

FEDERALLY-FUNDED SUBAWARD AND FUNDING ASSISTANCE AGREEMENT

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Name of sub-recipient: **United Way of Lee County, Inc.**

SAM Organization Identifier: **GHHSPKQA19L6**

ARPA Project Unique identifier: **ARPA-DC313A**

Federal Award Identification Number: **SLT-2390**

Federal Award Date: **June 14, 2021 (first payment/tranche received)**

Subaward Period of Performance: Start Date: **November 1, 2021**

Subaward Period of Performance: End Date: **June 30, 2025**

Total Amount Obligated by this Action: **Not to Exceed \$17,000,000**

Total Federal Obligation by Lee County to Sub-recipient: (including this obligation)
\$20,000,000

Total Federal Award Commitments by Lee County to Sub-recipient: **\$20,000,000**

Award is R&D: 0

Federal Award Program Description: On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds). The Fiscal Recovery Funds are intended to provide support to state, local, and tribal governments (together, recipients) in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (C.R.F.).

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and tribal governments to respond to the COVID-19 emergency and restore jobs. The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- Support public health expenditures by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replace lost public sector revenue by using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers by offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- Invest in water, sewer, and broadband infrastructure by making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Federal awarding agency: **U.S. Department of Treasury**

Pass-through entity: **Lee County, FL**

CFDA number: **21.027**

CFDA name: **Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)**

R&D designation: **Non R&D**

Should you have any question about this sub-award, please contact: **Glen Salyer, Assistant County Manager at 239-533-2221**

As required by Federal Regulations and the terms and conditions of this award, the applicant agrees to complete and sign this document to ensure that they are eligible for any future COVID-19 funding from Lee County. This also includes that the Sub recipient agrees to report any fraud, waste or abuse of these funds to Lee County Administration.

**SUBRECIPIENT CONTRACT BETWEEN
THE LEE BOARD OF COUNTY COMMISSIONERS
AND UNITED WAY OF LEE COUNTY, INC.**

THIS AGREEMENT is entered into by Lee County, a charter county and political subdivision of the State of Florida, herein referred to as COUNTY and **United Way of Lee County, Inc.** whose address is **7273 Concourse Drive, Fort Myers, FL 33908**, herein referred to as SUBRECIPIENT.

RECITALS

WHEREAS, Lee County is a body corporate and politic established under the Florida Constitution and the Laws of Florida, and is authorized to, among other things, accept and administer grants from State and Federal authorities to enhance the quality of life in Lee County; and

WHEREAS, Congress passed the American Rescue Plan Act (ARPA) on March 10, 2021 and President Biden signed the American Rescue Plan Act into law on March 11, 2021; and

WHEREAS, the American Rescue Plan Act, in part, amends the Social Security Act (42 U.S.C. 601) by establishing the Fund in the amount of \$350 billion dollars for payments to States, Tribal governments and units of local government based on their populations.

WHEREAS, Lee County accepted American Rescue Plan Act funding from the United States Department of the Treasury; and

WHEREAS, this Agreement is consistent with American Rescue Plan Act guidelines to respond to the public health emergency or its negative economic impacts; and

WHEREAS, the SUBRECIPIENT requests and the COUNTY agrees, to provide funding to the SUBRECIPIENT for eligible expenditures under the American Rescue Plan Act, specifically pursuant to the terms and conditions specified herein relating to COVID-19; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties relied.

Section 2. Term

This Agreement is effective on _____ and ends on June 30, 2025 unless terminated earlier in accordance with this Agreement.

The Subaward Period of Performance is from November 1, 2021 and ends on June 30, 2025.

The Subaward Budget Period is from November 1, 2021 and ends on June 30, 2025.

Section 3. American Rescue Plan Act Funding

- a) The American Rescue Plan (ARP) Act, Section 603(c)(1) of the Social Security Act, established the \$350 billion Coronavirus State and Local Fiscal Recovery Funds. The United States Department of Treasury made payments from the Fund to States and eligible units of local government. The American Rescue Plan Act requires that payments from the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) only be used to cover expenses that: (a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and (d) To make necessary investments in water, sewer, or broadband infrastructure.
- b) For the purposes this Agreement, the COUNTY serves as the pass-through entity for a Federal award and the SUBRECIPIENT serves as the recipient of a sub award. This Agreement is entered into based on the following representations:
 1. The SUBRECIPIENT represents that it is fully qualified and eligible to receive these grant funds per the funding requirements.
 2. The COUNTY received these funds from the Federal government, and the COUNTY has the authority to sub grant these funds to the SUBRECIPIENT upon the terms and conditions outlined below.
 3. The COUNTY has authority to disburse the funds under this Agreement.

The COUNTY agrees to provide financial assistance to the SUBRECIPIENT in an amount not-to-exceed **\$17,000,000**. The SUBRECIPIENT must use this financial assistance for expenses eligible under 603(c)(1) of the Social Security Act, specifically the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) to mitigate financial hardships incurred because of COVID-19 during the Term. These funds must be spent in accordance with the guidance on the United States Treasury's website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. SUBRECIPIENTS are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

- a) The SUBRECIPIENT agrees to brand and promote this project exclusively between Lee County Government and United Way. Branding and promotion of subawarded projects associated with this SUBRECIPIENT agreement must be limited to Lee County Government, United Way, and the subawarded organization.
- b) SUBRECIPIENT is required to review the United States Treasury's website for updates to ensure compliance with the most updated CSLFRF guidance.
- c) For each SUBRECIPIENT, the COUNTY will assess the risk to successfully fulfilling the project objective pertaining to this agreement. The results of subrecipient risk assessments will

have an effect on the frequency and level of scrutiny during the monitoring process and may result in additional requirements being imposed on the SUBRECIPIENT.

