changes, then submit drafts for the Collaborating Parties to review. The Contractor may be required to join the Collaborating Parties' staff at public hearings to present the draft AFH to elected officials from jurisdictions requesting review.

12. Ensuring Content of Draft AFH Plan Complies with AFFH Rule Guidebook

The Contractor must ensure the AFH complies with HUD's AFFH Rule Guidebook. The Assessment Tool outlines the required prompts and questions and includes instructions for the AFH and includes the following:

- I. Cover Sheet
- II. Executive Summary
- III. Community Participation Process
- IV. Assessment of Past Goals and Actions
- V. Fair Housing Analysis
 - a. Demographic Summary
 - b. General Issues
 - i. Segregation/Integration
 - ii. Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs)
 - iii. Disparities in Access to Opportunity
 - iv. Disproportionate Housing Needs
 - c. Publicly Supported Housing Analysis
 - d. Disability and Access Analysis
 - e. Fair Housing Enforcement, Outreach Capacity, and Resources
- VI. Fair Housing Goals and Priorities

13. Responding to Public Comments

The Contractor will submit the draft report to the Collaborating Parties with supporting data in electronic format. After review and acceptance of the draft report by the Collaborating Parties, the report and supporting data will be released to the public, providing them 30 calendar days to submit their comments.

The Contractor will review and address comments received through the public comment period and prepare a revised AFH draft for approval by the Collaborating Parties.

14. Submitting Final AFH Plan

After the approval of the AFH by the Board of County Commissioners and the officials of all other Collaborating Parties, the Contractor will submit the AFH using HUD's online Assessment of Fair Housing User Interface for review and consideration before January 1, 2019.

15. Revising and Resubmitting the Final AFH Plan

The Contractor will be available for revision and resubmission of the Final AFH Plan if HUD determines the AFH is inconsistent with fair housing or civil rights requirements or if the AFH is substantially incomplete. The Contractor must also provide assistance to the Collaborating Parties by making the revised AFH available to the public for a 30-day review and comment period. If HUD deems the revision unacceptable the Contractor will repeat the revision and resubmission process.

B. LENGTH OF AGREEMENT

The anticipated duration of the agreement will be for 16 months, with the term to begin tentatively October 1, 2017, and end February 28, 2019.

C. ADDITIONAL REQUIREMENTS/CONSIDERATIONS

The Collaborating Participants have conducted community surveys and held several public meetings regarding the assessment. All responses will be provided to the consultant for compilation in the assessment. Please note additional meetings and consultations are required, as stated in Sections A.6., A.7., and A.8.

The Contractor must describe the tasks required to successfully complete the Scope of Work and the Assessment of Fair Housing Tool for Local Governments. The detailed scope shall be submitted with your response.

Prior to executing a County Agreement, contractors must complete a Lee County vendor application: <https://www.leegov.com/procurement/#application>

SECTION III – GENERAL TERMS AND CONDITIONS

Read All Instructions. Read the entire RFP and all enclosures before preparing your proposal.

Proposal Costs. Costs for developing proposals are entirely the responsibility of the Contractor and shall not be charged to the Collaborating Parties or otherwise reimbursed by the Collaborating Parties.

Proposal Becomes the Property of The Collaborating Parties. The RFP and all materials submitted in response to this RFP will become the property of the Collaborating Parties.

Questions and Responses Process. Submit all questions relating to this RFP in writing by e-mail to: Jeannie Sutton, Grants Coordinator, Lee County Human and Veteran Services, jsutton@leegov.com.

All questions must be received no later than 5:00 p.m. on August 9, 2017.

If changes to the RFP are warranted, they will be posted to the County's website at <https://www.leegov.com/dhs/funding/fairhousing/assessment-of-fair-housing>. It is the responsibility of each Contractor to check the website for changes and/or clarifications to the RFP prior to submitting a response. A Contractor's failure to do so will not provide a ground for protest.

Alteration of Terms and Clarifications. No alteration or variation of the terms of this

RFP is valid unless made or confirmed in writing by the Collaborating Parties. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on the Collaborating Parties.

If a Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Contractor must immediately notify the Collaborating Parties of such error in writing and request modification or clarification of the document. If a Contractor fails to notify the Collaborating Parties of an error in the RFP prior to the date fixed for submission, the Contractor shall submit a response at his/her own risk, and if the Contractor enters into a contract, the Contractor shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be provided by email to all parties who have notified the Collaborating Parties of their electronic contact information in response to this RFP, but no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check their electronic mail for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal.

Contractor Bidders Conference. All interested parties are invited to participate in a non-mandatory informational session that will be held as follows:

Thursday, August 10, 2017
3:00 PM – 4:00 PM
Conference Call:
Dial in # 888-670-3525
Participant Code – 4050548393

During the Contractor Bidders Conference, the Collaborating Parties may respond to questions received prior to the Conference. The Collaborating Parties may choose to provide additional information following the Conference.

Selection of Provider(s). The selection of a provider will be memorialized in the form of a County Agreement (see the enclosed sample template), authorized by Lee County Human and Veteran Services.

The Collaborating Parties reserves the right to reject any or all proposals without penalty. The Collaborating Parties waiver of any deviation in the proposal shall in no way modify the RFP documents or excuse the Contractor from full compliance with any eventual contract.

Once a provider is selected, the Agreement with that provider must still be negotiated with the Collaborating Parties and submitted to the Lee County Human and Veteran Services for signature, and there is no contractual agreement between the selected provider unless and until Lee County Human and Veteran Services accepts and signs the Agreement.

Incomplete Proposals May Be Rejected. If a Contractor fails to satisfy any of the requirements identified in this RFP, the Contractor may be considered non-responsive and the proposal may be rejected.

Contact with Employees (County / Collaborating Parties). As of the issuance date of this RFP and continuing until the final date for submission of proposals, all Contractors are specifically directed not to hold meetings, conferences, or technical discussions with any Collaborating Party employee for purposes of responding to this RFP except as otherwise permitted by this RFP. Any Contractor found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Contractors should submit questions or concerns about the process as stated above. Contractors should not otherwise ask any Collaborating Party employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

Miscellaneous. This RFP is not a commitment or contract of any kind. The Collaborating Parties reserve the right to pursue any and/or all ideas generated by this RFP. The Collaborating Parties reserve the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of the Collaborating Parties. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, the Collaborating Parties assume no liability for any unintentional errors or omissions in this document. The Collaborating Parties reserve the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of the Collaborating Parties. Finally, the Collaborating Parties **may revise or clarify aspects of the required services** after proposals are submitted by communicating directly to some or all of the providers that submitted proposals.

SECTION IV – REQUEST FOR PROPOSALS PROCEDURE

This section describes the general RFP procedure used by the Collaborating Parties. Remaining sections of this RFP list detailed requirements.

A. TENTATIVE SCHEDULE OF EVENTS

All dates are subject to change.

Final AFH must be submitted to HUD prior to January 1, 2019.

EVENT	DATE
Release Request for Proposals	July 28, 2017
Questions Submitted to County Deadline	August 9, 2017-5:00 pm
Bidders Conference – attendance is encouraged, but not mandatory	August 10, 2017 3:00 pm – 4:00 pm Call Info: Dial in # 888-670-3525 Participant Code – 4050548393
Release Responses to Questions	August 10, 2017
Proposal Deadline	August 18, 2017-5:00 pm
Proposal Evaluation and Contractor Selection Date	August 23, 2017
Execute Contractor Agreement / Project Start	October 1, 2017
First Draft of AFH Submitted	June 1, 2018
Review and comment of draft AFH to Contractor	July 1, 2018
Public comment period	July/August 2018
Public Presentation of draft AFH & County Approval / Required Jurisdiction Approval	August-November 2018
Final Submission of AFH to HUD & PDFs submitted	On or Before December 28, 2018

B. SUBMISSION OF PROPOSALS

Proposal: The RFP response will be submitted electronically to jsutton@leegov.com by 5:00 p.m. August 18, 2017.

All responses must be received by the stated date and time in order to be considered for award. The Collaborating Parties will not be responsible for and may not accept late proposals due to slow internet connection or for any other electronic failure (including, but not limited to, information transmission and internet connectivity failures).

By submitting a proposal, each Contractor certifies that its submission is not the result of collusion or any other activity, which would tend to directly or indirectly influence the selection process. The proposal will be used to determine the Contractor's capability of rendering the services to be provided. The failure of a Contractor to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation as determined in the sole discretion of the Collaborating Parties. The Collaborating Parties reserve the right to evaluate the contents of proposals submitted in response to this RFP and to select a contractor, if any.

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the Collaborating Parties, as determined in the discretion of the Collaborating Parties.

C. PROPOSAL EVALUATION

All proposals received will be evaluated by representatives from each Collaborating Party. The Collaborating Parties will select the individual or firm that submits the most responsive and responsible proposal. Selection will be based on the overall strength of each proposal, and the evaluation is not restricted to considerations of any single factor such as cost. A local preference may be used in the selection process.

Responses to this RFP will be evaluated based on the following criteria:

1. Qualifications and experience of the entity, including capability and experience of key personnel and experience with other public or private agencies to provide these services
2. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
3. Customer service
4. History of successfully performing services for public or private agencies
5. Ability to meet any required timelines or other requirements
6. Cost for the primary services described by this RFP
7. Compliance with Collaborating Parties' RFP and contractual requirements

The Collaborating Parties may consider any other criteria it deems relevant, and the Collaborating Parties is free to make any recommendations it determines to be in the best interest of themselves. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the Collaborating Parties may correct errors or contact a Contractor for clarification.

Note that the Collaborating Parties reserve the right to evaluate proposals solely based on each provider's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by the Collaborating Parties. Your proposal must be complete without relying on external websites, sales brochures, marketing materials or white papers. The Collaborating Parties reserve the right to select proposals other than those

with lowest costs. The Collaborating Parties will select the individual or firm that submits the most responsive and responsible proposal.

D. PROPOSAL RECOMMENDATION

The Collaborating Parties will select a provider or may recommend that the proposals be rejected.

E. NOTICE TO CONTRACTORS

The Collaborating Parties are not required to give notice to Contractors in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, the Collaborating Parties will notify those who submitted proposals of their non-selection. Contractors may be notified at different times depending on the needs of the Collaborating Parties.

