



2021 Notice of Funding Availability (NOFA) for  
**Affordable Housing Development  
and Non-Profit Capital Improvement**

**NOFA Released**  
**Tuesday, November 16, 2021**

**Applications Due**  
**Wednesday, January 5, 2022 at 5:00 pm**

**Applications must be submitted by email to  
Clare Molloy at [CMolloy@leegov.com](mailto:CMolloy@leegov.com).**

Lee County Human and Veteran Services  
2440 Thompson St., Fort Myers, FL 33901

**It is the responsibility of the applicant to ensure application(s) arrive prior to the due date and time. Applications received after 5:00 p.m. will be returned to the applicant and will not be considered.**

This Document can be made available in alternative accessible formats upon request.

**Lee County Human and Veteran Services (HVS)**  
**Affordable Housing Development and Non-Profit Capital Improvement**

Lee County Human and Veteran Services (HVS) is issuing a Notice of Funding Availability (NOFA) for the following funds allocated through the following U.S. Department of Housing and Urban Development (HUD) and/or other funding sources:

**Funding Available**

<p><b>Community Development Block Grant</b></p> <ul style="list-style-type: none"> <li>• Acquire/rehab multi-family affordable rental housing.</li> <li>• Acquire/rehab single family home for sale or rent to income eligible households.</li> <li>• Acquisition/construction/rehabilitation to facilities for persons with special needs such as: homeless or domestic violence shelters, transitional living; nursing homes, group homes for the disabled or children in foster care.</li> </ul>	<p><b>Amount awarded to projects is based on specific need and availability.</b></p> <p><b>Minimum funding amount \$500,000.</b></p> <p><b>Maximum funding amount is \$2,178,543.</b></p>
<p><b>HOME Investment Partnership (HOME) and HOME American Rescue Plan Allocation (HOME ARP)</b></p> <ul style="list-style-type: none"> <li>• Acquire/rehab multi-family affordable rental housing*.</li> <li>• New Construction of Affordable Rental Housing*</li> </ul> <p>* HOME-ARP funds can only be invested in units restricted for qualifying households or low-income households as follows:</p> <ol style="list-style-type: none"> <li>1. Not less than 70 percent of the total number of rental units assisted with HOME-ARP funds must be restricted for occupancy by households that are qualifying households at the time of the household's initial occupancy; and,</li> <li>2. Not more than 30 percent of the total number of rental units assisted with HOME-ARP funds may be restricted to low-income households. These rental units do not have to be restricted for occupancy by qualifying households, however rental units restricted to low-income households are only permitted in projects that include HOME-ARP units for qualifying households.</li> </ol> <p>For permanent housing development, qualifying households will be prioritized based on the Lee County CoC's Coordinated Entry System. Housing that is developed through HOME funds must be rented to persons who are homeless, as defined in 24 CFR 91.5 (1), (2), or (3), and those who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by HUD.</p>	<p><b>Amount awarded to projects is based on specific need and availability.</b></p> <p><b>Minimum funding amount \$500,000.</b></p> <p><b>Maximum funding amount is \$1,800,000.</b></p>

**If additional funding opportunities become available to HVS following the issuance of this NOFA, HVS reserves the right to select an eligible project submitted in response to this NOFA without issuing an additional NOFA(s).**

**PRIORITIES AND FUNDING SPECIAL CONSIDERATIONS**

- Projects that increase the affordable rental housing inventory
- Projects that include on site supportive services (i.e. behavioral health, physical health, case management, job training, job placement, life skills, budget and financial counseling, etc.)
- Projects that adhere to evidence-based program models.
- Projects utilizing green building and energy efficiency features
- Projects that include broadband availability in design
- Applicants demonstrating experience working with applicable funding sources, HOME and/or CDBG
- Applicant with experience with projects of similar size, scope, same or similar funding, and level of capacity to proposed project
- Applicant who has site control or an executed contract for purchase of project site
- Applicants who are able to document that project costs have been leveraged from other sources

**This NOFA contains information and required forms for potential applicants to apply and compete for grant funds. Potential applicants are advised to read the materials carefully. The material in this NOFA does not represent all of the particular priorities, program components, or funding sources currently/potentially available through local, state, or federal funders and may change upon the release of NOFAs/NOFAs for the various funding sources.**

**Questions Regarding this NOFA**

Questions from the agencies must be submitted in writing to Clare Molloy at [CMolloy@leegov.com](mailto:CMolloy@leegov.com) and be received no later than **Wednesday, December 1, 2021**. HVS will compile all questions and answers, and provide to the agencies no later than **5:00 pm, Wednesday, December 8, 2021**.

Successful applications must meet the guidelines provided in this Notice of Funding Availability (NOFA). To submit a application for consideration, complete the submission requirements listed here within.

**The organization of this RFP is as follows:**

SECTION I: ..... General Information  
SECTION II: ..... Scope of Grant Activities  
SECTION III: ..... Funding Guidelines  
SECTION IV: ..... Application Evaluation and Selection  
SECTION V: ..... Application Forms  
SECTION VI: ..... Appendices

# SECTION I: General Information

## **Strategic Use and Alignment of Resources**

Lee County is designated as an entitlement community by the U.S. Department of Housing and Urban Development (HUD). Lee County Human and Veteran Services (HVS) is responsible for ensuring that resources available to the community are strategically utilized to maximize impact and effectiveness. Therefore, HVS reserves the right to match funding opportunities available to the applications received to ensure alignment of resources with community needs and appropriate target populations. All applications received will be evaluated for their appropriateness for each funding opportunity that may be available. HVS reserves the right to award more than one (1) funding source to a selected application if necessary to maximize a project's effectiveness and overall impact.

## **Funding Priorities**

The submitted applications will be evaluated based in part, on the extent, the project is able to demonstrate achievement of performance measures (as indicated below), and the goals and strategies outlined in the [2019-2023 Consolidated Plan](#).

### **Performance Measures**

HVS has developed the following performance measures to ensure that funds are strategically used to produce intended outcomes:

1. Number of housing units created;
2. Number of low / moderate persons assisted;
3. Number of persons who are housed from homelessness (as defined in 24 CFR 91.5 (1), (2), or (3))

Proposed projects that include innovative and effective best practices and those that adhere to evidence based program models are encouraged. HVS is seeking 'out of the box' applications. Projects may be proposed that incorporate different component types and include additional partners (with an established, formal agreement for the proposed project) to provide a specific service as part of an overall project application.

## **Project Completion Timeframes**

For most project types, the Proposed Project should begin within 3 months following the award of funding.

Proposed housing projects may be 'Shovel Ready' projects, where planning and engineering is complete and construction can begin within a very short time, including the ability to ensure occupancy of units within 24 months or less following an award of funding.

## **Critical Dates and Timeline**

Tuesday, November 16, 2021		HVS Issued Notice of Funding Availability (NOFA)
Wednesday, December 1, 2021	5:00 PM	Deadline for questions regarding NOFA
Wednesday, December 8, 2021	5:00 PM	Responses to NOFA questions sent to Applicants
<b>Wednesday, January 5, 2022</b>	<b>5:00 PM</b>	<b>SUBMISSION DEADLINE</b>
Wednesday, January 19, 2022	1:00 PM	<b>Evaluation and Ranking Committee</b> Members will meet to score each project application using the published Scoring Criteria.
Friday, January 21, 2022	5:00 PM	Notice of Conditional Selection or Non-Selection to all project applicants.

