

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20051524

1. ACTION REQUESTED/PURPOSE:

1) Authorize amendments to two contracts and a new contract between the Board of County Commissioners and the Lee County Housing Development Corporation (LCHDC).

Amendments:

- Contracts C-3072 and C-2608 – increase the maximum purchase price to \$223,875 (per the amended SHIP Plan)
- Contract C-3072 – extend from December 31, 2005 to May 30, 2006
- Contract C-2608 – reduce the number of units to be produced from 9 to 1 and the funding from \$195,000 to \$30,000.

New Contract

- \$175,500 in additional SHIP funds to cover budget shortfall for 22 low-income units to be built in Lehigh Oaks

2. WHAT ACTION ACCOMPLISHES:

Approval of these amendments would allow adaptation to current economic conditions and consistency with the SHIP Plan.

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 04 (*CYA*)

5. Meeting Date: *11-08-2005*

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner N/A
 Department Community Development
 Division Planning
 By: Paul O'Connor, Planning Director

POC 10/19/05

9. Background:

Proposed amendments The Lee County Housing Development Corporation (LCHDC) has had several meetings with staff in order to work out solutions to problems brought by material and labor shortages, and increasing costs and is requesting amendments to two contracts and a new contract.

Amendments

- Contracts C-3072 and C-2608 - increase the maximum purchase price to \$223,875 (per the amended housing plan and to guarantee appraisals are within Lee County SHIP guidelines)
- Contract C-3072 – extend from December 31, 2005 to May 30, 2006 (additional time is needed due to material and labor shortages)
- Contract C-2608 – reduce the number of units produced from 9 to 1 and the funding from \$195,000 to \$30,000. (In cooperation with the Lee County Department of Human Services, the LCHDC acquired, rehabilitated, and resold to low income households, FHA foreclosed homes. Currently there are no foreclosed homes available as owners are able to avoid foreclosure by selling their homes).

New Contract

- \$175,500 in additional SHIP funds to cover budget shortfalls for 22 low-income units to be built with SHIP funds in Lehigh Oaks. (Increases in materials and labor brought about a budget shortfall under SHIP contracts funding the development of low income units in Lehigh Oaks. The LCHDC requests using \$165,000 made available by the reduction of funds under Contract C-2608 (see above). Staff recommends an additional \$10,500 from the recent cancellation of Contract C-2610).

Staff recommends approval for the amendments and new contract and finds that they are in compliance with the SHIP rules and regulations; will ensure a timely completion of these projects; and fulfill the terms of the grant award agreements. No additional SHIP dollars are required.

Attachments: Proposed amendments to Contract C-3072 and C-2608, and new contract C-3277.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>MAM GIBBS</i>	<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>AS 10/20/05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN. *[Signature]*
 10/20/05
 1:50 pm
 COUNTY ADMIN.
 FORWARDED TO: *[Signature]*
 10/20
 5 pm

Rec. by CoAtty
 Date: *10/20/05*
 Time: *10:14 am*
 Forwarded To:
 Admin.
10/20/05 1:45 pm

AMENDMENT TO THE
AGREEMENT BETWEEN THE
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
LEE COUNTY HOUSING DEVELOPMENT CORPORATION (LCHDC)

WITNESSETH:

WHEREAS, the referenced Parties to Contract No. C-3072 desire to amend the Contract pursuant to its Section I.A.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES STATED HEREIN, the referenced contract Section I.A. is amended as follows with new language underlined and amended language struck-through:

EXHIBIT A

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work: Construction of 4 single-family homes for 1 very low and 3 low-income homebuyers. Two single-family units must be completed by ~~December 31, 2005~~ May 30, 2006, and two by December 31, 2006.
- b. The amount of funds awarded under this grant is \$125,000.00. The Grantor is not obligated or authorized to award any funds in addition to this amount.
- c. The purchase price of home ownership units must not exceed \$223,875 ~~\$150,000~~ for a newly constructed dwelling unit, and must meet affordability requirements in order to qualify as eligible.

The Parties hereby executed this Amendment on _____, 2005.