F. PROTEST PROCESS

If a Contractor desires to protest the selection decision, the Contractor must submit by facsimile or email a written protest within three (3) days after the delivery of the notice about the decision. The written protest should be submitted to County staff as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Contractor and the RFP title, and must state all the specific grounds for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The Collaborating Parties will respond to a protest within seven (7) business days of receiving it, and the Collaborating Parties may, at their election, set up a meeting with the Contractor to discuss the concerns raised by the protest. The decision of the Collaborating Parties will be final. The protest letter must be sent as follows:

Jeannie Sutton, Grants Coordinator
Lee County Human and Veteran Services
jsutton@leegov.com

SECTION V – ENCLOSURES

Enclosure 1 - Standard County Agreement template with Contractor

Enclosure 2 – Example Community Participation Plan from Collaborating Parties

PLEASE NOTE: The sample standard contract attached to this RFP is a template and does not constitute the final agreement to be prepared for the proposer that is selected. Please do not attempt to insert missing information and complete the attached sample. Once a proposer is selected, the Collaborating Parties will work with the selected proposer to draft a proposer-specific contract. However, each proposal should address the general terms of the standard contract as outlined in this section.

**AGREEMENT BETWEEN
LEE COUNTY HUMAN AND VETERAN SERVICES
AND CONTRACTOR NAME**

THIS AGREEMENT, between **Lee County Human and Veteran Services**, herein after referred to as "COUNTY", and **Contractor Name**, herein after referred to as "PROVIDER", is effective Start Date through End Date.

WHEREAS, Lee County, as a federal grantee of U.S. Department of Housing and Urban Development (HUD) is required to affirmatively furthering fair housing has a legal requirement to develop and implement an Assessment of Fair Housing plan. COUNTY ensures compliance with the Fair Housing requirements through the PROVIDER according to this Agreement.

WHEREAS, the PROVIDER agrees to comply with all requirements of Community Development Block Grant (CDBG) and to accept responsibility for such compliance by COUNTY to which it makes grant funds available. All requirements and conditions as described in **ATTACHMENT A: Community Development Block Grant Program Guidelines** and **ATTACHMENT B: Compliance and Other Requirements** must be followed;

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICES: TITLE OF PROGRAM/PROJECT

Specific program/project details

B. BUDGET, PAYMENT, AND RECORDS

1. Funding for this Agreement is through U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) entitlement allocation for Lee County, Florida. COUNTY will make payments to PROVIDER and the PROVIDER agrees to accept as full compensation the total amount not to exceed **Budget Amount**.

2. The PROVIDER must submit an **itemized Payment Request** to COUNTY quarterly in accordance with the negotiated payment schedule. The final Payment Request is due by Date. All payments will be for services rendered during the Agreement term. Copies of supporting documentation are required as part of the Payment Request for review of grant compliance and before payment will be authorized by COUNTY. Supporting documentation required is list of required supporting documents. Payment will be made after review and authorization of a correct and complete invoice and all required backup documentation. Eligible expenses are defined as uncompensated expenses incurred during the term of the Agreement. COUNTY must be payor of last resort, if services are eligible to be billed to any other entity, then the COUNTY will not pay for that service. The Payment Request must be submitted with an original, authorized signature. Authorized signers are the CEO/ President. An email or fax submission of payment request is not acceptable. Processing of Payment Requests is also subject to requirements and conditions as outlined in **ATTACHMENT A: Community Development Block Grant Program Guidelines**.

3. PROVIDER must maintain all records required by COUNTY as required by HUD during the term of this Agreement and for eight (8) years from the date of Agreement expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

PROVIDER specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:

- a. keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

- b. provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in 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; and
- d. meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of PROVIDER upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology system of the COUNTY.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.

4. Monitoring Progress: The PROVIDER agrees to provide the COUNTY, and Collaborating Parties with, at minimum quarterly progress updates via teleconference or in-person meetings. The PROVIDER will provide the COUNTY, and Collaborating Parties with applicable drafts, public comments, and other required documentation as specified in the proposal documents to assure the COUNTY of satisfactory performance of the terms and conditions of this Agreement. Following the review of such items and meetings, COUNTY will deliver to the PROVIDER a written report regarding the manner in which services are being provided. The PROVIDER will rectify all noted deficiencies within the specified period of time indicated in the report or provide COUNTY with a reasonable and acceptable justification for not correcting the noted shortcomings. The PROVIDER'S failure to correct or justify the deficiencies within the time specified by COUNTY may result in the withholding of payments, being deemed in breach or default, or termination of this Agreement.

C. TERMINATION

This Agreement shall be in effect from Start Date through End Date unless terminated as specified below.

1. Termination by COUNTY: The COUNTY may at any time and for any reason cancel this Agreement by giving twenty-four (24) hours written notice to the PROVIDER by Certified Mail of such and specifying the effective date.

2. Termination by PROVIDER: The PROVIDER may cancel this Agreement at any time and for any reason by giving seventy-two (72) hours written notice to the COUNTY by Certified Mail and specifying the effective date. COUNTY'S obligation to make any payments under any provision of this Agreement shall cease on the effective date of termination.

D. RISK MANAGEMENT

1. Hold Harmless and Indemnity Clause: To the fullest extent permitted by applicable law, PROVIDER shall protect, defend, indemnify, save and hold the COUNTY, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the PROVIDER resulting from the PROVIDER'S work as further described in this contract, which may arise in favor of any person or persons resulting from the PROVIDER'S performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the COUNTY, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended.

Further, PROVIDER hereby agrees to indemnify the COUNTY for all reasonable expenses and attorney's fees incurred by or imposed upon the COUNTY in connection therewith for any loss, damage, injury or other casualty. PROVIDER additionally agrees that the COUNTY may employ an attorney of the COUNTY'S own selection to appear and defend any such action, on behalf of the COUNTY, at the expense of the PROVIDER. The PROVIDER further agrees to pay all reasonable expenses and attorney's fees incurred by the COUNTY in establishing the right to indemnity.

The PROVIDER further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Agreement. All individuals hired are employees of the PROVIDER and not of the COUNTY.

2. Insurance Requirements:

The PROVIDER agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. The PROVIDER agrees that this insurance requirement shall not relieve or limit PROVIDER'S liability and that the COUNTY does not in any way represent that the insurance required is sufficient or adequate to protect the PROVIDER'S interests or liabilities, but are merely minimums. It is the responsibility of the PROVIDER to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance naming Lee County Board of County Commissioners as Certificate Holder and additional insured will be attached to this contract as an exhibit. Name and address for Certificate Holder should be: Lee County Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902. Certificate(s) must be provided for the following coverage's at the time of contract execution and upon policy renewal:

a. Workers' Compensation— Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:

- \$100,000 per accident
- \$500,000 disease limit
- \$100,000 disease limit per employee

b. Commercial General Liability— Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

- \$300,000 bodily injury per person (BI)
- \$500,000 bodily injury per occurrence (BI)
- \$300,000 property damage (PD) or
- \$500,000 combined single limit (CSL) of BI and PD

The General Liability Policy Certificate shall name "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" as "Additional Insured". The PROVIDER agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

c. Business Auto Liability— The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:

- \$100,000 bodily injury per person (BI)
- \$300,000 bodily injury per occurrence (BI)
- \$100,000 property damage (PD) or
- \$300,000 combined single limit (CSL) of BI and PD

d. Directors & Officers Liability— Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.

e. Fidelity Bonding– Covering all employees who handle the agency’s funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

f. Notice of cancellation or modification- The COUNTY will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Lee County Risk Manager, P. O. Box 398, Ft. Myers, FL 33902.

E. ADDITIONAL TERMS:

1. This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed that if any part of this Agreement is held to be invalid by a court of competent jurisdiction; such invalidity shall not affect the validity of any other parts of this Agreement.

2. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between grantee and subcontractor, and subcontractor shall at all times remain an independent contractor with respect to the services performed under this Agreement.

3. PROVIDER acknowledges that the funds provided under this Agreement are those given to COUNTY by HUD CDBG and that COUNTY can only disperse said funds to PROVIDER as they are made available to COUNTY by HUD.

4. Conflict of Interest: The PROVIDER agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this Agreement. The PROVIDER further agrees that no person having any such interest shall be employed or engaged for said performance. The PROVIDER agrees that no employee, officer, agent of the provider or its sub-recipients shall participate in the selection, award or administration of a contract if a conflict-of-interest, either real or implied, would be involved. The PROVIDER or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the PROVIDER. Conflict-of-interest provisions described in 2 CFR 200 and all other established, applicable HUD regulations must be followed.

5. This Agreement may be amended by written consent of the parties to this Agreement. The COUNTY reserves the right to approve or deny all Agreement amendments. An approved amendment shall be documented on the Agreement amendment form and signed by both parties.

6. Notices required under this Agreement shall be made to the parties in writing and shall be delivered to:

PROVIDER: Provider Name and Address

COUNTY: Human and Veteran Services
Lee County Board of County Commissioners
2440 Thompson Street
Fort Myers, FL 33901

7. Continued performance by either party hereto, pursuant to the terms of this Agreement, after a default of any of the terms of this Agreement shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

IN WITNESS WHEREOF, PROVIDER and COUNTY hereby agree to abide by all the terms and conditions, including all attachments, hereto of this Agreement

PROVIDER:
Contractor Name

By: _____
Typed Name And Title

Date: _____

COUNTY:
Lee County Human and Veteran Services

By: _____
Roger Mercado, Department Director

Date: _____

Approved as to Form for the Reliance
of Lee County Only

By: _____
Office of the County Attorney

Date: _____

SAMPLE

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The CDBG program was authorized by the Housing and Community Development Act of 1974. The primary objective is the development of viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities. Projects must principally benefit persons of low to moderate income. All projects must address one of three national objectives:

1. Benefit lower income families, or
2. Aid in preventing or eliminating "slums and blight" or
3. Meet an "urgent need"

Regulatory guidance on the CDBG program is found at 24 CFR part 570, specifically in subparts C, J, and K and other Federal regulations found at 24 CFR parts 5 and 2 CFR 200 also apply.

The **PROVIDER (SUBRECIPIENT)** shall comply with all federal laws and regulations described in the HUD regulations, 24 CFR Part 570, and other applicable Federal regulations, including 2 CFR 200. CDBG funds made available under this agreement shall be used to assist low and moderate-income families. This may be determined by individually qualifying households for eligibility or by the determination that the census block in which the project is located is a low income area. The method used to determine compliance will be at the discretion of Lee County.

A. SUBCONTRACTS

The **PROVIDER (SUBRECIPIENT)** shall insure that any County approved subcontracts let in the performance of this agreement shall be awarded on a fair and non-collusive basis. All provisions of this agreement shall be included and made part of any subcontract executed in the performance of this agreement. The **PROVIDER (SUBRECIPIENT)** shall not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List or, for contracts over \$35,000, a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. Verification of vendors can be found at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

B. PROCUREMENT

1. The **PROVIDER (SUBRECIPIENT)** shall comply with current Lee County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property.
2. The **PROVIDER (SUBRECIPIENT)** shall procure all materials, property or services in accordance with the requirements of 2 CFR 200 Procurement Standards, and shall subsequently follow Property Management Standards in accordance to 2 CFR 200, covering utilization and disposal of property.
3. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

C. DOCUMENTATION AND RECORD-KEEPING

1. The **PROVIDER (SUBRECIPIENT)** shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement, including but not limited to:
 - a. A full description of each activity undertaken and its eligibility criteria.
 - b. Client data demonstrating client eligibility for services provided.
 - c. Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503, as applicable.
 - d. Compliance with fair housing and equal opportunity components of the CDBG program.
 - e. Financial records as required by 24 CFR Part 570.502 and 2 CFR 200; and other records to comply with Subpart K of 24 CFR 570.