## ***Applicant Eligibility***

All private non-profit agencies that have provided direct services at least 12 months prior to the date of application are eligible to apply. **Applicant must include proof of nonprofit status, and proof that they have provided services for at least 12 months with submission.**

Applicant must also meet all the following requirements

*(documentation does not need to be included with submission, but will be requested at a later time):*

- Independent certified audited financial statement of the most recent or immediate prior fiscal year, including the management letter and written response. Exceptions may be considered on an individual basis.
- Current CPA's Peer Review letter.
- Monthly Financial Statements (within last 60 days).

Any applicant on the excluded parties list ([www.sam.gov/SAM/](http://www.sam.gov/SAM/)) will be considered **ineligible** for funding.

**Applicants with previous experience administering projects of a similar size and scope and/or working with Community Development Block Grant (CDBG) or HOME funds will be provided additional points in the scoring process.**

## SECTION II: Scope of Grant Activities and Program Requirements

HVS encourages applicants to submit applications for projects, even if the project does not 'fit' perfectly into the descriptions here within. By submitting an application, the applicant is informing HVS of projects it intends or desires to develop to help meet an unmet need in the community and collaboratively work to serve Lee County residents with dignity and respect while building the capacity of the individuals, families, and agencies.

Projects acceptable under this request include:

- **New Project** - a project that does not currently exist and if funded will increase overall service and/or housing capacity in Lee County.
- **Expansion of Funding for a Current Project** – a project currently operating in the community that is being expanded. Applicants must clearly identify the need for expanded services, and demonstrate a quantifiable increase in the number **and** type of services being provided.

Funding requests that 'supplant' or to replace a project's current funding source(s) will not be accepted.

If a project includes multiple, linked activity types (components), only one application, that details the different activity types, needs to be completed. For example: Acquisition and rehabilitation of a facility to serve youth. The single project application should explain in detail all activity types and the project outcomes for the different activity types.

### **Community Development Block Grant (CDBG)**

**Priority will be given to programs that increase services/capacity for persons who are experiencing homelessness and projects that increase the number of affordable housing units in Lee County.**

### **Eligible Activities**

HVS has designated three eligible activities under this funding source:

- Acquire/rehab multi-family affordable rental housing.
- Acquire/rehab single family home for sale or rent to income eligible households.
- Acquisition/Construction/rehabilitation to facilities for persons with special needs such as: homeless or domestic violence shelters, transitional living; nursing homes, group homes for the disabled or children in foster care.

### **Ineligible Activities**

- The maintenance and repair of public facilities and improvements is generally ineligible (e.g., filling potholes, repairing cracks in sidewalks, mowing grass at public recreational areas or replacing street light bulbs).
- Operating costs associated with public facilities or improvements.
- Acquisition of vehicles and acquisition of occupied property.
- Renovation or construction of spaces used solely for administration or storage.
- Purchase of personal property, including equipment, fixtures, motor vehicles, furnishings, or other personal property is generally ineligible.
- Business relocation resulting in a significant loss of employment in the labor market area.
- New construction of housing.

Additional information about HUD CDBG Program eligible activities and expenses can be found on the HUD Exchange at <https://www.hudexchange.info/programs/cdbg-entitlement/cdbg-entitlement-program-eligibility-requirements/>.

## **Project Beneficiaries**

All projects funded with CDBG funds must meet a HUD defined national objective. Each project must meet a national objective as described below.

- **Low-Moderate Income Area Benefit**

- Under the area benefit criteria, the public facility/improvement must benefit all residents of an area where at least 51 percent of the residents are LMI. The service area need not have coterminous boundaries with Census tract borders or other officially recognized boundaries, but must be primarily residential in nature.
- If qualifying an activity under the Area Benefit criteria, records to keep include:
  - Boundaries of the service area;
  - Documentation that the area is primarily residential (e.g., zoning map); and
  - Income characteristics of households in the services area (Census/American Community Survey data).

- **Limited Clientele Benefit**

- The regulation stipulates that the facility benefit a specific targeted group of persons, of which at least 51 percent must be low- and moderate-income. This can be achieved by meeting one of the following criteria:
  - Serving at least 51 percent LMI, as evidenced by documentation and data concerning beneficiary family size and income;
  - Having income-eligibility requirements that limit the service to persons meeting the LMI income requirement, as evidenced by the administering agency's procedures, intake/application forms and other sources of documentation;
  - Serving a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or
  - Being of such a nature and in a location that it may be concluded that the activity's clientele are LMI.
- *Public facilities such as homeless shelters or group homes for persons with special needs are just two of the examples of public facilities that may qualify under the Limited Clientele criteria. The populations served by these facilities are populations that are presumed to be LMI persons or families.*

- **Low-Moderate Income Housing Benefit**

- Public facilities or improvements can also qualify under the LMI housing national objective if the facility exclusively assists in the provision of housing to be occupied by LMI income households.

**Projects must meet all Federal, State, and Local requirements.**

CDBG Program Regulations (24 CFR 570):

<https://files.hudexchange.info/resources/documents/24-CFR-Part%20-570-CDBGs.pdf>

Uniform Administrative Requirements (2 CFR 200):

[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

CDBG Guide to National Objectives and Eligible Activities:

<https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities>

CDBG Income Limits:

<https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

The applicant must also comply with 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)



## **HOME Investment Partnership (HOME) and HOME American Rescue Plan Allocation (HOME ARP)**

**Priority will be given to programs that increase services/capacity for persons who are experiencing homelessness and projects that increase the number of affordable housing units in Lee County.**

### **Eligible Activities**

HVS has designated two eligible activities under this funding source:

- Acquire/rehab multi-family affordable rental housing\*.
- New Construction of Affordable Rental Housing\*

### **Ineligible Activities**

- The maintenance and repair of public facilities and improvements is generally ineligible (e.g., filling potholes, repairing cracks in sidewalks, mowing grass at public recreational areas or replacing street light bulbs).
- Operating costs associated with public facilities or improvements.
- Acquisition of vehicles and acquisition of occupied property.
- Renovation or construction of spaces used solely for administration or storage .
- Purchase of personal property, including equipment, fixtures, motor vehicles, furnishings, or other personal property is generally ineligible.
- Business relocation resulting in a significant loss of employment in the labor market area.

Additional information about HUD HOME ARP Program eligible activities and expenses:

HUD Exchange

<https://www.hudexchange.info/programs/home-arp/>

Lee County's HOME ARP Allocation Plan

<https://www.leegov.com/dhs/Documents/Grant%20Programs/HOME%20ARP%20Allocation%20Plan.pdf>

Community Planning and Development Notice 21-10 (CPD21-10)

<https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf>

### **Project Beneficiaries**

Locally Lee County has elected to allow for only persons who are homeless, as defined in 24 CFR 91.5 (1), (2), or (3), and those who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by HUD to be served through HOME-ARP funds. For HOME-ARP funded projects, qualifying populations will be prioritized based on the Lee County CoC's Coordinated Entry System. Local prioritization of qualifying populations will comply with all requirements of 24 CFR 5.105(a).