- d) The SUBRECIPIENT must comply with 2 CFR 200 for accounting standards and cost principles.
- e) The SUBRECIPIENT must comply with COUNTY rules and 2 CFR 200 for conflicts of interest.
- f) The SUBRECIPIENT and subaward subrecipients shall be responsible for indirect cost associated with this grant.
- g) SUBRECIPIENT acknowledges that it has read, understands, will be bound by and agrees to have carried out, shall carry out, or cause to be carried out the terms, conditions, and services as described in the agreement attachments, including:
 - 1. ATTACHMENT A: PROJECT DETAILS – Overview (Need and Response), eligible activities.
 - 2. ATTACHMENT B: SCOPE OF WORK – Description of the SUBRECIPIENT’s and the COUNTY’s task, deliverables, timelines, and milestones. Additional United States Treasury scope requirements may be identify and required after the execution of this agreement.
 - 3. ATTACHMENT C: PROJECT BUDGET – Summary of the project’s annual budget by expense category and budget justification by category.
 - 4. ATTACHMENT D: REPORTING REQUIREMENTS – Description of the reporting requirements. Additional United States Treasury reporting requirements may be identify and required after the execution of this agreement.
 - 5. ATTACHMENT E: EQUITY-BASED REQUIREMENT – Description of the project’s equitable design and implementation by addressing the program’s equity goals, awareness, access and distribution, and outcomes.
 - 6. ATTACHMENT F: EVIDENCE-BASED REQUIREMENT – Description of the supporting evidence or evidence-producing strategy related the project selection, design, and implementation.
 - 7. ATTACHMENT G: PAYMENT DRAWDOWN SCHEDULE
 - 8. Award Payment:
 - a. SUBRECIPIENT agrees to the ATTACHMENT G: PAYMENT DRAWDOWN SCHEDULE - All payments made under this Agreement shall be on an advance payment basis. These monies are from CFDA 21.027. The initial payment shall be made according to the payment schedule. Thereafter, payments will be made according to the schedule and request of payment, based on the anticipated grant Subawards to grant candidates.

- b. Requests for payment must include a certification, signed by an official who is authorized to legally bind the SUBRECIPIENT, which reads as follows:

By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

- c. The COUNTY shall verify all documentation received prior to expending Funds under this Agreement and may request additional documentation, if needed. Payments will be made for expenditures that are eligible under the CSLFRF. The COUNTY retains the right to deny any requests for Funds under this Agreement if in the COUNTY’S sole discretion the request is not for and documentation does not substantiate an eligible expenditure. However, the COUNTY’S provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY or the Federal government to be ineligible.
- d. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and SUBRECIPIENT shall be solely liable for such expenses and liabilities.
- e. SUBRECIPIENT acknowledges that the COUNTY intends to award a portion of the CSLFRF funding to SUBRECIPIENT, and further acknowledges that the CSLFRF funding may be utilized only for the uses authorized by American Rescue Plan Act. Accordingly, SUBRECIPIENT covenants that the use of the CSLFRF funding by SUBRECIPIENT pursuant to this Agreement is limited to only those uses for which the CSLFRF funding may be utilized under American Rescue Plan Act.
- f. SUBRECIPIENT will retain any equipment purchased with CSLFRF funding through December 31, 2026.

Section 4. Enforcement

SUBRECIPIENT certifies that the information provided is complete, accurate, and current demonstrating SUBRECIPIENT’S eligibility to receive the Funds. SUBRECIPIENT is liable for recapture of Funds if any representation made in the reimbursement requests, payment requests, reporting or supporting documentation is at any time false or misleading in any respect, or if SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section 4 shall survive the termination of this Agreement.

Section 5. Recapture of Expenses

- A. Any funds that are not expended as authorized under this Agreement must be refunded to the COUNTY within fourteen (14) days of receipt of written notice provided by the COUNTY.
- B. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refunded to the COUNTY must be made within fourteen (14) days of receipt of written notice for a refund provided by the COUNTY.
- C. The COUNTY'S determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY in full for any expenditures that are later determined by the COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.
- D. If requested by the COUNTY, all refunds, return of improper payments, or repayments due to the COUNTY under this Agreement are to be made payable to Lee County and mailed directly to the COUNTY pursuant to Section 18 Notice and this Agreement.
- E. The SUBRECIPIENT has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The SUBRECIPIENT will also report all suspected fraud to the county.

Section 6. Maintenance and Review of Records

SUBRECIPIENT shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, memoranda of understanding, subcontracts, proof of insurance, and any other records related to or resulting from the Agreement to assure a proper accounting and monitoring of all funds awarded and shall maintain all accounts pertaining to such services, including, but not limited to, property, personnel and financial records, and supporting documentation, and any additional records required as a result of or associated with the utilization of the CSLFRF funding as outlined in the United States Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, or as maybe amended, which, among other things, shall enable ready identification of SUBRECIPIENT'S cost of goods and use of funds. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or the end of the required period, whichever is later.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as COUNTY may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The SUBRECIPIENT must maintain records and financial documents in compliance with all standards in the ARPA CSLFRF guidance and 2 CFR 200. Generally, records and financial documents must be maintained for five years after all funds have been expended or returned. The COUNTY or Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

SUBRECIPIENT must agree to provide or make available such records to the COUNTY upon request, to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

The COUNTY may access the SUBRECIPIENT records and financial statements as necessary to conduct monitoring activities.

Section 7. Monitoring

The SUBRECIPIENT agrees to permit persons duly authorized by the COUNTY, the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the SUBRECIPIENT and/or interview any clients and employees of the SUBRECIPIENT to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the SUBRECIPIENT reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the SUBRECIPIENT 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 SUBRECIPIENT a written report regarding the manner in which services are being provided. The SUBRECIPIENT 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 SUBRECIPIENT'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.

Section 8. Audits

A. The COUNTY may perform an audit of the records of the SUBRECIPIENT at any time during the Term of this Agreement and after final disbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to the SUBRECIPIENT and the COUNTY. When conducting an audit of the SUBRECIPIENT'S performance under this Agreement, the COUNTY must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

B. If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the SUBRECIPIENT will be held liable for reimbursement to the COUNTY of all Funds not spent in accordance with these applicable Federal and State guidelines and this Agreement, within fourteen (14) days after the COUNTY has notified the SUBRECIPIENT of such non-compliance.

C. If the COUNTY elects to have the SUBRECIPIENT perform an audit, the SUBRECIPIENT must have all audits completed by an independent auditor, which is defined in § 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the COUNTY no later than six (6) months from the end of the SUBRECIPIENT'S fiscal year.

D. The SUBRECIPIENT must send copies of reporting packages required under this paragraph directly to the COUNTY in accordance with Section 18 Notice.

E. Single Audit Requirements. SUBRECIPIENTS, that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements.

Section 9. Closeout

SUBRECIPIENT will comply will all closeout procedures of the awards, to include full compliance

with the agreement terms and conditions, ARPA, CSLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per CSLFRF compliance and reporting is 5 years.

Section 10. Indemnification

SUBRECIPIENT shall indemnify, hold harmless, and defend COUNTY from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees (at the trial and all appellate levels), that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation or breach of any provision or covenant of this Agreement or applicable law by the SUBRECIPIENT, its agents, subcontractors, assigns, heirs, and employees resulting from or arising under this Agreement.

The provisions of this Section 11 shall survive the termination of this Agreement.