D. RESTRICTIONS ON USE OF FUNDS

The **PROVIDER (SUBRECIPIENT)** is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

1. HATCH ACT- The **PROVIDER (SUBRECIPIENT)** agrees that no funds provided, nor personnel employed under this agreement shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Employment Restrictions.
2. CONFLICT OF INTEREST - The **PROVIDER (SUBRECIPIENT)** agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants and certifies that it presently has no financial interest, and that no employee, agent, consultant, or officer will acquire any financial interest, which would conflict in any manner or degree with the performance of any service required under this agreement.
3. LOBBYING - The **PROVIDER (SUBRECIPIENT)** hereby certifies that no federal funds have or will be paid by, or on its behalf, to any person influencing or attempting to influence a member of Congress, or an officer or employee of any agency, or of an office of Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any non-Federal funds have been used for such influence, the **PROVIDER (SUBRECIPIENT)** shall submit a "Disclosure Form to Report Lobbying" in accordance with its instructions.
4. RELIGIOUS ORGANIZATION - The **PROVIDER (SUBRECIPIENT)** agrees that funds provided under this agreement to either a faith based organization or faith based program cannot be utilized for inherently religious activities, and must be utilized in accordance with the federal regulations specified in 24 CFR 570.200.

E. ENVIRONMENTAL CONDITIONS

The **PROVIDER (SUBRECIPIENT)** agrees to comply with any instructions or requests made by the County pursuant to the completion of any applicable environmental review, as well as the following regulations insofar as they apply to the performance of this agreement:

1. Clean Air Act, 42 U.S. C. 7401, et seq.
2. Federal Water Pollution Control Act as amended, 33 U.S.C. 1251, et seq., as amended.

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
4. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards shall require flood insurance under the National Flood Insurance Program.
5. Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 pertaining to all HUD assisted housing, which require that notice be provided that all properties constructed prior to 1978 may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken, and the advisability and availability of blood lead level screening for children under seven.
6. Historic Preservation under the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800.

F. PROGRAM INCOME

The **PROVIDER (SUBRECIPIENT)** shall report and remit to the grantee (Lee County) all program income as defined at 24 CFR 570.500 generated by activities carried out with CDBG funds at the end of the program year. Lee County will determine and utilize the program income in compliance with the requirements set forth at 24 CFR 570.504. Preference for use of the funds will be given to projects in the urban county's jurisdiction that remitted the program income, however due to the County's need to meet timeliness requirements, funds will be spent on eligible activities as determined necessary by the County.

G. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The **PROVIDER (SUBRECIPIENT)** agrees to comply with the following:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR and 24 CFR 570.606;
2. Residential Anti-Displacement and Relocation Assistance Plan requirements of 24 CFR 570.606 under Section 104 of the Housing and Community Development Act; and
3. Optional relocation policies requirements of 570.606.

H. CIVIL RIGHTS

The **PROVIDER (SUBRECIPIENT)** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1964 as amended, Section 1104 and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1965, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The **PROVIDER (SUBRECIPIENT)** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance, unless in areas allowable by the Civil Rights Act of 1964, as amended. The **PROVIDER (SUBRECIPIENT)** will take affirmative action to insure that all employment practices are free of such discrimination. The **PROVIDER (SUBRECIPIENT)** agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

LAND COVENANTS - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.602 and 603. In regard to the sale, lease, or other

transfer of land acquired, cleared or improved with assistance provided under this contract, the **PROVIDER (SUBRECIPIENT)** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **COUNTY (RECIPIENT)** and the United States are beneficiaries of and entitled to enforce such covenants. The **PROVIDER (SUBRECIPIENT)** in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

SECTION 504 - The **PROVIDER (SUBRECIPIENT)** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

AFFIRMATIVE ACTION - The **PROVIDER (SUBRECIPIENT)** agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The **PROVIDER (SUBRECIPIENT)** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. The term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The **PROVIDER (SUBRECIPIENT)** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The **PROVIDER (SUBRECIPIENT)** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROVIDER (SUBRECIPIENT)**, state that it is an Equal Opportunity or Affirmative Action employer. The **PROVIDER (SUBRECIPIENT)** will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own **PROVIDER (SUBRECIPIENT)s** or subcontractors.

DAVIS BACON ACT - The **PROVIDER (SUBRECIPIENT)** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The **PROVIDER (SUBRECIPIENT)** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The **PROVIDER (SUBRECIPIENT)** shall cause or require to be inserted in full provisions meeting the requirements of 29 CFR 5.5. All contractors or subcontractors on contracts in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR. Part 5). Contractors and subcontractors shall be required to submit weekly payroll certifications concerning compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.

SECTION 3 CLAUSE - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 135 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the **COUNTY (RECIPIENT)**, the **PROVIDER (SUBRECIPIENT)**, and any of the **PROVIDER (SUBRECIPIENT)s** and subcontractors. The **PROVIDER (SUBRECIPIENT)** certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. The **PROVIDER (SUBRECIPIENT)** further agrees to comply with these Section 3 requirements and to include the following language in subcontracts executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

I. CLOSEOUTS

The **PROVIDER (SUBRECIPIENT)**'S obligation to the **COUNTY (RECIPIENT)** shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets, reporting of beneficiaries, or any other activities related to CDBG compliance.

REVERSION OF ASSETS Upon expiration of the contract, the **PROVIDER (SUBRECIPIENT)** shall transfer to the recipient any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the **PROVIDER (SUBRECIPIENT)**'s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub recipient in the form of a loan) in excess of \$25,000 is either:

- a) Used to meet one of the national objectives until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
- b) Not used to meet one of the national objectives, in which event the **PROVIDER (SUBRECIPIENT)** shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

J. PAYMENTS AND REPORTS

1. Payment requests will be subject to the **COUNTY (RECIPIENT)**'s execution of its Master Agreement with HUD and the activity being assigned a number in IDIS (Integrated Disbursement and Information System).

2. Construction Contract Payments – Requests for payment must be based upon actual uncompensated construction costs provided during the contract period and shall be accompanied by invoices for services rendered. Payment Requests shall be submitted within 20 days after the end of the reporting period, even if no activity has occurred. If the **PROVIDER (SUBRECIPIENT)** fails to submit a Payment Request by the stated deadline, payment will be delayed until the following month. The **PROVIDER (SUBRECIPIENT)** will not receive payment without submission of all applicable reports. Failure to submit a Payment Request within 60 days after the end of the reporting period will result in the **PROVIDER (SUBRECIPIENT)** forfeiting all right to payment.

All payment requests (Exhibit 1) must be signed by the **PROVIDER (SUBRECIPIENT)**'s Executive Director or other duly authorized person, and accompanied by the contractor's signed request for payment (invoice). Final payment will not be made until the final inspection is made and approved by the Lee County or City Building Department, as applicable.

3. **PROVIDER (SUBRECIPIENT)** shall submit reports as required to assist the **COUNTY (RECIPIENT)** in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 570.502, 507, and 92.

ATTACHMENT B: COMPLIANCE AND OTHER REQUIREMENTS

The PROVIDER further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines, and standards. By acceptance of this funding, the PROVIDER assures and certifies the following:

- A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the COUNTY, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the PROVIDER.
- B. That they will comply with all applicable Federal, State, and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
 - Title VI of the Civil Rights Act of 1964, as amended, and its implementing regulations – including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are Limited English Proficiency (LEP), as per Executive Order 13166.
 - Section 109 - Title I of the Housing & Community Development Act of 1974
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
 - Age Discrimination Act of 1975 (42 U.S.C. 610 et. seq.)
 - Fair Housing Act

Additional information can be accessed at the following websites:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp

<http://www.hud.gov/offices/fheo/lep.xml>

These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex, national origin, age, familial status, or disability. Affirmative marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.

All advertising of residential real estate for sale, rent, or financing should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement, or slogan will depend on the type of media used (visual or auditory) and, in space advertising, on the size of the advertisement. Different styles/types/sizes of logos and information regarding brochures and can be located at the following website:

<http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>

- C. That they will comply with the Americans with Disabilities Act of 1990 ("ADA") (as codified at 42 U.S.C. 126 sections 12101-12213) and 28 CFR 35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the PROVIDER's Single-Point-of-Contact.
- D. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the PROVIDER will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.

- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I. That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the PROVIDER will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
- J. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State, or county agencies.
- K. That they will notify the COUNTY immediately of any funding source changes and/or additions from other sources that are different from that shown in the PROVIDER'S application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for COUNTY funds.
- L. That they will acknowledge support for activities funded wholly or in part by COUNTY funds. In publicizing, advertising, or describing the program, state "Funding provided by Lee County Board of County Commissioners".
- M. That they will notify the COUNTY of any SIGNIFICANT changes to the PROVIDER organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- N. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.
- O. The PROVIDER shall ensure that Lee County funds are restricted to people legally able to reside in the U.S.
- P. The PROVIDER will input applicable updates to the 10 Year Plan to End Homelessness Database on a regular basis, usually quarterly.
- Q. The PROVIDER is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.
- R. The PROVIDER must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security's E-Verify system.

Enclosure 2 – Example Community Participation Plan from Collaborating Parties

ADMINISTRATIVE CODE
BOARD OF COUNTY COMMISSIONERS

CATEGORY: Human and Veteran's Services	<u>CODE NUMBER:</u> AC 15-2
TITLE: Citizen Participation Plan for U.S. Department of Housing and Urban Development (HUD) Consolidated Plan	<u>ADOPTED:</u> 3/21/90 <u>AMENDED:</u> 03/16/94, 04/19/95, 04/10/96, 06/06/00, 01/30/01, 11/18/03 4/25/06, 1/19/10, 10/04/16

ORIGINATING DEPARTMENT
Human and Veteran's Services

PURPOSE/SCOPE:

To meet HUD requirements for the Consolidated Plan for HUD entitlement programs and the Assessment of Fair Housing, which require a written Citizen Participation Plan that sets forth Lee County's policies and procedures for a meaningful and transparent resident participation process.