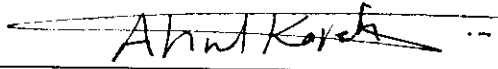
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY _____
DEPUTY CLERK

BY: _____
CHAIRMAN

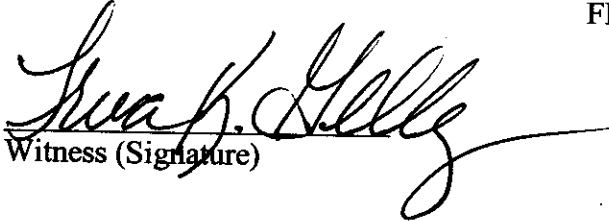

Witness (Signature)

BY: 
Lee County Housing Development Corp.

Vanessa H. Patterson
Witness (Name, Address)
P.O. Box 2854
Ft. Myers, FL. 33902

Title: PE (HDC Secy/Treas.)

FEIN#: 65-0295038


Witness (Signature)

Treva K. Gilligan
Witness (Name, Address)
P.O. Box 2854
Ft. Myers, FL. 33902

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

BY: _____
Lee County Attorney's Office

CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:
 LEE CO BOCC
 *ADDITIONAL INSURED
 ATTN RISK MANAGEMENT
 P O BOX 398
 FT MYERS, FL 33902

INSURED:
 LEE COUNTY HOUSING
 DEVELOPMENT CORPORATION
 PO BOX 2854
 FT MYERS, FL 33902

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
LIABILITY	77-PR-464354-3001	07-01-05	07-01-06	
<input checked="" type="checkbox"/> Liability and Medical Expense	NATIONWIDE MUTUAL FIRE INSURANCE CO.			Any One Occurrence..... \$ 1,000,000
<input checked="" type="checkbox"/> Personal and Advertising Injury				Any One Person/Org \$ 1,000,000
<input checked="" type="checkbox"/> Medical Expenses				ANY ONE PERSON \$ 5,000
<input checked="" type="checkbox"/> Fire Legal Liability				Any One Fire or Explosion \$ 100,000
				General Aggregate* \$ 1,000,000
				Prod/Comp Ops Aggregate* . \$ 1,000,000
<input type="checkbox"/> Other Liability				
AUTOMOBILE LIABILITY				
<input type="checkbox"/> BUSINESS AUTO				Bodily Injury (Each Person) \$
<input type="checkbox"/> Owned				(Each Accident) \$
<input type="checkbox"/> Hired				Property Damage (Each Accident) \$
<input type="checkbox"/> Non-Owned				Combined Single Limit \$
EXCESS LIABILITY				
<input type="checkbox"/> Umbrella Form				Each Occurrence \$
				Prod/Comp Ops/Disease Aggregate* \$
STATUTORY LIMITS				
<input type="checkbox"/> Workers' Compensation and				BODILY INJURY/ACCIDENT ... \$
<input type="checkbox"/> Employers' Liability				Bodily Injury by Disease EACH EMPLOYEE \$
				Bodily Injury by Disease POLICY LIMIT \$

Should any of the above described policies be cancelled before the expiration date, the insurance company will endeavor to mail written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability upon the company, its agents, or representatives.

DESCRIPTION OF OPERATIONS/LOCATIONS
 VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 DISHONESTY BOND, \$50,000.
 FAXED TO LAUREL @ 335-2262

Effective Date of Certificate: 07-01-2005
 Date Certificate Issued: 06-29-2005

Authorized Representative: DOM DIBLASE AGENCY
 Countersigned at: *[Signature]* 3401 BONITA BEACH RD, A101
 BONITA SPRINGS, FL 34134

AMENDMENT TO THE
AGREEMENT BETWEEN THE
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
LEE COUNTY HOUSING DEVELOPMENT CORPORATION (LCHDC)

WITNESSETH:

WHEREAS, the referenced Parties to Contract No. C-2608 desire to amend the Contract pursuant to its Section I.A.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES STATED HEREIN, the referenced contract Section I.A. is amended as follows with new language underlined and amended language struck-through:

EXHIBIT A

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work: Acquisition, rehabilitation, and resale of 1 single family home ~~9 single family homes~~ for 1 ~~9~~ low income home buyers. Acquisition, rehabilitation, and resale of these homes shall be completed by December 31, 2005.
- b. The amount of funds awarded under this grant is \$30,000.00 ~~\$195,000.00~~. The Grantor is not obligated or authorized to award any funds in addition to this amount.
- c. The purchase price of home ownership units must not exceed \$223,875 ~~\$120,000~~ for an existing dwelling unit, and must meet affordability requirements in order to qualify as eligible.