Section 11. Termination

This Agreement may be terminated by the SUBRECIPIENT or the COUNTY at any time, with Cause or without Cause, upon not less than thirty (30) days prior written notice delivered to the SUBRECIPIENT as provided for in this Agreement or, at the option of COUNTY, immediately in the event that SUBRECIPIENT fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for costs incurred by SUBRECIPIENT after SUBRECIPIENT has received notice of termination. When an award is terminated, or partially terminated, the SUBRECIPIENT is still responsible for compliance with 2 CFR 200.

Section 12. Remedies

The COUNTY may exercise any other rights or remedies, which may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.

Section 13. Equal Opportunity; Non-Discrimination

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, and executive orders are incorporated herein by reference.

Section 14. Governing Laws; Venue

This Agreement and terms and conditions shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Lee County, Florida.

Section 15. Public Records Law

This Agreement, including attachments, is subject to disclosure under Florida's public records law subject to limited applicable exemptions. SUBRECIPIENT acknowledges, understands, and agrees that, except as noted below, all information in its application and attachments will be disclosed, without any notice to SUBRECIPIENT, if a public records request is made for such information, and the COUNTY will not be liable to SUBRECIPIENT for such disclosure. Social security numbers are collected, maintained and reported by the COUNTY must comply with IRS 1099 reporting requirements and are exempt from public records pursuant to Florida Statutes §119.071.

If SUBRECIPIENT believes that information in the Agreement, including attachments, contains information that is confidential and exempt from disclosure, SUBRECIPIENT must include a general description of the information and provide reference to the Florida Statute or other law which exempts such designated information from disclosure in the event a public records request is made. The COUNTY does not warrant or guarantee that information designated by SUBRECIPIENT as exempt from disclosure is in fact exempt, and if the COUNTY disagrees, it will make such disclosures in accordance with its sole determination as to the applicable law.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'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>.

Section 16. Independent Contractor

SUBRECIPIENT acknowledges that it is acting as an independent contractor and not as an agent, officer or employee of COUNTY. In no event shall any provision of this Agreement make COUNTY liable to any person or entity that contracts with or provides goods or services to SUBRECIPIENT in connection with this Agreement. There is no contractual relationship, either express or implied, between COUNTY or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to SUBRECIPIENT as a result of this Agreement.

Section 17. Compliance with Applicable Laws

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder, including, but not limited to, Florida's Public Records Act, Chapter 119, Florida Statutes and specifically including, but not limited to ARPA rules and guidance and 2 CFR 200.

Section 18. Notice

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (1) hand delivered to the persons designated below, or (2) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Roger Desjarlais
County Manager
PO Box 398
Fort Myers, FL 33902

As to SUBRECIPIENT:

United Way of Lee County, Inc.
Jeannine Joy, President and CEO
7273 Concourse Drive
Fort Myers FL 33908

Section 19. Risk Management

A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, SUBRECIPIENT shall protect, defend, indemnify, save and hold the COUNTY, the BoCC, 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 SUBRECIPIENT resulting from the SUBRECIPIENT'S work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the SUBRECIPIENT'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, SUBRECIPIENT 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. SUBRECIPIENT 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 SUBRECIPIENT. The SUBRECIPIENT further agrees to pay all reasonable expenses and attorney's fees incurred by the COUNTY in establishing the right to indemnity.

The SUBRECIPIENT 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 SUBRECIPIENT and not of the COUNTY.

B. Insurance Requirements

Insurance – Nonprofit SUBRECIPIENTs

The SUBRECIPIENT agrees to secure and maintain the insurance coverage outlined below during the term of this contract. The SUBRECIPIENT agrees that this insurance requirement shall not relieve or limit SUBRECIPIENT'S liability and that the COUNTY does not in any way represent that the insurance required is sufficient or adequate to protect the SUBRECIPIENT'S interests or liabilities, but are merely minimums. It is the responsibility of the SUBRECIPIENT 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 the 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 (B.I.)
 - \$1,000,000 bodily injury per occurrence (B.I.)
 - \$500,000 property damage (PD) or
 - \$1,000,000 combined single limit (C.S.L.) of B.I. and P.D.

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 SUBRECIPIENT 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 (B.I.)
 - \$300,000 bodily injury per occurrence (B.I.)
 - \$100,000 property damage (PD) or
 - \$300,000 combined single limit (C.S.L.) of B.I. and P.D.

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.

Section 20. Disclaimer of Third Party Beneficiaries

This Agreement is made for the sole benefit of the Parties of this Agreement and their respective successors and assigns, and is not intended to and will not benefit any third party. No third party will have any rights under this Agreement, because of this Agreement or any right to enforce any provisions of this Agreement.

Section 21. Dispute Resolution

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies.

In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for Lee County, Florida, which is the sole venue for any such civil action.

Section 22. Assignment

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the COUNTY.

Section 23. Headings

Article headings have been included in the Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

Section 24. Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 25. Modifications

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY and the SUBRECIPIENT expressly for that purpose.

Section 26. Entire Agreement

It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT: United Way of Lee County, Inc.

BY:

Signature

Date

Name (print)

ATTEST:

LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

Deputy Clerk

BY: _____

Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

ATTACHMENT A: PROJECT DETAILS

Overview

The COUNTY believes the public interest will be best served by ensuring that Lee County nonprofit human services providers have the resources and organizational capacity to sustain their temporary emergency assistance, supportive services, and community engagement programs to Lee County residents; and that the nonprofit human services providers can support operations through future negative impacts like those resulting from the COVID-19 pandemic. The development of the program defined in this contract is essential because it will establish a means to provide funding to nonprofits to respond to the direct negative impact of the COVID-19 pandemic on the community. Along with direct services, the program will also fund operational enhancements.

The COUNTY recognizes that administering the Grant Program will require the SUBRECIPIENT to increase its organizational capacity and may require an increase in operating costs; these are allowable expenses.

Project Description

The SUBRECIPIENT will administer the Lee County and United Way Nonprofit Human Services Grant Project. The COUNTY will allocate to the SUBRECIPIENT a budget not to exceed \$17,000,000.00 (Seventeen Million Dollars). The Program consists of:

Lee County/United Way Nonprofit Human Services Grant Project, the "Grant Project", wherein the SUBRECIPIENT will administer the COUNTY's Nonprofit Human Services Grant Notice of Funding Available and associated Coronavirus State and Local Fiscal Recovery Funds, CSLFRF, activities for grants to Lee County Human Service nonprofits to provide approved projects that respond to COVID-19 for American Rescue Plan Act, ARPA, expense categories: EC1- Public Health, EC2- Negative Economic Impacts, and EC3- Services to Disproportionately Impacted Communities.

Capital Project may not be funded through grants associated with this agreement.