SCOPE OF CITIZEN PARTICIPATION:

Lee County's citizen participation process is implemented in accordance with 24 CFR 91.105 which describes the standards for local government's Citizen Participation Plans. Lee County has determined the best practices that allow for meaningful input from low and moderate income residents who are the primary clients for HUD programs. All interested parties will be afforded adequate opportunity to review and comment on the development and implementation of the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, Assessment of Fair Housing and Consolidated Annual Performance and Evaluation Report (CAPER), as well as any substantial amendments to the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, Assessment of Fair Housing, and the CAPER. Lee County will make the development of the above items public. Residents will be provided with reasonable and timely access to public meetings and hearings.

CITIZEN ADVISORY COMMITTEE:

The Community Action Agency/Neighborhood District Committee (CAA/NDC) shall serve as the advisory body to the Lee County BoCC and shall participate in the planning, performance evaluation, and public comment on the Community Services Block Grant Action Plan, the Consolidated Plan, Annual Action Plan, Assessment of Fair Housing, and the CAPER. The committee comments shall be submitted to the BOCC, which may adopt, modify, or amend the plan(s).

ENCOURAGEMENT OF CITIZEN PARTICIPATION:

Residents, businesses, developers, local and regional institutions, philanthropic organizations, non-profit organizations, community-based and faith based organizations and other interested parties will be encouraged to participate in the development and implementation of the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, Assessment of Fair Housing, and CAPER, as well as any substantial amendments to the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, Assessment of Fair Housing, and the CAPER. Lee County will take reasonable action to ensure

meaningful participation among all residents, especially low and moderate income, minority and non-English speaking persons, as well as persons with disabilities. Participation of residents of public and assisted housing, including any resident advisory boards, resident councils, and resident management corporations will be encouraged through cooperation with public housing agencies. Lee County shall provide information regarding the Assessment of Fair Housing to public housing agencies to ensure that the public housing agencies can make such information available at required public hearing(s).

NOTICES, REQUESTS FOR INFORMATION, AND ACCESS TO RECORDS:

Lee County will provide reasonable access to public meetings. Lee County will post timely notice of such meetings at the Lee County Administration Building and on Lee County public service television or other media accessible to persons with disabilities including persons with visual impairments. In addition, Lee County will publish public notices of all official public hearings in a newspaper of general circulation and on the Lee County website approximately 14 days before the scheduled hearing. Notices will be sent to organizations serving multi-cultural persons who are homeless, disabled, youth, elderly, affected HIV/AIDS and their families, low-income advocates and other special needs organizations and individuals upon request. Printed and media notices will indicate the date, time, location, and topics to be discussed. Upon request, Lee County will supply written documents converted into alternative non-written formats.

All entitlement grant records and program information relating to the Assessment of Fair Housing, Consolidated Plan, and Annual Action Plans during the preceding 5 years will be available for review by residents, public agencies, and other interested parties, during normal business hours at the Lee County Department of Human Services or on Lee County's website. The Lee County Department of Human Services is accessible to persons with disabilities and easily reached by public and private modes of transportation. All Requests for Information by residents will be subject to applicable federal, state, and local laws regarding personal privacy and obligations of confidentiality. Printed copies and computer disk copies of the Consolidated Plan, Annual Action Plan, Assessment of Fair Housing, and the CAPER will be available at the Lee County Department of Human Services.

DEVELOPMENT OF THE CONSOLIDATED PLAN/ANNUAL ACTION PLAN/ASSESSMENT OF FAIR HOUSING:

Lee County will hold two public hearings per year to obtain resident's views and to respond to proposals and questions at two different stages of the program year. Together, the two public hearings will address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing, and review of program performance. A second public hearing will be held to review the proposed Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing. Hearings will be held at times and locations convenient to Plan beneficiaries.

Lee County will notify the public by publishing advertisements in one or more local newspapers of general circulation and posting public notices regarding the development of the Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing and the holding of the two public hearings. The advertisements and posted notices will describe the amount of assistance Lee County expects to receive in grant funds and program income, the range of activities anticipated, the estimated amount benefiting low and moderate-income persons, Lee County's plans to minimize displacement/relocation of individuals affected by any anticipated community improvement projects, and the types of assistance Lee County will offer, or will require others to make available to any persons displaced or relocated.

Lee County will publish its proposed Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing so affected residents will have sufficient opportunities to review and provide comment. A

summary of the proposed plan, assessment, or amendment will be published in one or more local newspapers of general circulation along with the locations of the complete plan. The Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing will be made available at the Lee County Department of Human Services and on the Lee County website, which is accessible through any internet connection, including those at public libraries. Lee County will provide a reasonable number of free copies to those requesting it (one per resident or one per agency/business). Lee County will give all interested residents a 30-day public review period. Lee County will consider any comments or views received in writing or orally, at public hearings, in preparing the final Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing. A summary of accepted comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing.

Any HUD-provided data and other supplemental information that Lee County plans to incorporate in the development of the Assessment of Fair Housing, Consolidated Plan, or Annual Action Plans will be made available to the public, resident, public agencies, and other interested parties at the start of the public participation process (or as soon as feasible after). HUD-provided data may be made available by cross-referencing data on HUD's website.

AMENDMENTS:

Lee County shall amend its approved Annual Action Plan whenever one of the following decisions is made:

1. To make a change in its allocation priorities or a change in the method of distribution of funds;
2. To carry out an activity using funds from any program covered by the approved Consolidated Plan not previously described in the Annual Action Plan;
3. To change the purpose, scope, location, or beneficiaries of an activity;

Notice of the amendments will be posted on the Lee County website, which is accessible through any internet connection, including those at public libraries. The amendments will be signed by the Lee County official representative authorized to take such action, and Lee County shall notify HUD that the amendment has been made.

SUBSTANTIAL AMENDMENTS:

A substantial amendment to the Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing is defined as follows:

1. Any change in the use of CDBG funds from one eligible activity to another;
2. Cumulative transfers among projects which exceed or expected to exceed 10 percent of the current total approved budget;
3. A material change occurs. A material change is a change in circumstances within Lee County that affects the information on which the Assessment of Fair Housing is based to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the Assessment of Fair Housing no longer reflect actual circumstances. Examples include Presidentially declared disasters, under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*), that are of such a nature as to significantly impact the steps a program participant may need to take to affirmatively further fair housing; significant demographic changes; new significant contributing factors in the participant's jurisdiction; and civil rights findings, determinations, settlements (including Voluntary Compliance Agreements), or court orders; or
4. Upon HUD's written notification specifying a material change that requires the revision.

Continued

Substantial amendments are subject to the resident participation process. Therefore, a public notice of the proposed substantial amendment will be issued and will allow for a 30 day public comment period. Notice of the amendments will be posted on the Lee County website, which is accessible through any internet connection, including those at public libraries. Comments or views received will be considered in preparing the substantial amendment. A summary of the comments or views and Lee County's responses will be included with the final substantial amendment to the Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing. After completion of the public comment period, the substantial amendment will be signed by the official representative authorized to take such action. Lee County shall then notify HUD that the amendment has been made.

CAPER:

Lee County will provide residents with reasonable notice and an opportunity to comment on the CAPER. Lee County will give residents a 15-day public review period. Comments will be received at the Lee County Department of Human Services. Lee County will consider any comments or views received in writing or orally, in preparing the CAPER. A summary of these comments or views shall be attached to the CAPER.

TECHNICAL ASSISTANCE:

Groups representative of low and moderate income residents may request technical assistance to comment on the Consolidated Plan, Annual Action Plan, Assessment of Fair Housing, and the CAPER, or to develop funding proposals to strengthen community-based development organizations within the objectives of the Consolidated Plan. The Lee County Department of Human Services will supply reasonable assistance in the form of staff presentations, informational handouts, research of a specific issue, or other short-term efforts. This staff assistance does not include the provision of funds to the requestor groups.

PROVISION FOR NON-ENGLISH SPEAKING RESIDENTS AND PERSONS WITH SPECIAL NEEDS:

Upon public request and subject to the availability of non-English general circulation newspapers, public notices will be published 14 calendar days prior to a public hearing in local newspaper(s) read by non-English speaking populations. If the Lee County Department of Human Services staff has determined that a significant number of non-English speaking residents are expected at a public hearing or meeting, an interpreter and/or other appropriate provisions will be made. Persons needing this assistance will be asked to submit a request in writing to the Lee County Department of Human Services for these services at least five (5) working days in advance of the meeting/hearing.

REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES:

Lee County will make reasonable accommodations for persons with disabilities. All public meetings and hearings will be held in locations accessible to all persons with disabilities. Upon request a sign language interpreter and/or other appropriate provisions will be made. Persons needing this assistance will be asked to submit a request to the Lee County Department of Human Services for these services at least five (5) working days in advance of the meeting/hearing.

ANTI-DISPLACEMENT:

Lee County will follow HUD regulations and its local anti-displacement policies so that displacement is minimized and if displacement is necessary, persons displaced will be provided with the types and levels of assistance as required by federal regulations.

COMPLAINT AND APPEAL PROCEDURES:

The Lee County Board of County Commissioners will hear complaints or grievances from residents

regarding the development of the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, Assessment of Fair Housing and CAPER, as well as any substantial amendments to the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, Assessment of Fair Housing, and the CAPER.

Written complaints will be addressed to the Lee County Department of Human Services, 2440 Thompson Street, Fort Myers, FL 33901. The complaint will clearly state what the activity of program is, the nature of the complaint or grievance, and the name, address, and day and evening telephone numbers of the person filing the complaint. Upon receipt of a complaint, the Lee County Department of Human Services will prepare a written substantive, response to the complainant within 15 working days, whenever practical. If necessary, complaints or grievances will be heard in a timely fashion by the Lee County Board of County Commissioners.

RESOLUTION 28 - 17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL APPROVING THE CITY OF CAPE CORAL CITIZEN PARTICIPATION PLAN FOR UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ENTITLEMENT PROGRAMS IN ACCORDANCE WITH 24 CFR 91.105; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States Department of Housing and Urban Development (HUD), as provided under Title I of the Cranston-Gonzalez National Affordable Housing Act, and within 24 CFR, Parts 91 and 570, requires all entitlement municipalities to prepare a Consolidated Plan, Annual Action Plan, Assessment of Fair Housing and Consolidated Annual Performance Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) Program; and

WHEREAS, the US Department of Housing and Urban Development recently published a final Rule at 24 CFR Part 5 regarding grantee's obligations to Affirmatively Further Fair Housing to set forth a meaningful and transparent process to identify and understand local and regional fair housing issues, set goals for improving fair housing choice and access to opportunity; and

WHEREAS, the Citizen Participation Plan requirements in 24 CFR 91.105 have been revised to accommodate the new Assessment of Fair Housing process; and

WHEREAS, the City has revised its Citizen's Participation to reflect these new requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby approves the revised City of Cape Coral Citizen Participation Plan, attached hereto and incorporated by reference.