All service providers, where assistance is provided through Community Planning and Development (CPD) programs, including assistance under the: HOME Investment Partnerships program, Housing Trust Fund program, Community Development Block Grant program, Housing Opportunities for Persons With AIDS program, Emergency Solutions Grants program, Continuum of Care program, or Rural Housing Stability Assistance Program, must ensure equal access to the HUD-assisted program in accordance with all general HUD program requirements as specified in 24 CFR Part 5.

HOME-ARP funds can only be invested in units restricted for qualifying households or low-income households as follows:

- Not less than 70 percent of the total number of rental units assisted with HOME-ARP funds must be restricted for occupancy by households that are **qualifying households** at the time of the household's initial occupancy; and,
- Not more than 30 percent of the total number of rental units assisted with HOME-ARP funds may be restricted to low-income households. These rental units do not have to be restricted for occupancy by qualifying households, however rental units restricted to low-income households are only permitted in projects that include HOME-ARP units for qualifying households.
- For permanent housing development, **qualifying households** will be prioritized based on the Lee County CoC's Coordinated Entry System. Housing that is developed through HOME funds must be rented to persons who are homeless, as defined in 24 CFR 91.5 (1), (2), or (3), and those who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by HUD.

### **Underwriting Requirements**

Developing financially feasible rental housing for qualifying households is challenging in the absence of project-based rental assistance. Most HOME-assisted rental projects rely on tenant rents to cover all or a portion of the debt service and project operating costs. Most HOME-ARP qualifying households will be unable to pay a rent that covers allocated debt service or operating costs, requiring owners/developers to use other techniques to determine that HOME-ARP units are affordable and that projects containing HOME-ARP units are sustainable throughout the minimum compliance period.

Owners/developers are encouraged to work with local PHAs and other state or local agencies to obtain project-based rental assistance for units funded with HOME-ARP. In the absence of such project-based rental assistance, the HOME-ARP units for qualifying households may require substantial capital investment through HOME-ARP and other Federal, state, local, or private sources to eliminate debt service on the units.

ARP suspended the maximum per-unit subsidy limit for HOME-ARP units, enabling HOME-ARP funds to pay the entire cost to acquire, rehabilitate and/or construct the HOME-ARP rental units, eliminating the need for the HOME-ARP units to support debt. In mixed-income developments, revenue from market rate or higher income restricted units may also provide an internal subsidy to cover a portion of the operating costs of HOME-ARP units.

To address these challenges and maintain affordability, HUD is using its HOME-ARP statutory authority to:

- Establish alternative rent requirements to 24 CFR 92.252(b) and extend an owner's ability to charge the maximum rent permissible under a rental assistance program (to units occupied by recipients of tenant-based rental assistance (e.g., Housing Choice Vouchers, HOME TBRA, HOME-ARP TBRA).
- Establish a minimum compliance period of 15 years for all HOME-ARP rental units irrespective of the amount of subsidy per unit or whether the units are acquired, rehabilitated, and/or newly constructed.

- Permit the use of HOME-ARP funds to provide ongoing operating cost assistance or capitalize a project operating cost assistance reserve to address operating deficits of the HOME-ARP units restricted for qualifying households during the compliance period.
- Allow not more than 30 percent of the total number of rental units assisted with HOME-ARP funds to be restricted to households that are low-income as defined in 24 CFR 92.2 (“low-income households”). These units may only be located in projects containing HOME-ARP units restricted for qualifying households. The HOME-ARP rental units occupied by low-income households must operate under the regulations applicable to HOME rental units at 24 CFR 92.252 (i.e., be occupied by low-income households and bearing a rent not greater than the lesser of a. the Fair Market Rent for existing housing for comparable units in the area, as established by HUD, or b. a rent equal to 30 percent of the adjusted income of a family with annual income at 65 percent of median income for the area, as determined by HUD, with adjustments for the number of bedrooms in the unit).

**Projects must meet all Federal, State, and Local requirements.**

HOME Program Regulations (24 CFR 92):

<https://www.ecfr.gov/current/title-24/subtitle-A/part-92?toc=1>

Uniform Administrative Requirements (2 CFR 200):

[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

Requirements for the Use of Funds in the HOME-American Rescue Plan Program:

<https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf>

HOME Income Limits for Cape Coral-Fort Myers MSA:

[https://www.huduser.gov/portal/datasets/home-datasets/files/HOME\\_IncomeLmts\\_State\\_FL\\_2021.pdf](https://www.huduser.gov/portal/datasets/home-datasets/files/HOME_IncomeLmts_State_FL_2021.pdf)

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)

<https://www.dol.gov/agencies/whd/laws-and-regulations/laws/dbra>

Requirements of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75

<https://www.hud.gov/section3>

<https://www.hacfm.org/doing-business/section-3/>

## SECTION III: Funding Guidelines

### ***Administrative Costs***

Costs associated with general management, oversight, and coordination; training on grant requirements; consolidated plans; and environmental reviews should be incorporated in overall project development costs.

### ***Cost Reimbursement***

All contracts will be on a cost reimbursement basis. Sub-recipient will be required to submit proper back-up documentation for project eligible expenses as determined by the funding source regulations and requirements. **The contract is reimbursement based and the applicant must be able to pay for project costs prior to requesting payment.**

### ***Match***

Match may be cash or in-kind for otherwise eligible project costs by the funding source. All match must be documented in writing. While the required amount of match differs based on funding source, all funding sources require match. Match is defined as the provision of direct eligible costs to the project from a source other than the funding source. Match can be provided through an agency's other funded projects, which may also provide services to the funded project's clients or through community partners that, are providing additional, eligible services to a funded project's clients. Match guidelines are as follows:

<b>Funding Source</b>	<b>Percent of Match Required</b>
Community Development Block Grant (CDBG)	No Match Required
HOME ARP	No Match Required
HOME	25% Match

### ***Maximum/Minimum Funding Request***

- The minimum funding request for any project is \$500,000.
- Maximum funding available for CDBG is \$2,178,543.
- Maximum funding available for HOME and HOME ARP is \$1,800,000.
- HVS reserves the right to award more or less than the amount of funds requested based on funding available.

### ***Cost of Submitting Applications***

The cost of preparing and submitting an application is the sole responsibility of the applicant and shall not be chargeable in any manner to HVS. HVS will not reimburse any applicant for any costs associated with the preparation and submission of an application, including but not limited to, expenses incurred in making an oral presentation, or participating in an interview (*if required*).

### ***Conflict of Interest***

The applicant 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 if a contract is awarded. The applicant further agrees that no person having any such interest shall be employed or engaged for said performance. The applicant agrees that no employee, officer, agent of the applicant or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The applicant 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 applicant. For federally funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

## State and Federal Administrative Requirements

Agencies must comply with Federal administrative requirements. All agencies awarded funds through this NOFA will be required to comply with a variety of requirements governing the use of State and Federal funds. Additionally, agencies awarded funds through this NOFA will be required to provide access to their financial records to a representative of HVS to evaluate their financial management systems. HVS staff will monitor each program to ensure compliance with the terms of the funding agreement between the HVS and the agency. This will include monitoring records kept by the applicant to demonstrate the eligibility of clients, the services provided, and other required information.