Eligible Activities for Projects granted under this agreement.

- A. Project(s) direct services must follow the restrictions from U.S Treasury rules and fit within the ARPA expense categories: E1: Public Health, EC2: Negative Economic Impacts or EC3: Services to Disproportionately Impacted Communities. The enumerated list below are allowable expenses categories under this agreement.

- 1.10 Mental Health Services*
- 1.11 Substance Use Services*
- 2.1 Household Assistance Food Programs* ^
- 2.4 Household Assistance: Internet Access Programs* ^
- 2.5 Household Assistance: Eviction Prevention* ^
- 2.7 Job Training Assistance * ^
- 3.1 Education Assistance: Early Learning* ^
- 3.2 Education Assistance: Aid to High-Poverty Districts ^
- 3.3 Education Assistance: Academic Services* ^
- 3.4 Education Assistance: Social, Emotional, and Mental Health Services* ^
- 3.5 Education Assistance: Other* ^
- 3.6 Healthy Childhood Environments: Child Care* ^
- 3.7 Healthy Childhood Environments: Home Visiting* ^

- 3.8 Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^
- 3.9 Healthy Childhood Environments: Other* ^
- 3.10 Housing Support: Affordable Housing* ^
- 3.11 Housing Support: Services for Unhoused Persons* ^
- 3.12 Housing Support: Other Housing Assistance* ^
- 3.13 Social Determinants of Health: Other* ^
- 3.14 Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
- 3.15 Social Determinants of Health: Lead Remediation ^
- 3.16 Social Determinants of Health: Community Violence Interventions* ^

* Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions.

^ Denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities.

B. Criteria for Project in Specific Expense Categories (See Final Rule for more details)

31 CFR 35.6(b) - Final Rule starting at p. 414

Considerations for EC 1 projects: p.418 Behavioral Health Care. “Behavioral health care, including prevention, treatment, emergency or first-responder programs, harm reduction, supports for long-term recovery, and behavioral health facilities and equipment; and...”

Considerations for EC 2 projects - See also p. 24 of the Final Rule, which states: “The final rule maintains the standard articulated in the interim final rule. For clarity, the final rule re-articulates that when assessing whether a program or service is an eligible use to respond to the negative economic impacts of the COVID–19 public health emergency, Treasury will consider the two eligibility requirements discussed below.

First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID–19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID–19 public health emergency. This approach is consistent with the text of the statute, which provides that funds in this category must be used to “respond to the public health emergency with respect to... its negative economic impacts.” ...

...“Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact. This approach is consistent with the text of the statute, which provides that funds may be used to “respond to” the “negative economic impacts” of the public health emergency “including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.” The list of potential responses (“assistance” or “aid”) suggests that responses should address the “negative economic impacts” of particular types of beneficiaries (e.g., households or small businesses).”

Considerations for EC 3 projects- See also p. 36 of the Final Rule, which states:

“While households residing in QCTs or served by Tribal governments were presumed to be disproportionately impacted, Treasury emphasizes that under the interim final rule recipients could also identify other households, populations, or geographic areas that were disproportionately impacted by the pandemic and provide services to respond.”

“Households presumed to be disproportionately impacted: Disproportionately impacted households are those that experienced a disproportionate, or meaningfully more severe, impact from the pandemic. As discussed in the interim final rule, pre-existing disparities in health and economic outcomes magnified the impact of the COVID-19 public health emergency on certain households and communities. As with the interim final rule, under the final rule recipients may presume that households residing in QCTs or receiving services provided by Tribal governments were disproportionately impacted by the pandemic. In addition, under the final rule recipients may presume that low-income households were disproportionately impacted by the pandemic.”

See also p. 124 of the Final Rule, which states: The final rule described eligible uses in disproportionately impacted communities in four categories, spread across public health and negative economic impacts: “1) addressing disparities in public health outcomes, 2) building stronger communities through investments in housing and neighborhoods, 3) addressing educational disparities, and 4) promoting healthy childhood environments.”

C. Equity Outcomes Requirements

The SUBRECIPIENT will evaluate the training and technical support of applicants and Subaward Subrecipients to ensure that their projects are designed with "equity in mind", as defined in **ATTACHMENT E – Equity-based Requirements**. The U.S. Treasury encourages the use of funds that promote robust and equitable economic opportunity and equity for disproportionately affected groups and communities.

The SUBRECIPIENT will ensure that the applicants’ proposals describe and validate an equity-minded focus for disproportionately affected groups and communities.

D. Evidence-based Requirements

The SUBRECIPIENT will provide applicant and Subaward Subrecipients the training and technical support to understand evidence-based or evidence-producing projects as outlined in **ATTACHMENT F – Evidence-Based Requirements**. The U.S. Treasury requires that program funds be used to support evidence-based or evidence-producing interventions.

ATTACHMENT B: SCOPE OF WORK

1. Task: Project Planning

The SUBRECIPIENT, in collaboration with COUNTY staff, will develop a comprehensive project plan for the grant project. This plan shall serve as the “go-to” reference for project documentation. The **SUBRECIPIENT** and the **COUNTY** shall agree upon each aspect of the project plan before its implementing.

To the extent possible, the project plan shall be presented as a single document that includes the project components below. Additional details regarding most of these components are provided as separate deliverable in the Scope of Work.

Additionally, the SUBRECIPIENT shall require subaward Subrecipients to develop project plans that model this Project Planning task.

Project Plan Components:

- Project Description and Logic Model;
- Project process model, process description, and procedure;
- Procurement policy and process;
- Payment Request Process and procedure (BoCC to SUBRECIPIENT, and SUBRECIPIENT to Subaward Subrecipient);
- Evidence-based Documentation;
- Equity-based Documentation;
- Project/Program Policy and Procedures;
- Staffing Plan that includes a list of key staff, qualifications, and special qualification requirements;
- Communication Plan that includes goals, key audience, key messages, outreach plan, and timeline.
- Sequential List of Project Key Activities, Milestones, and Timeline.
- Project Budget; and
- Project Performance Management Plan related to Subaward Subrecipient Agreements
- Project Data Management and Report
- Project Monitoring Process

2. Task: Project Budget

The SUBRECIPIENT will maintain a Project Budget and Financial Accounting System. The SUBRECIPIENT will develop and maintain a project budget summary that shows annual and quarterly proposed, obligated and actual expenses. The accounting system must be capable of tracking all project related expenditures and supporting documentation.

Deliverables:

Quarterly and Annual Project Budget and Financial Report

3. Task: Payment Drawdown Requests

As necessary, the SUBRECIPIENT, will issue to the COUNTY Payment Drawdown Request as outline in Attachment G. Proof of compliance must be included with back-up/supporting documentation. The Payment Request must be submitted with an **authorized** signature and required.