The Parties hereby executed this Amendment on _____, 2005.

CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY _____
DEPUTY CLERK

BY: _____
CHAIRMAN

Vanessa H. Patterson
Witness (Signature)

BY: Abimael K...
Lee County Housing Development Corp.

Vanessa H. Patterson
Witness (Name, Address)
P.O. Box 2854
Ft. Myers, FL. 33902

Title: PE (HDC Secy/Treas.)

EED#: 65-0295038

Treva K. Gilligan
Witness (Signature)

Treva K. Gilligan
Witness (Name, Address)
P.O. Box 2854
Ft. Myers, FL. 33902

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

BY: _____
Lee County Attorney's Office

CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:
 LEE CO BOCC
 *ADDITIONAL INSURED
 ATTN RISK MANAGEMENT
 P O BOX 398
 FT MYERS. FL 33902


INSURED:
 LEE COUNTY HOUSING
 DEVELOPMENT CORPORATION
 PO BOX 2854
 FT MYERS. FL 33902

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
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<input checked="" type="checkbox"/> Personal and Advertising Injury	MUTUAL FIRE			Any One Person/Org \$ 1,000,000
<input checked="" type="checkbox"/> Medical Expenses	INSURANCE CO.			ANY ONE PERSON \$ 5,000
<input checked="" type="checkbox"/> Fire Legal Liability				Any One Fire or Explosion \$ 100,000
				General Aggregate* \$ 1,000,000
				Prod/Comp Ops Aggregate* .. \$ 1,000,000
<input type="checkbox"/> Other Liability				
AUTOMOBILE LIABILITY				
<input type="checkbox"/> BUSINESS AUTO				Bodily Injury (Each Person) \$
<input type="checkbox"/> Owned				(Each Accident) \$
<input type="checkbox"/> Hired				Property Damage (Each Accident) \$
<input type="checkbox"/> Non-Owned				Combined Single Limit \$
EXCESS LIABILITY				
<input type="checkbox"/> Umbrella Form				Each Occurrence \$
				Prod/Comp Ops/Disease Aggregate* \$
STATUTORY LIMITS				
<input type="checkbox"/> Workers' Compensation and				BODILY INJURY/ACCIDENT ... \$
<input type="checkbox"/> Employers' Liability				Bodily Injury by Disease EACH EMPLOYEE \$
				Bodily Injury by Disease POLICY LIMIT \$

Should any of the above described policies be cancelled before the expiration date, the insurance company will endeavor to mail written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability upon the company, its agents, or representatives.

DESCRIPTION OF OPERATIONS/LOCATIONS
 VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 DISHONESTY BOND, \$50,000.
 FAXED TO LAUREL @ 335-2262

Effective Date of Certificate: 07-01-2005
 Date Certificate Issued: 06-29-2005

Authorized Representative: DOM DIBLASE AGENCY
 Countersigned at:  3401 BONITA BEACH RD. A101
 BONITA SPRINGS. FL 34134

STANDARD SUBRECIPIENT CONTRACT

CSFA # 52.901
Contract No. C-3227
Funding Source: LB 5540513801.508302 S/L LB007

**AGREEMENT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
Lee County Housing Development Corporation**

THIS **Service** **Capital (check one) CONTRACT** entered this 8th day of November 2005, between LEE COUNTY hereinafter referred to as **COUNTY** and Lee County Housing Development Corporation, a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**".