**Liability insurance is required for all Grants.** All agencies awarded funds will be required to obtain liability and worker's compensation coverage that will be further defined in the funding agreement, if awarded. **Lee County Board of County Commissioners must be named as the Certificate Holder and the additional insured.**

**Handicapped Accessibility** – All projects must be accessible to persons with disabilities. Programs, information, participation, communications and services must be accessible to persons with disabilities. Agencies must comply with Section 504 of the Rehabilitation Act of 1974 and Americans with Disabilities Act (ADA).

**Nondiscrimination** – All funded agencies must ensure that all persons have fair and equal access to all forms of assistance regardless of race, color, national origin, age, sex, familial status, religious preference, disability, type or amount of disability, gender identity, perceived gender identity, marital status, sexual orientation, or perceived sexual orientation. These non-discriminatory practices apply to employment and contracting as well as to marketing, and selection of project participants. The Lee County CoC requires agencies to practice a person-centered model that incorporates participant choice and inclusion of all homeless subpopulations present in Lee County, including homeless veterans, youth, and families with children, individual adults, seniors, victims of domestic violence, and Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, and Intersex (LGBTQI) individuals and families.

The Lee County CoC operates in accordance with all federal statutes including, but not limited to: the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, and Title II and Title III of the Americans with Disabilities Act. All service providers, where assistance is provided through Community Planning and Development (CPD) programs, including assistance under the: HOME Investment Partnerships program (24 CFR part 92), Housing Trust Fund program (24 CFR part 93), Community Development Block Grant program (24 CFR part 570), Housing Opportunities for Persons With AIDS program (24 CFR part 574), Emergency Solutions Grants program (24 CFR part 576), Continuum of Care program (24 CFR part 578), or Rural Housing Stability Assistance Program (24 CFR part 579), must ensure equal access to the HUD-assisted program in accordance with all general HUD program requirements as specified in 24 CFR Part 5.

Funded agencies must maintain records demonstrating compliance with the nondiscrimination and equal opportunity requirements under §576.407(a), including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with the awarded funding source and the affirmative outreach requirements in § 576.407(b).

**Section 3** - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 75 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the county, the subrecipient/provider/developer, and any of the subrecipient/provider/developer's subcontractors.

The subrecipient/provider/developer certifies and agrees that no contractual or other impediment exists that prevent compliance with these requirements. The subrecipient/provider/developer 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.”

**Davis Bacon-** The 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 subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The 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 IV: Application Evaluation and Selection

### Threshold Requirements

Applications will be reviewed by HVS staff to ensure the submission does NOT contain any fatal flaws, as listed below. If HVS determines the threshold requirements are not met, the project will be rejected, and the applicant agency notified in writing. If the applicant and application are determined eligible, then the application will proceed to the Application Review, Scoring and Conditional Selection Process.

#### Fatal Flaws

Applications that commit the following will be considered as having a fatal flaw, and will not be given consideration for funding:

- Applications received after the stated due date and time
- Applications received from an agency not eligible to apply (is not a non-profit, local government and/or is listed on the Excluded Parties List)
- The Application is not signed by the agency official designated to execute contracts
- The Applicant has not provided direct services for at least 12 months prior to the date of application.

### ***Application Review, Scoring and Conditional Selection Process***

Applications that meet threshold criteria will be forwarded to an Evaluation and Ranking Committee for review, scoring and conditional selection. The Committee Members will meet to review and score each project application in accordance with the Project Ranking Tool (**Appendix 3**).

*Committee Members who have an interest in a submitted project application will recuse themselves from scoring the project in which they have an interest. An interest includes being an employee, volunteer and/or board member of an applicant agency or other entity that is direct partner and/or would otherwise directly benefit of the proposed project.*

### ***Notice of Funding Decision***

HVS staff will provide written notice regarding the funding decision to each applicant by **Friday, January 21, 2022**.

### ***Post Award Requirements***

If awarded, a contract will be executed by the Lee County Board of County Commissioners and administered by the HVS (See Sample Contract Document in Appendix 2). The contract will be based upon the information submitted in the application, all accompanying exhibits/attachments and any additional information that is requested/received during the review phase. Contract language is not negotiable. **The contract is reimbursement based and the applicant must be able to pay for project costs prior to requesting payment.** Modifications and updates to application exhibits may be required prior to contract execution. Applicants should review the attached contract to ensure their ability to comply with all requirements and expectations, including potential increased insurance coverage and financial audits.

## SECTION V: Application Forms

All forms must be complete for application to be considered for conditional award.

### 1. Applicant Information

Organization Name:	Authorized Organization Representative Name/Title:
Address:	Telephone:
City, State/Zip:	Organization Website:
Contact Person Name/Title:	DUNS #:
Contract Person E-mail:	Federal Employer ID #:

### 2. Project Information

Project Name:		
Project Address (if different from organization address):		
This is a/an: <input type="checkbox"/> New Project   or <input type="checkbox"/> Expanded Project		
Total Funding Requested for this Project: \$ _____		
<b>Project Type (check as many as applicable below):</b>		
<input type="checkbox"/> <b>Public Facility Improvements</b> <input type="checkbox"/> Acquisition <input type="checkbox"/> Acquisition/Rehabilitation <input type="checkbox"/> Rehabilitation	<input type="checkbox"/> <b>Housing Development</b> <input type="checkbox"/> Acquisition <input type="checkbox"/> Rehabilitation	<input type="checkbox"/> <b>Other:</b> _____ <i>Clearly describe all project components in the Project Description.</i>

<b>Target Population (check as many as applicable below):</b>	
<input type="checkbox"/> LGBTQI+ Individuals/Families/Youth <input type="checkbox"/> Unaccompanied Youth (ages 18-24) <input type="checkbox"/> Youth exiting foster care <input type="checkbox"/> Children under the age of 18 <input type="checkbox"/> Person Experiencing Homelessness <input type="checkbox"/> Low / Mod Clientele	<input type="checkbox"/> Victims of Domestic Violence <input type="checkbox"/> Families <input type="checkbox"/> Individuals with Severe and Persistent Mental Illness <input type="checkbox"/> Veterans <input type="checkbox"/> Other: _____



**Target Service Location (*check as many as applicable below*):**

- City of Cape Coral
- City of Fort Myers
- City of Bonita Springs
- City of Sanibel

- Town of Fort Myers Beach
- Unincorporated Lee County
- All of Lee County
- Other: \_\_\_\_\_

**3. Certification**

To the best of my knowledge, I certify that the information in this application is true and correct and that the document has been duly authorized by the governing body of the applicant. I will comply with the program rules and regulations if assistance is approved. I also certify that I am aware that providing false information on the application can subject the individual signing such application to criminal sanctions. I further certify that I am authorized to submit this application and have followed all policies and procedures of my agency regarding grant application submissions.