Section 2. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR COUNCIL SESSION THIS 6th DAY OF March, 2017.


MARNI L. SAWICKI, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

SAWICKI Aye
BURCH Aye
CARIOSCIA Aye
STOUT Excused

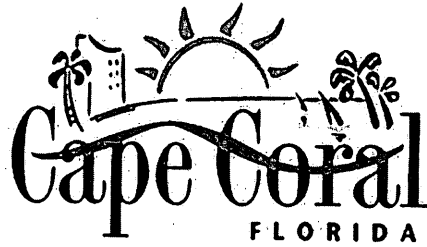
LEON Aye
ERBRICK Aye
WILLIAMS Aye
COSDEN Aye

ATTESTED TO AND FILED IN MY OFFICE THIS 21st DAY OF March, 2017.


REBECCA VAN DEUTEKOM,
CITY CLERK

APPROVED AS TO FORM:


DOLORES D. MENENDEZ
CITY ATTORNEY



Citizen Participation Plan

US Department of Housing and Urban
Development Entitlement Programs

Resolution 28-17

Department of Community Development
Planning Division
PO Box 150027
Cape Coral, FL 33915-0027

City of Cape Coral Citizen Participation Plan

PURPOSE/SCOPE:

To meet HUD requirements for the Consolidated Plan for HUD entitlement programs and the Assessment of Fair Housing, which require a written Citizen Participation Plan that sets forth City of Cape Coral's policies and procedures for a meaningful and transparent resident participation process.

SCOPE OF CITIZEN PARTICIPATION:

The City of Cape Coral's citizen participation process is implemented in accordance with 24 CFR 91.105 which describes the standards for local government's Citizen Participation Plans. The City has determined the best practices that allow for meaningful input from low and moderate income residents who are the primary clients for HUD programs. All interested parties will be afforded adequate opportunity to review and comment on the development and implementation of the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, Assessment of Fair Housing and Consolidated Annual Performance and Evaluation Report (CAPER), and any substantial amendments to these documents. The City will make the development of the above items public. Residents will be provided with reasonable and timely access to public meetings and hearings.

CITIZEN ADVISORY BOARD:

The City of Cape Coral created the Citizen Advisory Board in the spirit of the CDBG regulations, to provide increased accountability to the public, as well as encouragement for active participation. The Citizen Advisory Board is established in Ordinance 71-1988, as amended.

The Citizen Advisory Board is a five (5) member body that contributes and facilitates public participation by helping with the identification of housing and community development needs; the establishment of priorities relating to those needs; proposed activities and projects to address urgent issues; and, suggestions for the amount of funding to be allocated to those activities.

Participation in the Citizen Advisory Board will be representative of the many facets of our community including the elderly, handicapped, religious organizations, low and moderate-income families and minority members of our community.

All Citizen Advisory Board meetings shall be open to the public, advertised as described above and provisions will be provided for citizen comments.

All meetings will be held in central locations that are easily accessible and will be held at a time convenient to the general public.

The Citizen Advisory Board shall designate a Chair and Vice-Chair, who in cooperation with City staff, will establish an agenda, lead discussions, schedule meetings and promote citizen input. City staff will provide the Citizen Advisory Board updates regarding the implementation of the program, monthly performance updates and relevant information prior to meeting dates.

The Citizen Advisory Board shall formulate recommendations regarding the allocation of funding, including program income and forward such recommendations to the City Council

for formal adoption.

ENCOURAGING PUBLIC PARTICIPATION:

Residents, businesses, developers, local and regional institutions, philanthropic organizations, non-profit organizations, community-based and faith based organizations and other interested parties will be encouraged to participate in the development and implementation of the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, Assessment of Fair Housing, and CAPER and any substantial amendments to these documents. Cape Coral will take reasonable action to ensure meaningful participation among all residents, especially low and moderate income, minority and non-English speaking persons, as well as persons with disabilities. Participation of residents of public and assisted housing, including any resident advisory boards, resident councils, and resident management corporations will be encouraged through cooperation with public housing agencies. The City will provide information regarding the Assessment of Fair Housing to public housing agencies to ensure that the public housing agencies can make such information available at required public hearing(s).

NOTICES, REQUESTS FOR INFORMATION, AND ACCESS TO RECORDS:

The City of Cape Coral will provide reasonable access to public meetings. The City will post timely notice of such meetings on the calendar of official city meetings. In addition, The City will publish public notices of all official public hearings in a newspaper of general circulation and on the City website approximately 14 days before the scheduled hearing. Notices will be sent to organizations serving multi-cultural persons who are homeless, disabled, youth, elderly, affected HIV/AIDS and their families, low-income advocates and other special needs organizations and individuals upon request. Printed and media notices will indicate the date, time, location, and topics to be discussed. Upon request, the City will supply written documents converted into alternative non-written formats.

All entitlement grant records and program information relating to the Assessment of Fair Housing, Consolidated Plan, and Annual Action Plans during the preceding 5 years will be available for review by residents, public agencies, and other interested parties, during normal business hours at the Department of Community Development. All Requests for Information by residents will be subject to applicable federal, state, and local laws regarding personal privacy and obligations of confidentiality. Printed copies and electronic copies of the Consolidated Plan, Annual Action Plan, Assessment of Fair Housing, and the CAPER will be available at the Department of Community Development upon request.

DEVELOPMENT OF THE CONSOLIDATED PLAN/ANNUAL ACTION PLAN/ASSESSMENT OF FAIR HOUSING

The City will hold two public hearings per year to obtain resident's views and to respond to proposals and questions at two different stages of the program year. The first will address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing and review of program performance. The second public hearing will be held to review the proposed Consolidated Plan, Annual Action Plan, and/or Assessment of Fair Housing. Hearings will be held at times and locations convenient to Plan Beneficiaries.

The City will notify the public by publishing advertisements in one or more local newspapers of general circulation and posting public notices regarding the development of the Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing and the holding of the two public hearings. The advertisements and posted notices will describe

the amount of assistance City expects to receive in grant funds and program income, the range of activities anticipated, the estimated amount benefiting low and moderate-income persons.

The City will publish a Notification of Availability for the proposed Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing so affected residents will have sufficient opportunities to review and provide comment. The Notification of Availability will include summary of the proposed plan, assessment, or amendment will be published in one or more local newspapers of general circulation along with the locations of the complete plan. The Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing will be made available at the Department of Community Development and on the City of Cape Coral website, which is accessible through any internet connection, including those at public libraries. The City will provide a reasonable number of free copies to those requesting it (one per resident or one per agency/business). The City will give all interested residents a 30-day public review period. The City consider any comments or views received in writing or orally, at public hearings, in preparing the final Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing. A summary of accepted comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing.

Any HUD-provided data and other supplemental information that the City plans to incorporate in the development of the Assessment of Fair Housing, Consolidated Plan, or Annual Action Plans will be made available to the public, resident, public agencies, and other interested parties at the start of the public participation process (or as soon as feasible after). HUD-provided data may be made available by cross-referencing data on HUD's website.

AMENDMENTS:

The City shall amend its approved Annual Action Plan whenever one of the following decisions is made:

1. To make a change in its allocation priorities or a change in the method of distribution of funds;
2. To carry out an activity using funds from any program covered by the approved Consolidated Plan not previously described in the Annual Action Plan;
3. To change the purpose, scope, location, or beneficiaries of an activity.

Notice of the amendments will be posted on the City website, which is accessible through any internet connection, including those at public libraries. The amendments will be signed by the City official representative authorized to take such action, and the City shall notify HUD that the amendment has been made.

SUBSTANTIAL AMENDMENTS:

A substantial amendment to the Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing is defined as follows:

1. Any change in the use of CDBG funds from one eligible activity to another;
2. A material change occurs. A material change is a change in circumstances within Cape Coral that affects the information on which the Assessment of Fair Housing is based to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the Assessment of Fair Housing no longer reflect actual circumstances. Examples include Presidentially declared disasters, under title IV

of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), that are of such a nature as to significantly impact the steps a program participant may need to take to affirmatively further fair housing; significant demographic changes; new significant contributing factors in the participant's jurisdiction; and civil rights findings, determinations, settlements (including Voluntary Compliance Agreements), or court orders; or

3. Upon HUD's written notification specifying a material change that requires the revision. Substantial amendments are subject to the resident participation process. Therefore, a public notice of the proposed substantial amendment will be issued and will allow for a 30 day public comment period. Notice of the amendments will be posted on the City of Cape Coral website, which is accessible through any internet connection, including those at public libraries. Comments or views received will be considered in preparing the substantial amendment. A summary of the comments or views and the City's responses will be included with the final substantial amendment to the Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing. After completion of the public comment period, the substantial amendment will be signed by the official representative authorized to take such action. They shall then notify HUD that the amendment has been made.

CHANGES TO CITIZENS PARTICIPATION PLAN:

This Citizen Participation Plan can be changed only after the public has been notified of the intent to modify it, and only after the public has had a reasonable chance to review and comment on proposed substantive changes or during the regular consolidated planning process which provides for proper public noticing.

CAPER:

The City of Cape Coral will provide residents with reasonable notice and an opportunity to comment on the CAPER. The City will give residents a 30 day public review period. Comments will be received at the Department of Community Development. The City will consider any comments or views received in writing or orally, in preparing the CAPER. A summary of these comments or views shall be attached to the CAPER.

TECHNICAL ASSISTANCE:

Groups representative of low and moderate income residents may request technical assistance to comment on the Consolidated Plan, Annual Action Plan, Assessment of Fair Housing, and the CAPER, or to develop funding proposals to strengthen community-based development organizations within the objectives of the Consolidated Plan. The City will supply reasonable assistance in the form of staff presentations, informational handouts, research of a specific issue, or other short-term efforts. This staff assistance does not include the provision of funds to the requestor groups.

PROVISION FOR NON-ENGLISH SPEAKING RESIDENTS AND PERSONS WITH SPECIAL NEEDS:

Upon public request, and subject to the availability of non-English general circulation newspapers, public notices will be published 14 calendar days prior to a public hearing in local newspaper(s) read by non-English speaking populations. If the Department of Community Development has determined that a significant number of non-English speaking residents are expected at a public hearing or meeting, an interpreter and/or other appropriate provisions will be made. Persons needing this assistance will be asked to submit a request for these services to the City Clerk's Office and/or Department of Community Development at least five (5) working days in advance of the meeting/hearing.

REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES:

The City of Cape Coral will make reasonable accommodations for persons with disabilities. All public meetings and hearings will be held in locations accessible to all persons with disabilities. Upon request a sign language interpreter and/or other appropriate provisions will be made. In accordance with the Americans with Disabilities Act and Section of 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in hearings should contact the Office of the City Clerk at least forty-eight (48) hours prior to the meeting. If hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TDD) or 1-800-955-8770 (v) for assistance.