WHEREAS, COUNTY believes it to be in the public interest to provide certain activities to Lee County through the **PROVIDER** according to this contract, the agency's intent as stated in the proposal and attachments and/or exhibits and all other terms and conditions as specified.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein **COUNTY** and the **PROVIDER** agree as follows:

ARTICLE I SCOPE OF SERVICES

The **COUNTY** has awarded the following amounts for each program listed below. The **PROVIDER** will be responsible for implementing these program(s) for the residents of Lee County: Program(s) must be implemented in accordance with the approved proposal(s) and exhibits/attachments.

ARTICLE II TERM OF CONTRACT

This contract shall begin **November 08, 2005** and ends **May 30, 2006** unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the **COUNTY** to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$175,500.00** during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, and Article VIII, Suspension/Termination. Funding is contingent upon the **COUNTY** receiving the related State funds.

B. Deferred Payment/Return of Funds

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

It is at the option of the **COUNTY** to defer payment to the **PROVIDER** for noncompliance with contract deliverables or during the period of a county audit or monitoring due to questionable items. If as a result of the audit or monitoring, unallowable or unsupported costs are found, no further payments will be made until the full amount of overpayment is remitted to Lee County or a repayment agreement is accepted by Lee County.

C. Required Reports

1. **Financial and Compliance Audit Requirements in Exhibit/Attachment 1**
2. **Quarterly reports, final report, and any other report as stipulated in Exhibit/Attachment 2**

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

The **PROVIDER** agrees to permit employees duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring the **COUNTY** may deliver to the **PROVIDER** a written report regarding the manner in which goods or services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **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 the **COUNTY** may result in the withholding of payments, being deemed in noncompliance, or termination of this contract.

PROVIDER must supply **COUNTY** with copies of all monitoring reports of programs which are also funded by the **COUNTY**, including agency response, within thirty (30) days of receipt.

B. Audit and Inspections

The **PROVIDER** will make all records referenced in Article IV. C., and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit division, the Federal or State grantor agency (if applicable), Lee County employees, or any duly authorized representatives have the right of timely and unrestricted access to any books,

documents, papers, or other records of **PROVIDER** or **CPA** that are pertinent to the contract in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization is noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographic, and programmatic records, supporting documentation, statistical records and other records which are necessary to document service provision, client demographics, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year 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.

D. Independent Audit

An original, bound annual audit of the **PROVIDER'S** financial statements in accordance with FASB 117, or current GAGA Standards as applicable including the auditor's opinion, requisite reports on internal control and compliance if required, management letter addressing internal controls if required, and management's response to such letter if required, must be submitted to the **COUNTY** no later than **180** days following the end of the **PROVIDER'S** fiscal year along with any corrective action plan if applicable.

The audit must be conducted by an independent licensed certified public accountant who has received an unmodified opinion on their current Peer Review and must be in accordance with Auditing Standards Generally Accepted in the United States, and generally accepted Government Auditing Standards, OMB Circular A-133, "Audits of Institutions of Higher Education and other Non-Profit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General rule 10.550 if applicable. The audit must detail the programs or service areas that are funded by Lee County either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of federal awards and state financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s) and exhibit(s).

The **PROVIDER** agrees to comply with all **FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS** as specified in Attachment A.

Failure to submit the report within the required time frame will result in the withholding of payment, or termination of the contract by the **COUNTY**.

ARTICLE V MODIFICATIONS

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed and dated by both parties.

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

It is mutually agreed that the **PROVIDER** is an independent contractor and not an agent or employee of the **COUNTY**.

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any **COUNTY** funded program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and must be subject to indemnification as stated in Article VII.

ARTICLE VII RISK MANAGEMENT

A. Indemnification

The **PROVIDER** will defend, hold harmless, and indemnify the **COUNTY** from and against any and all liability, loss, claims, damages, costs, attorneys' fees, and expenses of whatever kind or nature which the **COUNTY** may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **PROVIDER**, or by reason of the intentional or negligent act of the **PROVIDER** or its agents, representatives and/or employees.

The **PROVIDER** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **COUNTY** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **COUNTY** in any such action or proceedings.