SUBRECIPIENTS are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

Deliverables:

Payment drawdown requests and supporting documentation

5. Task: Issue a Notice of Funding Availability (NOFA) for the Grant Program.

The SUBRECIPIENT in collaboration with the COUNTY will issue a NOFA for the grant program. The NOFA will define the program elements including the application process, organizational eligibility, project eligibility, performance requirements guidance, reporting requirements and, grant payment process. The NOFA will be advertised to maximize outreach to nonprofits that serve disproportionately affected groups and communities. The COUNTY will provide the SUBRECIPIENT a NOFA template that may be customized to meet the needs of the program.

Capital Project may not be funded through grants associated with this agreement.

Deliverables:

NOFA Documents

Communication Plan

6. Task: Host Grant Workshops

Pre Grant workshop(s) will be provided for applicants to explain the NOFA and grant project requirements.

Deliverables:

Provide workshop dates, a copy of materials used in workshops, and list of attendees

Communication plan for the workshops

7. Task: Develop and Use an Online Application System (remove the requirement required vs encouraged)

The SUBRECIPIENT shall develop an online application that minimizes paper document management. Ideally, the system will provide an auditable process that enables applicants and Subaward Subrecipients to add, update, and review data; review application status; upload documents, and report performance. The SUBRECIPIENT has the latitude to request additional information as necessary to evaluate proposal and organizational risk.

Applicant proposal will include the following (Required):

- i. Applicant General Information;
- ii. Risk assessment questions and document request;

- iii. Description of the effect of COVID-19 on EC1- Public Health, EC2- Negative Economic Impacts, or EC3- Services to Disproportionately Impacted Communities);
- iv. Description of how the proposed project responds to the effect of COVID-19
- v. Project Logic Model;
- vi. Communication Plan with specific emphasis to maximize outreach to negatively impacted and disproportionately affected groups and communities;
- vii. Project Budget using provided template;
- viii. Staffing Plan;
- ix. Sequential list of project activities or Process workflow (with descriptions);
- x. Project Policy and Procedures; and
- xi. Project Timeline or Schedules.

Deliverables:

- Online application system with instructions for acquiring an account, log in, features, and completing an application.
- Online application with required questions

8. Task: Provide Applicants and Subaward Subrecipient Resources and Technical Assistance to ensure CSLFRF-ARPA compliance

- a. The SUBRECIPIENT will provide technical assistance regarding federal grant requirements.
- b. The SUBRECIPIENT will work with each subaward subrecipient to develop effective project performance metrics (key outputs and outcomes).

Deliverables:

Copy of subaward subrecipient agreements demonstrating federal compliance and performance requirements.

9. Task: Administer a Proposal Review and Recommendation Process –

- a. The SUBRECIPIENT will document and implement a process for receiving and confirming the receipt of grant proposals. In addition, the SUBRECIPIENT will provide applicants with a means to know where their application is in the review process.
- b. The SUBRECIPIENT will document and implement a transparent proposal review process to address CSLFRF and ARPA eligibility, organizational risk, subrecipient vs. vendor determination check, COVID-19 impact and proportional response, project budget, equity responsiveness, evidence-producing or based, logic model including performance measures and outcomes , data management system description, and effective management outcome metrics.
- c. The SUBRECIPIENT will collaborate with the COUNTY staff to compile and rank all submitted proposals. The SUBRECIPIENT shall distinguish between eligible and ineligible proposals. Reasons for determining a proposal ineligible should be documented and communicated to the applicant in writing. The ranked list of proposed projects will be submitted to the Board through the COUNTY staff.
- d. The SUBRECIPIENT will provide an appeal process for applicants to correct proposals - The SUBRECIPIENT will build into their proposal review process the

means for applicants, within a reasonable timeframe, to correct, improve and negotiate requirement and performance metrics of their proposal.

Deliverables:

- Policy and procedure document regulating the review and recommendation process.
- Application review rubric for evaluating applications
- Ranked list all applicants
- Scoring data with methodology for applicant ranking
- Summary report of application process including but not limited to number of applicants, number of approved application, notable problems and solutions, and application alignment with community

10. Task: Notify Awardees, Execute Subaward Subrecipient Agreements, and Distribute Awards

- a. The SUBRECIPIENT shall notify the awardees of the Board's funding decision for their project.
- b. The SUBRECIPIENT will develop and enter into Subaward Subrecipient agreements for the approved projects. The COUNTY will provide the SUBRECIPIENT a template that can be used for developing subaward subrecipient agreement.
- c. After the Subaward Subrecipient Agreements are executed, the SUBRECIPIENT will distribute the grant awards. When possible, the SUBRECIPIENT should use Electronic Funds Transfer as the payment method in compliance with the Electronic Funds Transfer Act.

Deliverables:

- Report of notification of subawards
- Draft copies of subrecipient agreements for approved project
- Copy of executed subrecipient agreements
- Report of award distribution

11. Task: Project Monitoring

- a. The SUBRECIPIENT shall cooperate with the COUNTY's monitoring of the Grant project by making the necessary staff and project records available.
- b. The SUBRECIPIENT shall use a risk assessment process to evaluate project risk.
- c. The SUBRECIPIENT should develop a monitoring process and monitor its Subaward Subrecipient to ensure compliance. Projects that are at risk of non-performance or non-compliance shall be identified and provided technical assistance.
- d. The SUBRECIPIENT shall assist the Subaward Subrecipient in developing written correction and improvement plans to resolve project deficiency and compliance concerns.
- e. The SUBRECIPIENT shall give a written quarterly monitoring report of all projects.

- f. The SUBRECIPIENT shall make the COUNTY aware of any project deemed at-risk of non-performance or non-compliance.
- g. When a project is deemed non-performing or incapable of expending its grant allocations as specified in its Subaward Subrecipient agreement, the SUBRECIPIENT may ask the COUNTY to repurpose the funds.

Deliverables:

- Policy and procedure for risk assessment and project monitoring
- Copy of Risk assessment reports and monitoring plan
- Monitoring Reports – monitoring report shall include the area of evaluation, observation and finding, recommendation and subaward subrecipient response.

12. Task: Ensure Project Data Collection and Reporting - The SUBRECIPIENT will document its data collection and reporting methodology for the GRANT project and its Subaward Subrecipients. The SUBRECIPIENT will collect, compile, and report the project information in ATTACHMENT D to the COUNTY, including project performance, expenses, equity data, and learning. In addition, the COUNTY may ask the SUBRECIPIENT to collect other data as Treasury clarifies reporting and compliance requirements.