ANTI-DISPLACEMENT:

In cases where the actions of the City of Cape Coral's use of federal CDBG grant dollars results in the displacement of residents, the City will implement its anti-displacement relocation plan and make all plans available for public comment. Such plans resulting in displacement of city residents shall include a plan for compensation of persons actually displaced as a result of the use of these funds, specifying the type and amount of compensation. The City of Cape Coral has established Ordinance 41-1989 to provide for the protection of displaced low and moderate-income household.

COMPLAINTS:

Written complaints from the public will receive a meaningful review and a written reply within fifteen (15) working days from receipt of the complaint.

City staff will be available during regular business hours, to assist persons in addressing concerns. All complaints shall be logged and addressed by Department of Community Development staff.



Community Development Block Grant Program

Citizen Participation Plan 2015-2019

Mayor: Randall P. Henderson, Jr.
Councilwoman: Teresa Watkins Brown
Councilman: Johnny W. Streets, Jr.
Councilwoman: Terolyn P. Watson
Councilman: Michael A. Flanders
Councilman: Forrest Banks
Councilman: Gaile H. Anthony
City Manager: Saeed Kazemi, P.E.

Prepared by:
City of Fort Myers
Community Development Department
1825 Hendry Street, Suite 101
Fort Myers, Florida 33901

August 15, 2014
Revised May 1, 2017

City of Fort Myers Five Year Consolidated Plan Citizen Participation Plan

Pursuant to regulations of the United States Department of Housing and Urban Development (HUD) emanating from the Housing and Community Development Act of 1974, 1987 and 24 CFR Part 91.100 – Citizen Participation and Consultation, the City of Fort Myers has created a Citizen Participation Plan to incorporate provisions that affect the Community Development Block Grant (CDBG) program. It contains five sections:

- Purpose of the citizen participation plan
- Citizen participation opportunities
- Access to records
- Complaints
- Criteria for substantial amendments
- Anti-displacement and Relocation Plan

I. Purpose of the Citizen Participation Plan

The purpose of the Citizen Participation Plan is to identify and set forth guidelines that the City of Fort Myers Community Development Department will follow to ensure that citizens of Fort Myers are adequately aware of programs/activities that are funded by the United States Department of Housing and Urban Development (HUD). The Citizen Participation Plan will address the time frame and manner citizens will be informed and encouraged to participate in the planning process for the expenditure of Community Development Block Grant (CDBG) funds. This plan will also address how citizens will participate in the development of the Five Year Consolidated Plan, Assessment of Fair Housing, Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER).

The Five Year Consolidated Plan

The Consolidated Plan is a five year plan that discusses strategies to address community needs, priorities, and proposed activities. The plan is due August 15 every five years.

The Assessment of Fair Housing

The Assessment of Fair Housing is a five year plan that outlines strategies to affirmatively promote equal housing opportunities throughout the City. The plan is due August 15 every five years.

The Annual Action Plan

The Annual Action Plan is a yearly update of the Consolidated Plan where specific projects are identified for that fiscal year funding. The plan is due annually by August 15.

The Consolidated Annual Performance Report (CAPER)

The CAPER is an annual summary that discusses the accomplishments of projects funded the previous fiscal year. The CAPER also discusses the amount of funds budgeted for each project, expenditures, demographic information of beneficiaries,

homeless data, and other information pertinent to that fiscal year. The plan is due December 31.

Consultation Activities

The City of Fort Myers Local Affordable Housing Advisory Committee will provide comments on the draft City of Fort Myers Five Year Consolidated Plan and the Annual Action Plan, including needs and proposed strategies, actions, and projects. Additionally, the City will inform public and private agencies that provide housing, health, and social services information about community meetings and public hearings.

II. Citizen Participation Opportunities

The City of Fort Myers urges citizens to voice their concerns and share their ideas concerning the programming of Federal funds. The City welcomes comments and suggestions regarding the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER).

To encourage citizen participation, the City of Fort Myers will undertake the following activities each year:

- Hold at least two public hearings/meetings during the program year to garner citizen comments on the needs, strategies, actions, projects, and performance
- Offer a comment period, not less than thirty (30) days, on the draft versions of the City of Fort Myers Consolidated Plan, Assessment of Fair Housing, Annual Action Plan, and CAPER
- Distribute copies of the draft of the City of Fort Myers Consolidated Plan, Assessment of Fair Housing, Annual Action Plan, and CAPER for citizen review
- Publish copies of the Consolidated Plan, Assessment of Fair Housing, Annual Action, and CAPER on the City of Fort Myers Housing website
- Provide special accommodations to residents upon request

A more detailed description of the citizen participation activities are found below:

Public Hearings

The City of Fort Myers will hold at least two public hearings per year to obtain City Council and public comments on needs, strategies, actions, projects, and performance. One Public Hearing will be held prior to submittal of the Annual Action Plan and the other prior to submittal of the CAPER. Additional Public Hearings may be held if an amendment is needed. Comments from individuals or groups received in writing or at the public hearing will be considered and included in the plans.

Public Meetings

The City will work with community and neighborhood-based organizations to foster citizen involvement of the residents they serve. The City hold meetings in the neighborhoods of the City Census Tracts primarily served with CDBG funds. To encourage the participation of public housing residents, the City will notify the City of Fort Myers Housing Authority about the meetings, and hold at least one hearing in a public housing community or in a place convenient to one or more public housing communities. Subrecipients are required to attend public meetings and

public hearing if warranted. Comments from individuals or groups received in writing or at the public meeting will be considered and included in the plans.

Public Meetings round #1: Proposed Needs, Strategies, and Projects

The City will hold the first round of public meetings (including the required public hearing) no later than a month before the City of Fort Myers Consolidated Plan (including the Annual action Plan) and Assessment of Fair Housing is due to be submitted to the U.S. Department of Housing and Urban Development. Subrecipients are required to attend Public Meetings.

The public hearing will contain a discussion of the following items:

- The amount of assistance the City expects to receive in the coming program year for the CDBG program, including program income
- The range of activities that may be undertaken, including the estimated amount that will benefit low-and moderate-income persons
- The priority needs in the Consolidated Plan
- The five-year strategies in the Consolidated Plan designed to address priority needs
- A discussion of the programs or activities that are proposed to be funded

Public Meetings Round #2: Performance

The City will hold the second round of public meetings (including the required public hearing) no later than a month before the Fort Myers Consolidated Annual Performance Report (CAPER) is due to be submitted to the U.S. Department of Housing and Urban Development. Subrecipients are required to attend Public Meetings.

The public hearing will contain a discussion of the following items:

- The amount of assistance the City received for the CDBG program (including program income) during the previous program year.
- The priority needs in the Consolidated Plan.
- The five-year strategies in the Consolidated Plan and Assessment of Fair Housing designed to address those needs.
- The progress made carrying out the activities and projects in the previous year's Annual Action Plan.

The City will hold public meetings at times and locations convenient to potential beneficiaries, and with accommodation for persons with disabilities. Formal public hearings will be held during City Council meetings in the City Hall.

The public hearing notice will request persons with disabilities and persons in need of transportation assistance to notify the City so that it may make appropriate arrangements. When the City expects a significant number of non-English speaking residents to attend, a translator may be available, upon request, if one is available. For special requests, residents may contact HRE at (239) 321-7968 with any requests.

Public Comment Period

To provide citizens with more opportunities to provide input into the Citizen Participation Plan, Five Year Consolidated Plan, Assessment of Fair Housing, Annual Action Plan and CAPER, the City will provide the following public comment periods:

- Citizens may comment on the Citizen Participation Plan for 30 days, sometime prior to Public hearing
- Citizens may comment on the Five Year Consolidated Plan for 30 days, sometime prior to Public hearing
- Citizens may comment on the Annual Action Plan for 30 days, sometime prior to Public hearing
- Citizens may comment on the Consolidated Annual Performance and Evaluation Report for 30 days, sometime prior to Public hearing

To make comments on these documents, citizens may:

- Call Housing and Real Estate Division at (239) 321-7968
- Write to "Citizen comments," care of City of Fort Myers Housing and Real Estate Division, 1825 Hendry Street, Suite 101, Fort Myers, FL 33901 (citizens may also drop off comments to this address)
- E-mail comments to housing@cityftmyers.com
- Attend the public hearing and public meetings described above. The participation of all citizens, including minorities and non-English speaking persons, persons with disabilities and residents of public and assisted housing developments is strongly encouraged

The City will provide citizens with reasonable opportunities for public comment. The City will advertise a public notice concerning the availability of these documents in the public notice section of the local newspaper and other neighborhood/local newspapers (if available) the first day of the public comment period.

The City will make copies of plans available at its Community Development Department office, City website and at the following library locations:

- Fort Myers – Lee County Public Library, 2450 First Street. Fort Myers, Florida
- Dunbar Jupiter Hammon Public Library, 3095 Blount St. Fort Myers, Florida

Upon request, the City will make the Five Year Consolidated Plan and Assessment of Fair Housing available in a format accessible to persons with disabilities. Persons with a hearing impairment may call (239) 332-2541. Non-English speaking residents and sight-impaired individuals may call City of Fort Myers at (239) 321-7035 to arrange for translated material. Within the Five Year Consolidated Plan, Assessment of Fair Housing, Annual Action Plan and CAPER, HRE will include a summary of citizen comments regarding each document and its response to them.

Amendments to the Five Year Consolidated Plan

The Consolidated Plan regulations (§91.505) require City of Fort Myers to amend its approved Consolidated Plan whenever it makes one of the following decisions:

1. To change allocation priorities or change the method of distributing funds that was not previously discussed in the Consolidated Plan.
2. To carry out an activity, using CDBG (including program income), not previously described in the Annual Action Plan.
3. To change the purpose, scope, location, or beneficiaries of an activity previously approved in an Annual Action Plan.

Upon completion, the City will make the amendment public and will notify HUD that an amendment was made. The City will ensure that all amendments are contained in the Consolidated Annual Performance and Evaluation Report submitted to HUD after the end of the program year. The City of Fort Myers reserves the right to make non-substantive changes to the Consolidate Plan without opening a public comment period.

The table on the following page summarizes the public hearing and public notice requirements for each CDBG plan or report.