Authorized Organization Representative:

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## 4. Project Description

Narrative response must include:

- sufficient information to understand the scope of the project, the number and type of clients to be served, the services to be provided and the cost of the proposed activities;
  - how the project will expand existing services/capacity or create new services;
  - the project's plan to make connections to mainstream benefits and community resources, when appropriate; and
  - an overall demonstration of need.
- 

## 5. Quality of Service Questionnaire

The applicant shall provide a brief response to each question below.

1. Describe how the project aligns with community goals.

*Community goals are described in the [2019-2023 Consolidated Plan](#). **Documentation of how the agency's project meets the goal must be attached to this application.***

2. Describe how the project is innovative, based on national best practices, and designed in accordance with an existing evidence-based program.
  3. Describe the procedure for assessing participant's needs and making client referrals to other service providers. (If Applicable)
  4. Describe how the project will meet one of the HUD defined national objectives. [https://www.hud.gov/sites/documents/DOC\\_16472.PDF](https://www.hud.gov/sites/documents/DOC_16472.PDF)
  5. Explain your agency's experience completing projects of a similar size and scope, including federal, state, and/or local government grant experience and capacity of the organization to administer the project and oversee all compliance requirements.
  6. Does your agency conduct an internal annual evaluation of services provided? If yes, please provide a copy of the most recent evaluation.
  7. Describe how the agency will continue to provide quality services in the community if overall funding was reduced or lost.
- 

## 6. Ability to Complete Activities Outline

The applicant shall provide an outline that documents their ability to complete the funded activities in the allotted timeframe. This outline shall include:

- Timelines of critical tasks to be accomplished for each proposed activity;
- Monthly spending plans and proposed drawn down schedules; and
- Reporting schedule for outcomes achieved.

*The outline is required and must be attached to the application in either Word or PDF format*

## **7. Budget Narrative**

The applicant shall provide a budget narrative to describe the overall project budget and sources of leveraged funds expected for the period of the grant. The budget narrative must include the following criteria:

- Identify sources of leveraged funds which are currently committed to the organization for this project (**commitment letters MUST be attached**).
- Describe and justify the proposed costs.
- Clearly identify the timeframes and methods for obligating grant funds, and how the agency plans to ensure funds are spent before the deadline.
- If the applicant plans to additionally provide services, other than those eligible under the funding in this application, clearly denote the type of other services or programs and the funding sources.

**A copy of the applicant's overall budget, including other services or programs and funding sources, general management and oversight budget, overhead/indirect rates charged to grant sources, and chart of key project staff, including a description of their duties and qualifications must be attached following the Budget Narrative.**

## 8. Budget and Match Form

Complete each line as applicable to the proposed project.

Item Description	Total Requested
<b>Acquisition of Real Property</b>	
Grant funds may be used to pay up to 100 percent of the cost of acquisition of real property selected by the recipient or Sub recipient. (Budget Narrative must provide greater detail of the financing and total project costs)	\$
<b>Rehabilitation</b>	
Eligible rehabilitation costs include installing cost-saving energy measures and bringing a structure up to health and safety standards.. Rehabilitation on leased properties is ineligible.(Budget Narrative must provide greater detail of the financing and total project costs)	\$
<b>New Construction</b>	
Eligible costs include development costs such as demolition, construction, utility connections as well as soft costs associated, such as engineering, building permits, initial operating expenses and overhead costs.	\$
<b>Other Projected Costs (Please list and describe each)</b>	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total Request</b>	\$

*The proposed budget will be used in scoring projects related to funding award decisions. If selected for funding, new budgets may be requested based on the actual funding sources' budget requirements and eligible costs*

Applicant Representative Signature:

Date:

## 9. Leveraged Funding Sources

### A. Grants

List each grant award claimed by your agency that will be used to fund the project within this application.

*Letters of commitment and/or contracts must be attached.*

	<b>Source of Leveraged Funding</b> (Program income, GN, cash, exc..)	<b>Grant Amount</b>	<b>Grant Award # / Reference</b>
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
<b>Total Leveraged Funds</b>		\$ _____	

### B. Total Funding for Project

<b>Funding Source</b>	<b>Total Amount</b>
<b>A. Total Leveraged Funds</b>	\$
<b>C. Total Requested Through This Application</b>	\$
<b>Total Funding for Project</b>	\$

## 10. Project Outcomes

Applicants must provide anticipated outcomes for each of the applicable performance measures below. Complete all that apply.

Performance Measure	Desired Outcome	Describe the project component(s) that will be used, and how the outcome will be achieved and monitored.
<input type="checkbox"/> Number of housing units created		
<input type="checkbox"/> Number of low / moderate households assisted		
<input type="checkbox"/> Number of persons experiencing homelessness who will be provided permanent housing		
<input type="checkbox"/> Number of jobs created		
<input type="checkbox"/> Other: _____		

## 11. Required Attachments

- a. Documentation of Other Funds - Letters of Commitment or Contracts
- b. Applicants Annual Operating Budget – Financial Statements
- c. Chart of Key Project Staff, including a description of their duties and qualifications
- d. Documentation of National Best Practices or Evidence Based Program design
- e. Proof of non-profit Status

## 12. Completeness Checklist

*Applicants must complete chart below and attach as PAGE 1 of the submission.*

<b>Application Forms and Attachments</b>	<b>Page #</b>
<b><u>Project Name:</u></b>	
<b><u>Project Applicant:</u></b>	
<b><u>Total Funding Requested:</u></b>	
<b>Table of Contents (COMPLETENESS CHECKLIST)</b>	<b>1</b>
1. Applicant Information	
2. Project Information	
3. Certification	
4. Project Description	
5. Quality of Service Questionnaire	
6. Ability to Complete Activities Outline	
7. Budget Narrative	
8. Budget and Match Form	
9. Other Funding	
10. Project Outcomes	
11. Required Attachments	
a. Documentation of Other Funds	
b. Applicants Annual Operating Budget	
c. Chart of Key Project Staff	
d. Documentation of Project's Alignment with Community Goals	
e. Documentation of National Best Practices or Evidence Based Program design	
g. Proof of Non-Profit Status	

## **SECTION VI: APPENDICES**



***Appendix 1 – NOFA Appeal Process***



## NOFA Appeal Process

### A. Criteria

All eligible applicants have the opportunity to appeal both their score and preliminary ranking prior to the ranked list being finalized. An appeal can only be made by an applicant regarding the scoring of its own application. The Appeals Committee will only be established if an applicant requests an appeal. Applicants may ask for summary scoring information prior to the submission of the appeal letter. Individual ranking committee member scores will not be released to applicants. No Applicant shall have the right to appeal a decision from the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto. The appeal process provided herein applies solely to decisions made in this NOFA and does not apply to any decisions made with respect to any previously issued NOFAs, or decisions to be made pursuant to future program NOFAs.

Note: Project Applicants that have been found to not meet the threshold requirements are not eligible for an appeal.

### B. Appeal Process and Deadline

Any and all appeals must be received in writing with supporting documentation within three (3) business days of the notification of ranking to projects.

All notices of appeal must be based on the information submitted by the application due date. No new or additional information will be considered. Omissions to the application cannot be appealed.