Beside the required project financial, performance, and other required information, reports may should include other information that demonstrate the project effectiveness and lesson learned.

Deliverables:

Submit Project performance and financial report according to schedule including

- SUBRECIPIENT'S Quarterly Report (Self-Report-financial and performance)
- SUBRECIPIENT'S Subaward Quarterly Project Reports (financial and performance)
- SUBRECIPIENT'S Annual Report (Self-Report-financial and performance)
- SUBRECIPIENT'S Subaward Annual Project Reports (financial and performance)

ATTACHMENT C: PROJECT BUDGET

Use the template below to provide a projected project budget to execute your project. The same template should be used for reporting obligations and expended funds. Budget should be submitted as a spreadsheet document.

Budget Category	Description	Projected Cost	Obligated Exp.	Expended Exp.	Balance
Budget Date: From Award – December 31, 2022					
Project Specific Revenue					
General Organizational Revenue					
Contributions					
Foundations/Corporate Grants					
Special Events					
Grants from Government	American Rescue Plan	8,375,454			
Membership Dues Received					
Program Service Fees from clients					
Miscellaneous Income					
Total Income		8,376,454			
Expenses					
Salaries	See exhibit 1.	218,600			
Employee Benefits	See exhibit 1.	21,378			
Insurance (non-personnel)					
Payroll Taxes					
Professional Fees	The expense associated with this line item is in direct relationship to the cost of a "Single Audit" subsequent to APRA funding.	12,000			
Supplies					
Telephone/Internet					
Postage & Shipping					
Occupancy (Building, Grounds)					
Equipment, Technology & Maintenance	Upgrades to computer software and hardware are essential for staff to carry out ARPA related activities and ensure effective grant management. This includes the expansion of services as well as the implementation and utilization of tools and resources. -Zoom Small Business unlimited time for meetings, cloud storage and larger meetings \$1,600 per year. This is 50% the going rate through Tech Soup-Laptop, Docking Station, bag and 2 Monitors for the 2 new employees hired for ARPA (\$1,100 each) totaling \$2,200. Purchased through amazon after finding the best price for specs needed.-Abila MIP Accounting Software additional segment to chart of accounts \$1,795. UW already uses Abila MIP.-ANDAR licenses for Applications and Impact Data (2 new employees hired for ARPA, \$3,075 per license) totaling \$6,150. UW already uses ANDAR for other projects.-Upgrade ARPA employees to level E3 and Visio Microsoft licensing for better collaboration and	13,936			

	security (\$23 per month x 11mos year 1 x 7staff) totaling \$1,771. UW already uses Microsoft and pays for E2 licensing. This is only the difference in price to upgrade the essential ARPA staff to E3-Adobe Acrobat Pro for all ARPA employees (7 staff x \$60) totaling \$420. This is purchased through Tech Soup at a non-profit rate.				
Printing, Publications, Marketing					
Travel/Transportation					
Training and Development	Expenses in this category relate to software training. Abila MIP Software Training and setup for ARPA financial reports \$4,000. ANDAR training for ARPA application and impact reports \$6,000.	10,000			
Conferences & Meetings					
Assistance paid-out for Individuals/Organizations					
Organization Dues Paid, Professional Services					
Awards & Grants Paid-out	Direct Service Grants Budget: Year 1 Allocations	8,100,540			
Miscellaneous Expenses					
Total Expense Award – December 31, 2022		8,376,454			

Budget Category	Description	Projected Cost	Obligated Exp.	Expended Exp.	Balance
Budget Date: January 1, 2023 – December 31, 2023					
Project Specific Revenue					
General Organizational Revenue					
Contributions					
Foundations/Corporate Grants					
Special Events					
Grants from Government	American Rescue Plan	8,361,043			
Membership Dues Received					
Program Service Fees from clients					
Miscellaneous Income					
Total Income	American Rescue Plan	8,361,043			
Expenses					
Salaries	See exhibit 1.	218,600			
Employee Benefits	See exhibit 1.	21,378			
Insurance (non-personnel)					
Payroll Taxes					
Professional Fees	The expense associated with this line item is in direct relationship to the cost of a "Single Audit" subsequent to APRA funding.	12,000			
Supplies					
Telephone/Internet					

Postage & Shipping					
Occupancy (Building, Grounds)					
Equipment, Technology & Maintenance	See description detail in Year 1- Zoom Small Business, \$1,600.- ANDAR license fee, \$992.- Level E3 and Visio Microsoft licensing \$1,932.	4,525			
Printing, Publications, Marketing					
Travel/Transportation					
Training and Development	ANDAR training for ARPA impact reports \$4,000.	4,000			
Conferences & Meetings					
Assistance paid-out for Individuals/Organizations					
Organization Dues Paid, Professional Services					
Awards & Grants Paid-out	Direct Service Grants Budget: Year 2 Allocations	8,025,000			
Miscellaneous Expenses					
Total Expense January 1, 2023 – December 31, 2023		8,361,043			

Budget Category	Description	Projected Cost	Obligated Exp.	Expended Exp.	Balance
Budget Date: January 1, 2024 – December 31, 2024					
Project Specific Revenue					
General Organizational Revenue					
Contributions					
Foundations/Corporate Grants					
Special Events					
Grants from Government	American Rescue Plan	262,503			
Membership Dues Received					
Program Service Fees from clients					
Miscellaneous Income					
Total Income	American Rescue Plan	262,503			
Expenses					
Salaries	See exhibit 1.	218,600			
Employee Benefits	See exhibit 1.	21,378			
Insurance (non-personnel)					
Payroll Taxes					
Professional Fees	The expense associated with this line item is in direct relationship to the cost of a "Single Audit" subsequent to APRA funding.	12,000			
Supplies					
Telephone/Internet					
Postage & Shipping					

Occupancy (Building, Grounds)					
Equipment, Technology & Maintenance	See description detail in Year 1- Zoom Small Business, \$1,600.- ANDAR license fee, \$992.- Level E3 and Visio Microsoft licensing \$1,932.	4,525			
Printing, Publications, Marketing					
Travel/Transportation					
Training and Development	ANDAR training for ARPA impact reports \$6,000.	6,000			
Conferences & Meetings					
Assistance paid-out for Individuals/Organizations					
Organization Dues Paid, Professional Services					
Awards & Grants Paid-out					
Miscellaneous Expenses					
Total Expense January 1, 2024 – December 31, 2024		262,503			

Total Income	American Rescue Plan	17,000,000			
Total Expenses		17,000,000			
Surplus/Deficit		0			