CDBG Public Hearing Notice Summary

<i>Type of document</i>	<i>Public Community Meetings</i>	<i>Legal Notices</i>	<i>Others notices and information resources for public</i>	<i>Location of Plans for public review</i>
Combined Five Year Consolidated Plan	2 Community Meetings and 1 Public Hearing	Clerk's Office will run one legal notice in newspaper at least 30 days prior to Public Hearing advertising Public Hearing and 30 day Public Comment period	Notification of community meetings will be provided to residents at least 10-14 days prior to the meeting by one of the following: flyers, postcards, water bill inserts, local newspaper, community newspapers and advertisement to the City website.	Copies of the plan will be provided on the City website, Downtown Library, Dunbar-Jupiter Library, and in the Community Development Department
Consolidated Plan Amendments	1 Public Hearing	Clerk's Office will run one legal notice in newspaper at least 30 days prior to Public Hearing and 30 day Public Comment period	Public Hearing will be advertised on City website local newspaper, community newspapers	Copies of the plan will be provided on the City website, Downtown Library, Dunbar-Jupiter Library, and in the Community Development Department
Annual Action Plan	2 Community Meetings and 1 Public Hearing	Clerk's Office will run one legal notice in newspaper at least 30 days prior to Public Hearing advertising Public Hearing and 30 day Public Comment period	Notification of community meetings will be provided to residents at least 10-14 days prior to the meeting by one of the following: flyers, postcards, water bill inserts, local newspaper, community newspapers and advertisement to the City website.	Copies of the plan will be provided on the City website, Downtown Library, Dunbar-Jupiter Library, and in the Community Development Department
Annual Action Plan Amendments	1 Public Meeting	Clerk's Office will run one legal notice in newspaper at least 30 days prior to Public Meeting and 30 day Public Comment period	Public Meeting will be advertised on City website and local newspaper	Copies of the plan will be provided on the City website, Downtown Library, Dunbar-Jupiter Library, and in the Community Development Department
Consolidated Annual Performance and Evaluation Report	2 Community Meetings and 1 Public Hearing	Clerk's Office will run one legal notice in newspaper at least 15 days prior to Public Hearing advertising Public Hearing and 15 day Public Comment period	Notification of community meetings will be provided to residents at least 10-14 days prior to the meeting by one of the following: flyers, postcards, water bill inserts, local newspaper, community newspapers and advertisement to the City website.	Copies of the plan will be provided on the City website, Downtown Library, Dunbar-Jupiter Library, and in the Community Development Department
Assessment of Fair Housing	1 Public Hearing	Clerk's Office will run one legal notice in newspaper at least 30 days prior to Public Hearing advertising Public Hearing and 30 day Public Comment period	Public Hearing will be advertised on City website and local newspaper	Copies of the plan will be provided on the City website, Downtown Library, Dunbar-Jupiter Library, and in the Community Development Department
Section 108 Loan	2 Public Hearings	Clerk's Office will run one legal notice in newspaper at least 15 days prior to Public Hearing advertising Public Hearing and 15 day public comment period	Public Hearing will be advertised on City website and local newspaper	Copies of plan will be provided on the City website, Downtown Library, Dunbar-Jupiter Library, and in the Community Development Department

*All Legal Notices are advertised in the local newspaper, which is a local daily newspaper.
 *All Legal Notices contain information on the locations to review plans.

III. Access to Records

Citizens, public agencies, and other interested parties may review information and records relating to the Consolidated Plan. To locate records and arrange space for viewing, the City will request a written notice two (2) days before review. Reviews of records that are at least two (2) years old will require a 5-day notice. Requests for multiple copies of the same documents may be subject to a per-page copying charge of ten cents.

Written requests may be received via email at housing@cityftmyers.com or through mail at City of Fort Myers Housing and Real Estate Division, 1825 Hendry Street, Suite 101, Fort Myers, FL 33901.

Technical Assistance

Upon request, the City will provide technical assistance to organizations that wish to develop proposals for funding assistance under any programs covered by the Consolidated Plan. The City of Fort Myers will especially encourage group representatives of persons of extremely low to moderate-income persons to request technical assistance. The City will determine the level and type of technical assistance required.

IV. Complaints

The City will provide a substantive written response to every written citizen complaint related to the Citizen Participation Plan, the Consolidated Plan, Annual Action Plan, Substantial Amendments, and the CAPER within 15 working days. To lodge a formal complaint, write to "Complaints," City of Fort Myers Housing and Real Estate Division, 1825 Hendry Street, Fort Myers, FL 33901.

V. Criteria for Substantial Amendment

The Consolidated Plan regulations consider certain amendments to be *substantial amendments* that require a public comment period and additional citizen participation. The City of Fort Myers defines a *substantial amendment* as changes in the use of CDBG funds, in excess of 30%, from one eligible activity to another, planned or actual (§91.105 (c)(1)).

If the City should need to make a substantial amendment to its approved Consolidated Annual Plan, the City will provide a 15 day comment period before it implements the amendment. The City will also hold a Public Hearing on any substantial amendment(s). To provide reasonable notice to the public, the City will publish a notice of the change in the local newspaper and other neighborhood/local newspapers (if available) at least three days before the beginning of the citizen comment period for the amendment(s).

The City will also distribute information on the substantial amendment(s) to:

- Local Affordable Housing Advisory Committee.
- The Lee County Coalition for the Homeless if the substantial change involves a homeless strategy, objective, activity, or project.
- At the Fort Myers Downtown and Dunbar Jupiter Hammon public libraries.
- City website.

In finalizing the substantial amendment, the City of Fort Myers will consider any written or verbal citizen comments received at the public hearing. The City will attach a summary of comments (including a summary of any comments not accepted and the reasons it did not accept them) to the substantial amendment. Please see an earlier section of this Citizen Participation Plan for information about where to send comments.

VI. Section 108 Loan Citizen Participation Plan

The City of Fort Myers has developed this citizen participation plan, which will be applicable only if the City applies for the CDBG Section 108 Guaranteed Loan Funds. HUD regulations state that the Section 108 Loan Citizen Participation Plan may be incorporated into the City's existing citizen participation plan for the Consolidated Plan provided that it complies with the requirements delineated in 24 CFR 570.704 (A) (2). Note that HUD regulations state that the City is not required to hold a separate public hearing for its Consolidated Plan and for the Section 108 Loan process to obtain citizens' views on community development and housing needs. To the extent that it is feasible, it is the City's intent to combine these two processes as allowed by federal regulations.

This Section 108 Loan Citizen Participation Plan sets forth the following policies and procedures to ensure Fort Myers residents and stakeholders are provided an opportunity to provide comments on actions related to a potential Section 108 Loan application and use of such funds:

Notices and Meetings – City of Fort Myers residents and stakeholders will be provided timely notice of local meetings and reasonable and timely access to local meetings, information, and records relating to the City's proposed and actual use of guaranteed loan funds. The City will utilize the same means to provide notices as outlined previously in the Citizen Participation Plan. Information provided will include, but is not limited to:

- The amount of guaranteed loan funds expected to be made available as a result of an application for Section 108 Loan funds, including program income anticipated to be generated by the activities carried out with guaranteed loan funds;
- A list of the range of activities that may be undertaken with guaranteed loan funds;
- The estimated amount of guaranteed loan funds (including program income derived there from) proposed to be used for activities that will benefit low- and moderate-income persons;
- The proposed activities likely to result in displacement and the City's plans, consistent with the policies developed under § 570.606, for minimizing displacement of persons as a result of its proposed activities.

Public Hearings - The City will hold at least two public hearings at a different stage of the application process. Public hearings will be held by the Fort Myers City Council.

- One **Public Hearing** will be held for the purpose of obtaining the views of citizens regarding a proposed application for Section 108 Loan funds.
- A second **Public Hearing** will be held to formulate or respond to proposals and questions.
- Together the hearings will address community development and housing needs, development of proposed activities and review of program performance as they relate to the receipt and use of Section 108 Loan funds.
- At least one hearing will be held before submission of the application to obtain the views of citizens on community development and housing needs as they relate to the application for Section 108 Loan funds.

- Reasonable notice of the hearing will be provided and the hearing will be held at times and locations convenient to potential or actual beneficiaries, with accommodation for the handicapped. The means that will be utilized to notify interested parties of hearing times, locations and potential beneficiaries will be same as outlined previously in the Citizen Participation Plan.
- Language translation services will be provided at meetings, such as public hearings, where a significant number of non-English speaking residents may reasonably be expected to participate.

Substantial Amendments - The City will provide affected residents with reasonable advance notice of, and opportunity to comment on, proposed activities not previously included in a Section 108 Loan application and activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location, or beneficiaries. For the purpose of the Section 108 Guarantee Loan program, the City has determined that following situation(s) will constitute(s) a **substantial change** thus triggering the requirement for a public hearing and 30-day public comment period:

- Changes in the use of Section 108 Loan funds from one proposed eligible type of activity to another that was not identified in the Section 108 Loan application to HUD.
- More than 30% of the Section 108 Loan Fund awarded to the City is reallocated to one or more eligible activities.

Public Comment Period

To provide citizens with more opportunities to provide input into the Section 108 Loan, the City will provide the following public comment periods:

- Citizens may comment on the Section 108 Loan Application for 15 days, sometime prior to Public hearing

To make comments on these documents, citizens may:

- Call the Housing & Real Estate Division at (239) 321-7968
- Hand deliver or write to "Citizen Comments," in care of City of Fort Myers Housing and Real Estate Division, 1825 Hendry Street, Suite 101, Fort Myers, FL 33901.
- E-mail comments to housing@cityftmyers.com
- Attend the public hearing and public meetings described above. The participation of all citizens, including minorities and non-English speaking persons, persons with disabilities and residents of public and assisted housing developments is strongly encouraged

The City will provide citizens with reasonable opportunities for public comment. The City will advertise a public notice concerning the availability of these documents in the public notice section of the local newspaper and other neighborhood/local newspapers (if available) the first day of the public comment period.

The City will make copies of plans available at its Community Development Department office, City website and the following libraries:

- Fort Myers – Lee County Public Library, 2050 Central Avenue, Fort Myers, FL
- Dunbar Jupiter Hammon Public Library, 3095 Blount Street, Fort Myers, FL

Upon request, the City will make the Five Year Consolidated Plan available in a format accessible to persons with disabilities. Persons with a hearing impairment may call (239) 332-2541. Non-English speaking residents and sight-impaired individuals may call City of Fort Myers at (239) 321-7035 to arrange for translated material. Within the Five Year Consolidated Plan, Annual Action Plan and CAPER, H&RE will include a summary of citizen comments regarding each document and its response to them.

Anti-displacement and Relocation Plan

The City of Fort Myers' Citizen Participation Plan must include an Anti-displacement and Relocation Plan that describes how it will help persons who must be temporarily relocated or permanently displaced due to the use of CDBG funds. This plan takes effect whenever City of Fort Myers funds projects that involve the following:

- Property acquisition
- Potential displacement of people from their homes and the need to relocate people (either permanently or temporarily).\
- The demolition or conversion of low- and moderate-income dwelling units.\

Background

Two Acts apply whenever any of the above issues are present: the Uniform Relocation assistance and Real Property Policies Act of 1970 (URA) and Section 104(d) of the Housing and Community Development Act of 1974. Each of these acts places different obligations on the County.