The notice of appeal must include a written statement specifying in detail the grounds asserted for the appeal. The appeal must include a copy of the application and all accompanying materials submitted to the Review and Rank Committee. No additional information can be submitted. The appeal is limited to one single spaced page in 12-point font in the form of a letter on the applicant's agency's letterhead and must clearly state the reasons for the appeal and specify all issues being contested. Once the written appeal is submitted, no further information or materials will be accepted or considered.

All valid appeals will be read, reviewed, and evaluated by the Appeals Committee.

The Appeals Committee will meet to deliberate the appeal.

- The Appeals Committee will review the rankings made by the Review Committee only on the basis of the submitted project application, the one page appeal, any statements made during the appeal process, and the material used by the Review Panel. No new information can be submitted by the Project Applicant appealing or reviewed by the Appeals Committee.

- The decision of the Appeals Committee must be supported by a simple majority vote.

### **C. Appeal Decisions**

The appealing agency will receive a written decision of the Appeals Committee within two (2) business days of the Appeals Committee Meeting.

The decision of the Appeals Committee will be final.

### **D. Effectiveness**

If the applicable statutes and/or Guidelines governing the funding source's program contain an existing process for appealing decisions of the Department with respect to NOFA awards, then this section shall be inapplicable, and such existing authority shall govern all appeals.

### **E. Application Debriefing**

An agency may request a debriefing of their reviewed application, whether or not the project was chosen to be funded. This must be a written request within 3 days of award notification. Application debriefing will be a summary of the review committee's feedback on the project. This information is not eligible to be used for an appeal, it is informative for the agency.

## ***Appendix 2 – Sample Contract Document***

CSFA # \_\_\_\_\_  
CFDA # \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Funding Source: \_\_\_\_\_

**STANDARD NONPROFIT/GOVERNMENT CONTRACT**

**SUBRECIPIENT CONTRACT BETWEEN  
THE LEE BOARD OF COUNTY COMMISSIONERS  
And**

**THIS CONTRACT** between Lee County, a political subdivision and Charter county of the State of Florida, hereinafter referred to as “**COUNTY**” and \_\_\_\_\_ a Nonprofit Corporation/Government/Municipality registered under the laws of Florida Chapter 617, operating under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**" will become effective upon the date approved by the Board of County Commissioners (BOCC).

**WHEREAS, COUNTY** believes it to be in the public interest to provide certain activities to the Lee County residents 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**

Any proposal/application submitted which resulted in this funding award are binding and incorporated herein as a part of this contract including all conditions and projected levels of service.

For federally funded projects, all requirements and conditions as described in Attachment A, Program Guidelines must also be followed.

All projects funded by Department of Housing and Urban Development (HUD) Homeless Assistance Grants must actively participate in the Centralized Intake/Coordinated Assessment process and input data into the Homeless Management Information System (HMIS).

All activities funded with CDBG/HOME funds must benefit persons of income levels at or below 80% of the area median income and as defined in the pertinent program requirements. Sub recipient certifies that the activity carried out under this Agreement will meet the CDBG/HOME income eligibility requirements.

**ARTICLE II: TERM OF CONTRACT**

This Contract shall begin \_\_\_\_\_ and end, \_\_\_\_\_ unless terminated as specified in Article IX, Suspension/Termination.

For unit rate contracts, programs must be operational within 45 days of contract begin date (identified above).

**ARTICLE III: COMPENSATION AND REPORTS**

**A. Contract Payment**

The **COUNTY** will make payments on a reimbursement basis to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed \$. Payments will be authorized only for work completed and/or services delivered during the term of the contract as stated in ARTICLE II: TERM OF CONTRACT and prior to the payment request date. Documentation of eligible expenses will be provided as stated in ARTICLE III C. Contract Deliverables. Payment is subject to the provisions of ARTICLE III B. Deferred Payment/Return of Funds and ARTICLE IX: SUSPENSION/TERMINATION. Funding is contingent upon the availability of funds.

The **COUNTY** has agreed to purchase the service(s) listed in Article I. For unit rate contracts, this contract is for the payment of a fixed number of units of service at the fixed unit rate. For line item contracts, this contract is for payment of line item amounts as identified in the approved budget.

<b>Program</b>	<b><u>Unit Rate:</u></b> <b>Unit Description</b>	<b><u>Unit Rate:</u></b> <b>Units purchased by County</b>	<b><u>Unit Rate:</u></b> <b>Unit rate reimbursed by County</b>	<b>Total</b>
	<b><u>Line Item:</u></b> <b>Approved Budget Category</b>	<b><u>Line Item:</u></b> <b>Annual Budget Amount</b>	<b><u>Line Item:</u></b> N/A	

For Partnering for Results (PFR) contracts, Lee County will fund no more than 40% of the program’s actual cash expenses. The agency must be able to substantiate receipt of at least 60% of revenue from other sources or the amount of contract may be reduced. Documentation of expenses may be required at any time during the contract term if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement. In addition, Lee County may not fund program if revenues significantly exceed expenses.

Once funding is approved and a contract issued by Human and Veteran Services (HVS) it must be returned by the agency for execution within 30 days. In addition, funds must begin to be drawn within 60 days of contract execution unless Contract Specialist authorizes additional time. Failure to return signed contract or begin spending funds within allocated time frame may result in reduction or forfeiture of funds.

**B. Deferred Payment/Return of Funds**

The **COUNTY** may defer payment to the **PROVIDER** for noncompliance with contract deliverables or program requirements.

If, as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to the COUNTY or a repayment agreement is accepted by COUNTY. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds

disallowed pursuant to the terms of this Contract and/or Federal requirements. For contracts funded under the Partnering for Results (local general fund) process, repayment will be required if the amount paid exceeds 40% of program expenses. Such funds shall be considered COUNTY funds and must be refunded to the COUNTY within thirty (30) 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.

**C. Contract Deliverables**

**1. Required Reports (checked boxes are applicable)**

**EXHIBIT 1- Payment Request - Due: Monthly by the 20<sup>th</sup> of the following month.** All payments will be **reimbursement** for eligible expenses/services defined as uncompensated expenses rendered during the contract term and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D). Copies of supporting documentation is required as part of the Payment Request for review of grant compliance and before payment will be authorized by Human and Veterans Services. **Reimbursement** for eligible expenses will be made after review and authorization of a correct and complete Exhibit 1 and all required back up documentation. Lee County must be payor of last resort, meaning that if services are eligible to be billed to any other entity including but not limited to: Medicaid, third party insurance or any other entity, Lee County will not pay for that service.

Appropriate back-up/supporting documentation may include: cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the PROVIDER'S check issued with authorized signature. Two-sided copies of back-up documentation are preferred. For Construction Contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request. For PFR contracts, documentation of expenses may be required as back-up/supporting documentation if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement.

The Exhibit 1 (Payment Request) must be submitted with an **authorized** signature. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified during monitoring.

If applicable, processing of payment requests is also subject to requirements and conditions as outlined in Attachment A, Program Guidelines.