Budget Continued – Exhibit 1

Salaries & Benefits Budget Narrative

Staff Positions	% Allocated	Salary	Benefits	Labor to be Performed
COO	30%	\$34,500	\$3,374	Responsible for overall contract administration; Establishment and modification of deliverables and fiscal controls; Direct communication with stakeholders; Liaison with BoCC for UW deliverable; Review and approve project budget, procurement, purchases; Review and approve receipt of services and goods; Review Team Development.
Dir of Grants and Contracts	75%	\$54,000	\$5,281	Respond to Lee County Risk Assessment Compliance Requirement of UW; Strategic compliance reviews; Statistical tabulation; Trend analysis from quarterly reports; Internal Performance Data Management; Internal Fiscal Data Management; United Way Performance Reporting; Collection and monitoring of quarterly reports; Project Closeout Management.
ARPA Program Manager	100%	\$70,000	\$6,846	Develop the communications to SR (ARPA funding/eligibility education); Coordination of contract implementation (consultation with agencies/assessing agency and community needs/resources); Grant Workshop Content Development (Consultation; application process; ARPA Eligibility and Logic Model

Staff Positions	% Allocated	Salary	Benefits	Labor to be Performed
				training as needed); Develop NOFA application package in database; Develop and Facilitate Risk Assessment for SR; NOFA process development and management (NOFA application; consultation; review; recommendations and monitoring); NOFA process Grant Workshop Implementation and Video Capture; Consultation and Technical Assistance with Agencies during app process; Support during project implementation and Agency reporting; Pre-screening applicants reviews; Liaison with Subrecipient for SR deliverable; Develop SR Agreement for grantees; Agency Award Notification; Monitor SR Program Performance; Agency Procurement Support and monitoring; Agency Data submission support and monitoring; Project Data Management; Internal Performance Data Management; Internal Fiscal Data Management; Reporting process developed and implemented (consultation provided); Collection and monitoring of quarterly reports.
Dir of Community Impact	30%	\$19,500	\$1,907	Develop the communications to BoCC; Grant Workshop Content Development (Consultation; application process; ARPA Eligibility and Logic Model training as needed); Develop scoring process (Review Team instruction, training and oversight); NOFA process Grant Workshop Implementation and Video Capture; Application Review Team Training; Review Team Development; Coordination and ongoing support.
Community Impact Mgr.	40%	\$20,000	\$1,956	Develop NOFA application package in database; Consultation and Technical Assistance with Agencies during app process; Reception of applications; Assists with consolidation of application scoring; Agency Data submission support and monitoring.
Staff Accountant	20%	\$12,000	\$1,174	Drawdown and backup request development; Grant Payment Processing (funds distribution); Administration of ARPA accounts receivable and payable (UW internal); GAP compliance.

Staff Positions	% Allocated	Salary	Benefits	Labor to be Performed
Staff Accountant	20%	\$8,600	\$841	Drawdown and backup request development; Grant Payment Processing (funds distribution); Administration of ARPA accounts receivable and payable (UW internal); GAP compliance.
	1yr Totals	\$218,600	\$21,378	
	3yr Totals	\$655,800	\$64,133	

NOTE: Experience, as applied to related position. Job descriptions available.

ATTACHMENT D: REPORTING REQUIREMENTS (Example)

Reporting due for SUBRECIPIENT and per Subaward Subrecipient project as applicable.

Below is an example of information that will be requested. There may be additional reporting requirements that the US Treasury requires or Lee County identifies during the project.

1. **Equity:** Describe how you ensure that your program is designed and implemented with equity in mind for disproportionately affected populations. Additional Information – ATTACHMENT E: EQUITY-BASED REQUIREMENT
2. **Community Engagement:** Describe your communication, outreach, and engagement plan to make participants and the community aware of your project. Reporting due for SUBRECIPIENT and per Subaward Subrecipient project as applicable.
3. **Evidence Based or Evidence Producing:** If the project is an **evidence-based** practice, identify the source(s), the level of evidence, and explain how this project incorporates this principle. Reporting due per Subaward Subrecipient project as applicable.

If the project is an **evidence-producing** practice, identify related source(s) of your hypothesis and state your hypothesis clearly. Outline how evidence will be collected to validate that it presents as evidence-producing.

Additional Information – ATTACHMENT F: EVIDENCE-BASED REQUIREMENT
 See Treasury's Compliance and Reporting Guidance State and Local Fiscal Recovery Fund,
<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

4. One-Time Reporting CONSIDER MIN REPORTING REQUIREMENT

Organization Information - Reporting due for SUBRECIPIENT and per Subaward Subrecipient project as applicable.
Organization Name
Business Type (IRS classification)
Nonprofit type (IRS classification)
IRS Determination Letter (if applicable, for nonprofits)
Tax ID #
DUNS #
Address (Physical)
Address Line 2
City, State, ZIP Code
Name of Organization's Main Contact
Phone (Main contact)
Email (Main contact)
Name of Person Responsible for this project.
Phone (Project contact)
Email (Project contact)
Organization Website Url
Provide a SHORT summary of your organization's mission.
Number of employees in Lee County?
Board member roster (Required for nonprofits.)
IRS Form 990 or equivalent (Required for nonprofits.)

Statement of Profit & Loss (Most recent year ended profit & loss comparative to prior year; not the auditor's report.) (Required for nonprofits.)
Audit Report (Most recent audit if available) (Required for nonprofits)
Single Audit Report (if applicable)
Agency Budget (Your most recent year-ended profit & loss compared to budget). (Required for nonprofits).
Subawards only: Provide a demographics summary of service for this project for the previous year. Summary will show your organization's capability to track service by demographics and your service volumes. Summary may include # served by: geographic areas of the county, total served from Lee County, totals by age, race, ethnicity, etc. (If available for nonprofits).
Attach copies of your policies and practices of internal controls related to the program expenditure of program funds, record management (5-years required) (Required for nonprofits).
Attach your statement of compliance with Title VI of the Civil Rights Act of 1964.
Certificate of Insurance

Project Details - Reporting due per Subaward Subrecipient project as applicable.
Project Description (50-250 words): <ul style="list-style-type: none"> * Describe the COVID-19 related negative impact. * Describe which individual(s), organization(s), or population group(s) that was negatively impacted? * Describe the service that will respond to the negative impact. * Briefly describe the major activities of the project.
Is this a new program?
Does this project serve an economically disadvantaged community as defined by HUD's Qualified Census Tract?
In what census tract(s) is the service provided? If the tract is unknown, in what area of the county is the service provided?
Primary place (address) for service delivery/performance.
Are you able to measure or access data related to the economic characteristics of the primary intended beneficiaries of your program or service? If yes, describe the methodology.
What is the closeout strategy for the program? (Effect on staff, ongoing funding, maintenance requirements, assets ownership, etc.)
What are the project's key process outputs and output goals?
What are the project's key outputs and output goals?
Describe your project risk assessment and mitigation plan?
Total grant request for this project? (must agree with amount shown in budget)
Percentage of budget funded by this grant application (=Grant Amount Requested /Total Budget Amount)
Describe operational needs to help effectively deliver this project and to add resilience for such projects beyond ARPA funding. (Provide a summary)
Provide a total cost estimate to address your operational needs.
Briefly describe the structure and objectives of assistance project. (e.g. nutrition assistance for low-income households)
Briefly describe your approach to ensure that aid responds to a negative economic impact of Covid-19.