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 contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

B. Insurance

The **PROVIDER** agrees to provide and maintain during the term of this contract Commercial General Liability insurance insuring the **PROVIDER** against any and all claims, demands, or causes of action whatsoever for injuries received or damage to property incurred in the performance of the terms of this Contract or the use, occupation, management, or control of any facility herein provided for and the improvements thereto. Such a policy of insurance will insure the **PROVIDER** in an amount not less than \$300,000 to cover any and all bodily injury, personal injury. And/or property damage claim connected with any **COUNTY** accident or occurrence that may arise or be claimed to have arisen against the **PROVIDER**. The **PROVIDER** must furnish an appropriate Certificate of Insurance (**Exhibit**) naming Lee County Board Of County Commissioners as Certificate Holder and 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. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDERS** 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. Certificates of Insurance and bonding and renewals must be submitted to:

Risk Management
Lee County Board of County Commissioners
P.O. Box 398 Fort Myers, Florida 33902-0398

C. Bonding

The **PROVIDER** must provide fidelity bonding for all employees that handle **PROVIDER'S** funds. The amount of the bond must be equivalent to the highest daily cash balance of the **PROVIDER**. Proof of this bonding must be submitted to the **COUNTY** prior to the date of execution of this contract.

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

B. Termination by COUNTY

The **COUNTY** may at any time and for any reason cancel this contract by giving twenty-four (24) hours written notice to the **PROVIDER** by certified mail following a determination by the Board of **COUNTY** Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the **COUNTY**. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by certified mail of such and specifying the effective date.

COUNTY'S obligation to make any payments under any provision of this contract shall cease on the effective date of termination.

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided. 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 it 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 it will comply with Chapter 760, Florida Statutes and Lee County Ordinance 00-19 which prohibit discrimination in housing on the basis of race, color, national origin, sex, religion, disability or familial status.
- C. That it will comply with Chapter 760, Florida Statutes and Lee County Ordinance 00-18 which prohibit discrimination in employment on the basis of race, color, national origin, sex, religion, disability or marital status.
- D. That it will administer its 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 it will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- H. That it shall report any unusual incidents involving funded activities to the **COUNTY**, in writing, within five (5) calendar days of the occurrence or the **COUNTY** may terminate this contract. Unusual incidents include, but are not limited to those events which are reported to local police authorities by the **PROVIDER** or any person whose report requires any type of response by local law enforcement authorities; those events which result in physical injury to a person receiving **PROVIDER** services that are underwritten in any way by the **COUNTY**; or, those incidents or events which result in a report to or investigation arising from a call to the Florida Abuse Hotline. In accordance with Chapter 415, Florida Statute, an employee of the **PROVIDER** who knows or has reasonable cause to suspect that a child, aged person, or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the statewide toll-free number (1-800-96- ABUSE).
- I. That it 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.
- J. That it 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** 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.
- K. That it will acknowledge support for programs funded by Lee County.

L. That it will notify the COUNTY of any SIGNIFICANT changes to the PROVIDER organization to include articles of incorporation and bylaws within ten (10) working days of the effective date.

ARTICLE X NOTICES

Official notices concerning this contract shall be directed to the following authorized representatives:

COUNTY:

ATTN: Gloria M. Sajgo, AICP, Principal Planner
Lee County Department of Community Development/Planning

Telephone: (239) 479-8311

Fax: (239) 479-8161

E-mail: sajgogm@leegov.com

PROVIDER:

Name: Treva K. Gilligan

Title: Executive Director

Agency: Lee County Housing Dev. Corp.

Address: P.O. Box 2854, Ft. Myers, FL. 33902

Telephone: (239) 656-2721 ext:105

Web site address: _____

E-mail: trevalchdc@yahoo.com

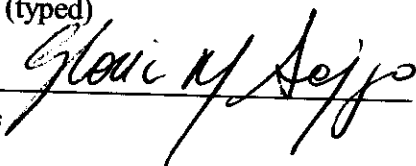
The signatures of the persons shown below are designated and authorized to sign all applicable reports:

OR

Name: Gloria M. Sajgo, AICP

(typed)

Signature



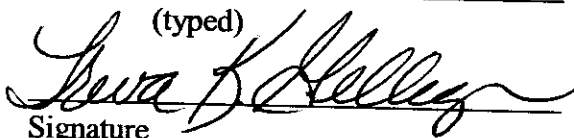
Principal Planner

Title

Name: Treva K. Gilligan

(typed)

Signature



Executive Director

Title

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of PROVIDER to the COUNTY. The notification shall be attached to originals of this contract.