**EXHIBIT 2- Program/Demographics/Beneficiary Report –Due: As indicated on Exhibit 2.**

**EXHIBIT 3 – Performance Outcomes Report – Due: As indicated on Exhibit 3.**

**EXHIBIT 4 - Quarterly Unit Rate & Revenue Analysis Report – Due: 30 days following the end of each quarter. (Jan 31; April 30; July 31; Oct 31).**  
**Documentation to support expenditures and revenue MUST be attached i.e.**

**QuickBooks; Profit/Loss Statement.**

- EXHIBIT 5- Annual Progress Report or Closeout Report- **Due as indicated on Exhibit 5 and/or in Section D.**
- EXHIBIT 6 - Certificate of Insurance - **Insert in contract.**
- EXHIBIT 7 – Statement of Work – **Insert in contract.**
- EXHIBIT 8 - Equipment/Fixed Assets Inventory Form- **Due: 30 days from purchase of equipment or fixed assets, and annually on October 1.**
- EXHIBIT 9 - Annual Certification of Continued Operation - **Due: As indicated on Exhibit 9.**
- EXHIBIT 10- Current Board of Directors Roster

All exhibits/reports should be submitted electronically (email or uploaded into database if applicable). An electronic signature or a scanned copy of the report with signature is acceptable for all reports/exhibits including the Exhibit 1 (Payment Request) for which signatures are required.

**2. Required Documents**

- Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – **Due Date: Non profits - 180 days following the end of PROVIDER’S fiscal year(s); Governments/municipalities - 270 days following the end of fiscal year(s).**
- Monitoring Reports – A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of PROVIDER’S response to the funding agency are due to the COUNTY no later than **30 days** after receipt by the PROVIDER.

**D. Contract Closeout**

- Partnering for Results: Unit Rate Analysis Report -**Due: 30 days after contract end.**
- Partnering for Results: Final Payment Request –**Due: 4 business days after contract end.**
- Partnering for Results: Close-Out Report – **Due 30 days after contract end.**
- State Mandated: Final Payment Request – **Due: 4 business days after contract end**
- HOME – Close-out package for each property –**Due: 120 days after payment request.**
- Supportive Housing Program and Rental Assistance (COC) – Final Payment Request and Annual Progress Report – **Due: 45 days end date of operating year.**
- CDBG – Final Payment Request and Beneficiary Reports – **Due: 20<sup>th</sup> of the month after term end.**
- Other Funding Source – \_\_\_\_\_  
Final Closeout Payment Request – **Due:** \_\_\_\_\_

**ARTICLE IV:        AUDITS, MONITORING, AND RECORDS**



**A. Monitoring**

The **PROVIDER** agrees to permit persons 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** 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 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 breach or default, or termination of this Contract.

**B. Audits 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 of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract noncompliance or material weaknesses in the organization are 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 demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and a minimum of five (5) years from the date of contract expiration. The retention period may be longer depending on the funding source and it is the **PROVIDER'S** obligation to comply with all Federal and State of Florida retention schedules. 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., as amended from time to time, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the **COUNTY** in order to perform the services required under this Contract;
- 2) upon request from the County's custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) 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
- 4) 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 Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **COUNTY** in a format that is compatible with the information technology 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>.**

**D. Independent Audit**

A complete independent financial audit of the agency's financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable is required and must include the following:

- auditor's opinion
- requisite reports on internal control and compliance, if required
- management letter addressing internal controls (Note: If there were no items to be addressed, the letter must still be completed and state that no comments were noted.)
- management's response to such letter
- the programs that are funded by this Lee County contract 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), exhibit(s), and attachment(s).

The audit must be submitted electronically to the **COUNTY** no later than one hundred eighty (180) days following the end of a nonprofit **PROVIDER'S** fiscal year and two hundred seventy (270) days following the end of a government/municipality **PROVIDER'S** fiscal year. If applicable, any corrective action plan must be submitted. Failure to submit the report within the required time frame can result in the withholding of payment, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant with an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards,

OMB Circular A-133 “Audits of States, Local Governments and Nonprofit Organizations” if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

## **ARTICLE V:            **AMENDMENTS****

**PROVIDER** must submit a written request (email is acceptable) for a contract amendment which details the nature of and justification for the requested change and the desired effective date of the change(s). The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

The Department Director may approve amendments to the contract, which do not substantially change the original contracted scope of service and statement of work, including extensions to the end date of the contract as identified in ARTICLE II. The Board of County Commissioners must approve amendments which increase or decrease contract funds; significantly change program design including target population or major changes in outcomes; change or add to the standard provider contract language, which is not for the purpose of correcting original omissions or clarifying original contract intent.

For federally funded projects, HUD must approve (24 CFR 583.405), in writing, any **significant** changes to an approved Homeless Continuum of Care program prior to initiating a contract amendment. Amendments to CDBG, HOME, or ESG which involve new or alteration of existing activities that will significantly change the scope, location, or objectives of the approved activities or beneficiaries must receive prior HUD approval.

## **ARTICLE VI:            **CONTRACTOR STATUS****

### **A.     Independent Contractor**

It is the Parties’ intention that the **PROVIDER** will be an independent contractor and not the **COUNTY**’s employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker’s Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER’S** activities and responsibilities hereunder. The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

### **B.     Subcontracts**

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. Provider must provide written notice to the **COUNTY** of all subcontractors as well as provide copies of all contracts entered into with subcontractors upon the **COUNTY**’s request. Procurement and/or bidding of non primary roles and responsibilities must be awarded on a fair and non collusive basis and must be in compliance

with all applicable Lee County, State of Florida and Federal standards. The **PROVIDER** shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the **PROVIDER** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and if applicable Attachment A, Program Guidelines and must be subject to indemnification as stated in Article VIII.

## **ARTICLE VII: 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 contract. 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 or construction bid 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**.

For federally-funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

## **ARTICLE VIII: RISK MANAGEMENT**

### **A. 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 and its attachments, 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 from time to time. 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, liability 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 Contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

### **B. Insurance Requirements**

### **Insurance – Nonprofit Providers**

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 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 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. Renewal certificates are due to Lee County on or before expiration date.

1. **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
  
2. **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:
  - \$500,000 bodily injury per person (BI)
  - \$1,000,000 bodily injury per occurrence (BI)
  - \$500,000 property damage (PD) or
  - \$1,000,000 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.
  
3. **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
  
4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
  
5. **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.

**Insurance – Government/Municipality**

Documentation of the above coverage requirements are not applicable to government/municipalities that are self-insured.

**C. 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.

**ARTICLE IX: SUSPENSION/TERMINATION**

**A. Suspension**

The COUNTY reserves the right to suspend funding for failure to comply with the requirements of this contract. Agencies that fail to submit required documents by the due date can be suspended, and payment will be withheld until all requirements are satisfied.

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.

For contracts funded under “Partnering for Results”: If anticipated Program revenue from other sources exceeds expenses by 40%, COUNTY reserves the right to suspend contract until final expenses/revenue is confirmed.

**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, Process Server or Hand Delivery following a determination by the County Manager or designee, 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.

If the financing for this project is contingent upon funding sources other than Lee County as identified in the proposal/application of the contract and such funds become unavailable the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours written notice.

For contracts funded under “Partnering for Results”: If confirmed Program revenue from other sources exceeds expenses by 40%, COUNTY reserves the right to terminate contract upon no less than twenty four (24) hours written notice.