The URA governs the processes and procedures the City must follow to minimize the burden placed on low- and moderate-income tenants, property owners, and business owners who must move (either temporarily or permanently) as the result of a project funded in whole or in part by the CDBG program.

The URA applies to:

1. Displacement that results from acquisition, demolition, or rehabilitation for HUD-assisted projects carried out by public agencies, nonprofit organizations, private developers, or others.
2. Real property acquisition for HUD-assisted projects (whether publicly or privately undertaken).
3. Creation of a permanent easement or right of way for HUD-assisted projects (whether publicly or privately undertaken).
4. Work on private property during the construction of a HUD-assisted project even if the activity is temporary.

What is *Displacement*?

Displacement occurs when a person **moves** as a **direct result** of Federally assisted acquisition, demolition, conversion, or rehabilitation activities, because he or she is:

- Required to move , or
- Not offered a decent, safe, sanitary and affordable unit in the project, or
- Treated “unreasonably” as part of a permanent or temporary move.

A person may also be considered displaced if the necessary notices are not given or provided in a timely manner and the person moves for any reason.

What is a *Displaced Person*?

The term *displaced person* means any person that moves from real property or moves his or her personal property from real property permanently as a direct result of one or more of the following activities:

1. Acquisition of, or written notice of intent to acquire, or initiation of negotiations to acquire, such real property, in whole or in part, for a project
2. Rehabilitation or demolition of such real property for a project
3. Rehabilitation, demolition, or acquisition (or written notice of intent) of all or a part of other real property on which the person conducts a business or farm operation, for a project

The City will offer advisory and financial assistance to eligible tenants (or homeowners) who meet the above definition.

Persons Not Eligible for Assistance

A person is not eligible for relocation assistance under the provisions of the URA if any of the following occurs:

1. The person was evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State, or local law, or other good cause. However, if the person was evicted only to avoid the application of URA, then that person is considered displaced and is eligible for assistance.
2. The person has no legal right to occupy the property under State or local law.
3. The City determines that the person occupied the property to obtain relocation assistance and the HUD Field Office concurs in that determination.
4. The person is a tenant-occupant that moved into the property after a certain date, specified in the applicable program regulation, and, before leasing and occupying the property. The City or its subrecipient provided the tenant-occupant written notice of the application for assistance, the project's impact on the person, and the fact that he or she would not qualify as a “displaced person” because of the project.

5. The person is a tenant-occupant of a substandard dwelling that is acquired or a tenant-occupant of a dwelling unit to which emergency repairs are undertaken and the HUD Miami Field Office concurs that:
 - a. Such repairs or acquisition will benefit the tenant
 - b. Bringing the unit up to a safe, decent, and sanitary condition is not feasible
 - c. The tenant's new rent and average estimated monthly utility costs will not exceed the greater of: the old rent/utility costs or 30 percent of gross household income
 - d. The project will not impose any unreasonable change in the character or use of the property
6. The person is an owner-occupant of the property who moves because of an arm's length acquisition.
7. The City or its subrecipient notifies the person that they will not displace him or her for the project.
8. The person retains the right of use and occupancy of the real property for life following the acquisition.
9. The City determines that the person is not displaced as a direct result of the acquisition, rehabilitation, or demolition for the project and that HUD Miami Field Office concurs in the determination.

Minimizing Displacement

As a general philosophy, the City will take reasonable steps to minimize displacement occurring as a result of its CDBG activities. This means that the City will:

- Consider if displacement will occur as part of funding decisions and project feasibility determinations
- Assure, whenever possible that occupants of buildings to be rehabilitated are offered an opportunity to return
- Plan substantial rehabilitation projects in "stages" to minimize displacement
- Meet all HUD notification requirements so that affected persons do not move because they have not been informed about project plans and their rights

Anti-Displacement Policy:

The City's policy is to minimize, to the greatest extent feasible, the displacement, whether permanently or temporarily, of persons (families, individuals, businesses, nonprofit organizations, or farms) from projects funded with CDBG involving single- or multifamily rehabilitation, acquisition, commercial rehabilitation, demolition, economic development, or capital improvement activities.

Projects that the City deems beneficial, but that may cause displacement, may be recommended and approved for funding only if the City or its subrecipient demonstrates that such displacement is necessary and vital to the project and that efforts are being taken to reduce the number of persons displaced. Further, must clearly demonstrate that the goals

and anticipated accomplishment of a project outweigh the adverse effects of displacement imposed on persons who must relocate.

Displacement Assistance

Consistent with the goals and objectives of the CDBG program, the City will take all reasonable steps necessary to minimize displacement of persons, even temporarily. If displacement occurs, the City will provide relocation assistance to all persons directly, involuntarily, and permanently displaced according to HUD regulations.

If the City temporarily displaces a low- or moderate-income household, that household becomes eligible for certain relocation payments. The assistance applies to those persons residing in the residence at the time the application is processed and is based on the following procedures:

1. If the structure and its occupants are determined eligible for temporary relocation assistance, the owner-occupants and tenants are eligible for the actual reasonable cost (based on fair market rent) of temporary lodging facilities until the structure is determined habitable by City of Fort Myers' Building Official.
2. The City must approve housing and the Lessor and Lessee must sign a rent agreement before actual rental. Housing must be comparable functionally to the displacement dwelling and decent, safe, and sanitary. This does not mean that the housing must be in comparable size. The term "functionally equivalent" means that it performs the same function, has the same principal features present, and can contribute to a comparable style of living. Approved lodging accommodations include apartments and houses. The City does not reimburse "rental expenses" for living with a friend or family member.
3. Either the City will provide the owner-occupants and tenants a direct payment for moving expenses (to and from temporary housing) and storage costs, or the City will arrange moving and storage of furniture with a moving company. If the City makes a direct payment, complete documentation and receipts are necessary to process claims when storage costs exceed the amount assumed by the direct payment.
4. Damage deposits, utility hookups telephone hookups and insurance costs are not eligible for reimbursement.

The City may pay the cost of relocation assistance from Federal funds or funds available from other sources.

One-For-One Replacement Dwelling Units

The City will generally avoid awarding funds for activities resulting in displacement. However, should the City fund an activity, specific documentation is required to show the replacement of all occupied and vacant dwelling units demolished or converted to another use. The City will assure that relocation assistance is provided as described in 24 CFR 57.606(b)(2).

Before obligating or expending funds that will directly result in such demolition or conversion, the City will make public and submit to the Miami HUD field office the following information in writing:

1. A description of the proposed assisted activity.
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income units.

3. A time schedule for the commencement and completing of the demolition or conversion.
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units.
5. The source of funding and a time schedule for the provision of replacement dwelling units.
6. The basis for concluding that each replacement dwelling unit will remain a low- and moderate-income unit for at least ten years from the date of initial occupancy.

Consistent with the goals and objectives of the CDBG program, the City will take all reasonable steps necessary to minimize displacement of persons from their homes. The City will avoid funding projects that cause displacement of persons or businesses and will avoid funding any project that involves the conversion of low- and moderate-income housing to non-residential purposes.

Decent, Safe and Sanitary Dwelling

The basic definition is found at 49 CFR 24.2(1). The term *decent, safe and sanitary dwelling* means a dwelling that meets the following standards and any other housing and occupancy codes that are applicable. It will:

1. Be structurally sound; weather tight, and in good repair.
2. Contain a safe electrical wiring system adequate for lighting and other devices.
3. Contain a safe heating system capable of sustaining a healthful temperature for the displaced person.
4. Be adequate to accommodate the displaced person. There will be a separate, well lit, ventilated bathroom that provides privacy to the user and contains a toilet, sink and a bathtub or shower, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. There should be a kitchen area that contains a fully usable sink, properly connected to hot and cold water and to a sewage drainage system and adequate space and utility service connections for a stove and refrigerator.
5. Contain unobstructed egress to safe, open space at ground level.
6. For a mobility-impaired person, be free of any barriers that would preclude reasonable ingress, egress, or use of the dwelling by such person. This requirement will be satisfied if the displaced person elects to relocate to a dwelling that he or she selects and the displaced person determines that he or she has reasonable ingress, egress, and the use of the dwelling.
7. Comply with lead-based paint requirements of 24 CFR Part 35.

Real Property Policies

The City and its CDBG fund recipients must follow specific guidelines regarding the acquisition and use of real property funded in whole or in part with CDBG funds.

Use of Real Property

The following standards apply to real property within the recipient's control and acquired or improved, in whole or in part, using CDBG funds. These standards will apply from the date funds are first spent for the property until five years after the project is audited and closed.

1. A recipient may not change the use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient gives affected citizens reasonable notice of, and opportunity to comment on, any such proposed change, and either:
 - The use of such property qualifies as meeting a national objective and is not a building for the general conduct of government
 - The requirements in paragraph #2 below are met
2. If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of property to a use that does not qualify under paragraph #1 above, it may retain or dispose of the property. The City of Fort Myers CDBG program must be reimbursed in the amount of the current fair market value of the property less any portion attributable to expenditures of non-federal funds for the acquisition of and improvements to the property.
3. If the change of use occurs within five years of the project being audited and closed, income from the disposition of the real property will be returned to the City of Fort Myers CDBG program.
4. Following the reimbursement of the federal program pursuant to paragraph #2 of this section, the property is no longer subject to any federal requirements.

Real Property Acquisition

All real property acquisition activities described in this section and funded in whole or in part with CDBG funds and all real property that must be acquired for an activity assisted with Federal funds, regardless of the actual funding source for the acquisition, are subject to the URA (as amended).

What is Real Property Acquisition?

Real property acquisition is any acquisition by purchase, lease, donation, or otherwise, including the acquisition of such interests as rights-of-way and permanent easements.

HUD Handbook 1378 and 49 CFR 24 currently contains such regulations. These regulations detail a standard procedure for acquiring property and methods of determining a purchase price and outline other documents that must be provided to City of Fort Myers before disbursement of funds. These regulations further require the applicant to provide relocation payments and assistance to any business or residential occupant of the property whom the acquisition will displace.

Eligible Activities

The City or its subrecipient may acquire real property for a project using CDBG funds where the proposed use of the acquired property will be an activity that the City can demonstrate as beneficial to low- and moderate-income persons.

Environmental Review

HUD requires that all real property acquisition projects be reviewed before the commitment of Federal funds to assess the impact of a project on the environment. The City will undertake this review. The applicant should be aware, however, that this review process may delay the date by which CDBG funds may be available and, in case of serious adverse environmental impacts, could effectively stop a project.