ARTICLE XI SPECIAL PROVISIONS

A. If needed, PROVIDER may be called upon to assist county during a natural disaster or emergency.

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or

provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, PROVIDER and COUNTY have caused this contract, to be executed by their undersigned officials as duly authorized.

PROVIDER:

COUNTY: LEE COUNTY

By: Ahmad R. Kareh

By: _____

Name (typed)

Name (typed)

Ahmad Kareh

Signature of authorized officer

Signature of authorized officer

PE (HDC Secy/Treas.)

Title

Title

10/19/05

Date

Date

NOTARY:

By: Vanessa H. Patterson

Notary of Public (Signature)

Vanessa H. Patterson

Name (typed)

ATTEST: CLERK OF CIRCUIT COURT

By: _____

Title: _____

Date: _____



Vanessa H. Patterson
MY COMMISSION # DD154488 EXPIRES
October 9, 2006
BONDED THRU TROY FARM INSURANCE, INC.

**APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE**

By: _____

Title: _____

Date: _____

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This attachment outlines audit requirements for non-federal entities or subrecipients, hereinafter known as the Contractor. This attachment shall apply when the Contractor has obtained Federal and/or State funding from Lee County. Each subrecipient is responsible for complying with the Single Audit Act of 1984 (Public Law 98-502), the Single Audit Act Amendments of 1996 (Public Law 104-156), and 29 CFR, part 96, of the Department of Labor Regulations that implements Office of Management and Budget (OMB) Circular A-133. Also, each subrecipient is responsible for complying with the Florida Single Audit Act (FS 216.3491) (as applicable).

NOTE: Subrecipients/Contractors that are State Departments, State Universities and/or State Community Colleges are audited annually by the Office of the State Auditor General, and are not required to have additional independent audits performed as outlined by this Attachment. Additionally, copies of the State Auditor General's audit report is transmitted directly to AWI by that office. No further actions are required by the entities (as Contractors) referenced in this paragraph.

The Contractor agrees to have an annual financial and compliance audit as specified by The Single Audit Act of 1996 and OMB Circular A-133. **An annual audit is required if the Subrecipient/Contractor has Federal expenditures of \$300,000 or more in a fiscal year. This includes all Federal funds received from all funding sources, not just the funds awarded under this contract.** The audits are to be performed by independent auditors in accordance with the current Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States, and in compliance with OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

The Contractor agrees to have an annual State financial and compliance audit, if the total expenditures are \$300,000 or more in a fiscal year (i.e. state financial assistance provided to carry out a state project) in accordance with auditing standards as stated in the Rules of the Auditor General. The Contractor must have a single audit or project-specific audit for such fiscal year in accordance with section 216.3491, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600. Rules of the Auditor General.

Audit Requirements for States, Local Governments and Nonprofit Organizations:

Non-federal organizations that expend \$300,000 or more in a fiscal year in Federal awards (**all Federal funding sources must be considered**) must have a single audit or a program-specific audit conducted for that fiscal year in accordance with current Government Auditing Standards issued by the Comptroller General of the United States, and in compliance with The Single Audit Act of 1984 (P.L. 98-502), the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133 "Audits of States Local Governments, and Non-Profit Organizations".

Single Audit – Single Audit means an audit that includes both the entity's financial statements and the Federal awards requirements as described in Section __.500 of OMB Circular A-133. A State single audit means an audit of a non-state entity's financial statements and state awards. A Single Audit also includes a report on Internal Controls and a report on Program Compliance.

Program-Specific Audit – A Program-Specific Audit means an audit of **one Federal program** as provided for in Section __.200© and Section __.235 of OMB Circular A-133. Additionally, a state program-specific audit means an audit of **one state project** in accordance with the requirements of FS 216.3491.