For unit rate contracts, if program is not operational within 45 days from contract start date, funds for said program will be withdrawn and contract will be amended or terminated.

**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 or Process Server 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 X:            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.

### **IMMIGRATION LAWS:**

The **COUNTY** will not intentionally award contracts to any provider/contractor/vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (INA).

The **COUNTY** shall consider the employment by any **PROVIDER** of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by The **COUNTY**.

### **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/FHLaws)  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp)  
[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-mfh-faq](https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq)

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 U.S.C 42.126 (sections 12101-12213) and 28CFR35, 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 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 US.
- P. 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.
- Q. 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.

**ARTICLE XI HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Lee County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a “covered entity” as the law defines that term. Any “personal health information” (PHI) as defined by the law that the **COUNTY** receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently “de-identified” to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an ongoing task of the affected staffs of the **COUNTY** and **PROVIDER**.

**ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE**

Any dispute between the parties with respect to provisions contained in a Lee County Human and Veteran Services (HVS) contract or issues that arise pertinent to a contract shall be resolved as follows:

The parties may, by mutual agreement, attempt to resolve their dispute in the following manner within a thirty (30) day period. If both parties are in agreement, the thirty (30) day time period can be extended for an additional ten days.

- a. Duly authorized representatives shall meet as often as mutually agreeable to discuss in good faith the dispute and to negotiate a mutually agreeable resolution. Authorized representatives for HVS include Contract Specialist, and Program Manager.
- b. During the course of the dispute process requests made by one Party to the other for non-privileged information, reasonably related to the dispute shall be responded to in good faith.
- c. If the dispute is unable to be resolved between the authorized representatives within the specified time period, it will be forwarded to the Department Director for resolution. A decision by the Director will be issued within ten days.
- d. If the dispute remains unresolved after the Department Director’s decision, the parties may proceed to litigation. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles. Unless otherwise agreed in writing, **PROVIDER** will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.
- e. Either Party may at any time commence formal court proceedings, which shall be immediately communicated, and will end the informal Dispute Resolution process as described in paragraph a-c above.

**ARTICLE XIII: NOTICES**

Official notices concerning this Contract will be directed to the following authorized representatives:

**PROVIDER:**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail : \_\_\_\_\_

**COUNTY:**

Name: \_\_\_\_\_ Attn: \_\_\_\_\_  
 Title: \_\_\_\_\_ Contract Coordinator \_\_\_\_\_  
 Agency: \_\_\_\_\_ Human and Veteran Services \_\_\_\_\_  
 Address: \_\_\_\_\_ 2440 Thompson Street \_\_\_\_\_  
 \_\_\_\_\_ Fort Myers, Florida 33901 \_\_\_\_\_  
 Telephone: \_\_\_\_\_ (239) 533-79 \_\_\_\_\_  
 Fax: \_\_\_\_\_ (239) 533-7960 \_\_\_\_\_  
 E-Mail: \_\_\_\_\_ @leegov.com \_\_\_\_\_

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

\_\_\_\_\_  
 Name (printed/typed)  
 \_\_\_\_\_  
 Signature

OR \_\_\_\_\_  
 Name (printed/typed)  
 \_\_\_\_\_  
 Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Title

In the event that Provider designates different representatives 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**.

**ARTICLE XIV: SPECIAL PROVISIONS**

If needed, **PROVIDER** may be called upon to assist the **COUNTY** during a natural disaster or emergency. This includes the use of the **PROVIDER'S** facility to assist with Emergency Food Stamp preregistration if facility is operational and computer terminals are available. **PROVIDER** will be responsible to notify United Way 211 immediately after a disaster declaration if the location is accessible and operational and of any **PROVIDER** staff who are available to assist with recovery efforts.

**ARTICLE XV: 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 17-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

By: \_\_\_\_\_  
Name (print)

\_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**COUNTY: LEE COUNTY**

By: \_\_\_\_\_  
Name (print)

\_\_\_\_\_  
(Signature of authorized officer)

Board of County Commissioners  
Title

\_\_\_\_\_  
Date

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_ (year),

**ATTEST:  
CLERK OF CIRCUIT COURT**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

by, \_\_\_\_\_  
who is personally known to me or who has  
produced \_\_\_\_\_ as identification  
and who  did ( did not) take an oath.

NOTARY:

By: \_\_\_\_\_  
Notary of Public (Signature)

\_\_\_\_\_  
Name (typed)

**APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:**

By: \_\_\_\_\_

Date: \_\_\_\_\_  
**OFFICE of the COUNTY ATTORNEY**

SAMPLE

## ***Appendix 3 – Project Ranking Tool***

## FY 2021 Lee County Project Ranking Tool

<i>This portion of the ranking tool will be completed by HVS.</i>	Threshold Requirements
Proposal was submitted by deadline. <i>If no, ineligible to apply.</i>	
Applicant is a non-profit organization with 501c3 Status. <i>If no, ineligible to apply.</i>	
Applicant agency has been providing direct services for at least 12 months prior to application deadline. <i>If no, ineligible to apply.</i>	
Organization is NOT listed on the excluded parties list. (www.sam.gov) <i>If no, ineligible to apply.</i>	
Application is signed by agency official designated to execute contracts. <i>If no, ineligible to apply.</i>	
<b>Eligible to Apply</b>	
HVS Review Staff Initial: Date of Threshold Review:	

## Project Scoring

*Please enter your score for each scoring criteria based on the project proposal. While most scoring factors are related to specific questions, reviewer may consider all elements of the proposal to determine score for each item. Please use only whole and half points.*

<p><b>Agency’s Capacity and Experience:</b> The agency has at least 12 months experience addressing the needs of and providing services. The agency current operates facilities or programs with similar services. The agency also makes clear efforts to provide quality services through a person centered model.</p> <p style="text-align: right;"><b>Maximum Point Value: 10</b></p>	
<p><b>Alignment with Community Goals and Needs:</b> The project increases the affordable rental housing inventory.</p> <p style="text-align: right;"><b>Maximum Point Value: 5</b></p>	
<p><b>Alignment with Community Goals and Needs:</b> The project includes on site supportive services (i.e. behavioral health, physical health, case management, job training, job placement, life skills, budget and financial counseling, etc.).</p> <p style="text-align: right;"><b>Maximum Point Value: 10</b></p>	
<p><b>Alignment with Community Goals and Needs:</b> The project adheres to evidence-based program models, and includes green building and energy efficiency features, and is designed with broadband in mind.</p> <p style="text-align: right;"><b>Maximum Point Value: 10</b></p>	
<p><b>Budget, Match and Leverage:</b> The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and adequate match has been committed. The project also uses leveraged funds to expand available services/capacity.</p> <p style="text-align: right;"><b>Maximum Point Value: 10</b></p>	
<p><b>Timeliness:</b> The agency has a clear schedule for project implementation, spending, and reporting, and will be able to carry out activities within the funding period.</p> <p style="text-align: right;"><b>Maximum Point Value: 5</b></p>	
<p><b>Proposal Presentation:</b> The proposal is organized, and adheres to NOFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding.</p> <p style="text-align: right;"><b>Maximum Point Value: 5</b></p>	
<b>Total</b>	<b>0.00</b>

**Total Available Points = 55**