No Audit Exemption:

Even when cumulative (all programs considered) Federal and/or State award expenditures are less than \$300,000 in a fiscal year, an audit is required.

The cost of audits conducted in accordance with the Single Audit Act and/or the provisions of Section 216.3491, Florida Statutes, must be paid from non-Federal/non-State funds (i.e., the cost of such an audit must be paid from subrecipient/contractor funds obtained from other than Federal/State sources).

ATTACHMENT 2
Lee County Housing Development Corporation – Lehigh Oaks Phase II

1.
 - a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work: to be layered on the construction of 22 single-family homes for 22 low income home buyers. Construction of these homes shall be completed by May 30, 2006.
 - b. The amount of funds awarded under this grant is \$175,500.00. The Grantor is not obligated or authorized to award any funds in addition to this amount.
 - c. The purchase price of home ownership units must not exceed the maximum purchase price for a newly constructed dwelling unit under the applicable Local Housing Assistance Plan (LHAP), and must meet affordability requirements in order to qualify as eligible.
 - d. The Provider is expected to make every reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.
2. The Grantor agrees to provide drawdowns to the Provider, upon receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in Subsection 1. a. up to a maximum of \$50,000.00 or the amount of actual cash expended by the Provider for project work, whichever is less.
3. The Provider is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119 Public Records.

Every person who has custody of a public record shall permit the record to be inspected and examined by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public record or the custodian's designee.

Before any person is granted access to the records related to these funds (except governmental agencies or their agents who are entitled to access to the records specified in this paragraph for the purposes of auditing federal, state, or local housing programs or housing assistance programs), please seek the advice of your legal counsel or contact the Lee County Division of Planning who shall seek counsel from the office of the County Attorney. Home addresses, telephone numbers, social security numbers, photographs, and places of employment of the certain personnel, spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel are exempt from public record. Medical history records, bank account numbers, credit card numbers, telephone numbers, and information related to health or property insurance furnished by an individual to any agency pursuant to federal, state, or local housing assistance programs are confidential and exempt. Any other information produced or received by any private or public entity in direct connection with federal, state, or local housing assistance programs, unless the subject of another federal or state exemption, is subject to public records requests.

A person who has custody of a public record and who asserts that an exemption or special law applies to a particular public record or part of such record shall delete or excise from the record only that portion of the

record with respect to which an exemption has been asserted and validly applies, and such person shall produce the remainder of such record for inspection and examination.

4. The Provider agrees to perform all necessary requirements to assist the Grantor in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.
5. The Grantor shall be provided access to all contracts of the Provider for the procurement of goods and/or services relating to the project work described in Subsection 1. a. and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
6. The Provider shall be responsible for ensuring that all builders/contractors utilized are licensed appropriately and capable of performing all necessary work. The Provider will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work). The Provider shall further serve as the agent for the homebuyer in all communications with the selected builder and ensure a timely completion of construction proceedings, as the buyer's agent.
7. The Provider shall ensure that clear/marketable title is obtained for all properties to be purchased, conveyed, or made a part of in any way, a subsidy request package submitted to the Grantor for assistance.
8. The Grantor shall be provided access to all detailed plans, specifications and home buyer incomes relating to the project and records relating thereto describe in subsection 1-a to ensure compliance with the objectives, requirements, and limitations of the Lee County SHIP Affordable Housing Program. The following documentation must be maintained on file for each beneficiary or unit produced by the Provider for a period of seven (7) years following the effective date of contract. The following documentation at a minimum must be available for inspections at all reasonable times by the Grantor or their assigns:
 - a. Applicant Intake Forms
 - b. Income Verification and Certification Forms
 - c. Release of Information/Acknowledgment of SHIP terms signed by beneficiary
 - d. Good Faith Estimate
 - e. Final Appraisal of Property
 - f. Loan Application or copy of lender Application
 - g. Verification of Deposit of beneficiary
 - h. Verification of Employment for beneficiary
 - i. Certificate of Occupancy.
9. All projects must be in compliance with the rules and regulations of the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907, Florida Administrative Code 67-37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance 95-17, as amended, and in particular:
 - a. Income limits
 - b. Definition of Affordability
 - c. Non-discrimination

- d. Maximum production or purchase cost
 - e. Maximum SHIP funds per unit
 - f. Compliance reporting as required per project
10. The Provider shall provide to the Grantor proof or make available the following, as applicable, for each beneficiary prior to receiving final payment:

- a. SHIP Program Recipient Profile form

APPLICATION DOCUMENTS:

- b. Authorization for Release of Information Form
- c. Income Verification Form(s)
- d. Income Certification Form
- e. Proof of Property Ownership
- f. Application for Program Assistance
- g. Letter of Commitment
- h. Homeownership Training Course Certificate

CONSTRUCTION DOCUMENTS:

- i. Cost Estimate and Work Write-up
- j. Contractor(s) Bid or Proposal
- k. Contractor/Homeowner or Home Buyer Contract
- l. Work Inspection Reports
- m. Construction Payment Requests
- n. Certificate of Occupancy or Completion
- o. Final Payment Release
- p. Change Orders (if applicable)
- q. Summary per Unit Budget & Actual Expenditures

CLOSING DOCUMENTS:

- r. Recorded SHIP Lien Document(s) with Recapture Provisions
- s. HUD 1 Settlement or Loan Closing Statement
- t. Recorded First Mortgage Document(s)
- u. Release of Liens (for rehabilitation)
- v. Title Policy for Title Insurance
- w. Final Inspection Report
- x. Appraisal

CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:

LEE CO BOCC
 *ADDITIONAL INSURED
 ATTN RISK MANAGEMENT
 P O BOX 398
 FT MYERS, FL 33902

INSURED:

LEE COUNTY HOUSING
 DEVELOPMENT CORPORATION
 PO BOX 2854
 FT MYERS, FL 33902

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
LIABILITY	77-PR-464354-3001	07-01-05	07-01-06	
<input checked="" type="checkbox"/> Liability and Medical Expense	NATIONWIDE MUTUAL FIRE			Any One Occurrence..... \$ 1,000,000
<input checked="" type="checkbox"/> Personal and Advertising Injury	INSURANCE CO.			Any One Person/Org \$ 1,000,000
<input checked="" type="checkbox"/> Medical Expenses				ANY ONE PERSON \$ 5,000
<input checked="" type="checkbox"/> Fire Legal Liability				Any One Fire or Explosion \$ 100,000
				General Aggregate* \$ 1,000,000
				Prod/Comp Ops Aggregate* .. \$ 1,000,000
<input type="checkbox"/> Other Liability				
AUTOMOBILE LIABILITY				
<input type="checkbox"/> BUSINESS AUTO				Bodily Injury (Each Person) \$
<input type="checkbox"/> Owned				(Each Accident) \$
<input type="checkbox"/> Hired				Property Damage (Each Accident) \$
<input type="checkbox"/> Non-Owned				Combined Single Limit \$
EXCESS LIABILITY				
<input type="checkbox"/> Umbrella Form				Each Occurrence \$
				Prod/Comp Ops/Disease Aggregate* \$
STATUTORY LIMITS				
<input type="checkbox"/> Workers' Compensation and				BODILY INJURY/ACCIDENT ... \$
<input type="checkbox"/> Employers' Liability				Bodily Injury by Disease EACH EMPLOYEE \$
				Bodily Injury by Disease POLICY LIMIT \$

Should any of the above described policies be cancelled before the expiration date, the insurance company will endeavor to mail written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability upon the company, its agents, or representatives.

DESCRIPTION OF OPERATIONS/LOCATIONS
 VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 DISHONESTY BOND, \$50,000.
 FAXED TO LAUREL @ 335-2262

Effective Date of Certificate: 07-01-2005
 Date Certificate Issued: 06-29-2005

Authorized Representative: DOM DIBLASE AGENCY
 Countersigned at: *[Signature]* 3401 BONITA BEACH RD. A101
 BONITA SPRINGS, FL 34134