5. Quarterly Reporting:

Schedule: Reporting due for SUBRECIPIENT and per Subaward project as applicable.

Reporting Periods	Notes
Award Start Date – March 31, 2022	Due 15 working days after end of quarter
April 1, 2022 – June 30, 2022	
July 1, 2022 – September 30, 2022	
October 1, 2022 – December 31, 2022	
January 1, 2023 – March 31, 2023	
April 1, 2023 – June 30, 2023	
July 1, 2023 – September 30, 2023	
October 1, 2023 – December 31, 2023	
January 1, 2024 – March 31, 2024	
April 1, 2024 – June 30, 2024	
July 1, 2024 – September 30, 2024	
October 1, 2024 – December 31, 2024	
Close Out Report	

A. Expenditure Summary

Reporting due for SUBRECIPIENT and per Subaward Subrecipient project as applicable.

How much of the grant has been expended during this quarter?
Cumulative expenditure
How much of the grant has been obligated but not expended this quarter?
Cumulative obligation

B. Disadvantaged Communities Summary

Reporting due per Subaward Subrecipient project as applicable.

Is project serving an economically disadvantaged community?
How much of the grant has been expended to serve disadvantaged communities through program or service that is provided at a physical location in a Qualified Census Tract (for multi-site projects, if a majority of sites are within Qualified Census Tract);
How much of the grant has been expended to serve disadvantaged communities through program or service where the primary intended beneficiaries live within a Qualified Census Tract ;
How much of the grant has been expended to serve disadvantaged communities through program or service for which the eligibility criteria are such that the primary intended beneficiaries earn less than 60 percent of the median income for the relevant jurisdiction (e.g., state, county, metropolitan area, or other jurisdiction); or
How much of the grant has been expended to serve disadvantaged communities through program or service for which the eligibility criteria are such that over 25 percent of intended beneficiaries are below the federal poverty line.

C. Performance Success Summary

Reporting due for SUBRECIPIENT and per Subaward Subrecipient project as applicable.

<p>Project Status: Choice</p> <ul style="list-style-type: none"> • Not Started • Completed less than 50 percent • Completed 50 percent or more • Completed
<p>Provide a success story or summary of successes from this program that can be shared publicly. Always protect the privacy of beneficiaries.</p>
<p>Provide a report of key outputs for the past period [between ____ and ____].</p> <p>SUBRECIPIENT (United Way) to provide project stats:</p> <ul style="list-style-type: none"> • Number of organizations applying for project funding and amount requested • Number of organizations awarded project funding and amount awarded • Categories of direct services awarded project funding and amount awarded <p>Project Subaward Subrecipients: TBD by SUBRECIPIENT</p>
<p>Provide a report of key outcomes for the past period [between ____ and ____].</p> <p>SUBRECIPIENT (United Way) to provide project stats:</p> <ul style="list-style-type: none"> • Increase in services available to community <p>Project Subaward Subrecipients: TBD by SUBRECIPIENT</p>

<p>Based on projects that receive funding from the SUBRECIPIENT Grants Project, these are possible requirements from US Treasury the Subaward project provides:</p>
<p>Required for All Projects</p>
<p>Estimated Demographic Data: Treasury encourages recipients to provide data disaggregated by race, ethnicity, gender, income, and other relevant factors. Please supply data currently collected through existing registration process. Do not provide any personally identifying information.</p>
<p>Household Assistance Services (EC2.1-2.5): Number of individuals served (aggregated from the multiple separate household assistance programs).</p>
<p>Household Assistance (EC 2.2 & 2.5) and Housing Support (EC 3.10-3.12): Number of people or households receiving eviction prevention services (including legal representation) (Add link to category definition or provide a summary before this group of question).</p>
<p>Household Assistance (EC 2.2 & 2.5) and Housing Support (EC 3.10-3.12): Number of affordable housing units preserved or developed.</p>
<p>Education Assistance (EC 3.1-3.5): Number of students participating in evidence-based tutoring programs.</p>
<p>Healthy Childhood Environments (EC 3.6-3.9): Number of children served by childcare and early learning (pre-school/pre-K/ages 3-5).</p>
<p>Healthy Childhood Environments (EC 3.6-3.9): Number of families served by home visiting.</p>

ATTACHMENT E: EQUITY-BASED REQUIREMENT

Below is an example of information that will be requested. There may be additional reporting requirements that the US Treasury requires or Lee County identifies during the project.

Equity: Describe how you ensure that your program is designed and implemented with equity in mind for disproportionately affected populations. Address the following:

- a. Goals: Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?
- b. Awareness: How do you market the program to Lee County residents with equity in mind? How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF?
- c. Access and Distribution: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?
- d. Outcomes: Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?

ATTACHMENT F: EVIDENCE-BASED REQUIREMENTS

Subaward Subrecipients must briefly describe the goals of the project, and the evidence base for the interventions funded by the project.

- a) Demonstrate that the intervention is implemented as a program evaluation, see OMB M-20-12. "Recipients are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted. Criteria requires the recipient to:

Required

- i. describe the evaluation design including whether it is a randomized or quasi experimental design;
- ii. state the key research questions being evaluated;
- iii. describe whether the study has sufficient statistical power to disaggregate outcomes by demographics;
- iv. post the evaluation publicly and link to the completed evaluation in the Recovery Plan;
- v. describe the timeframe for the completion of the evaluation (including a link to completed evaluation if relevant);
- vi. after sufficient evidence of efficacy has been provided, determine whether the spending for the evaluated interventions should be counted towards the dollar amount categorized as evidence-based for the relevant project; and
- vii. Recipient may be selected to participate in a nation evaluation to study the project along with similar projects.

Encouraged

- viii. Consider how a Learning Agenda, either narrowly focused on SLFRF or broadly focused on the recipient's broader policy agenda, could support their overarching evaluation efforts in order to create an evidence-building strategy for their jurisdiction. See OMB M-19-23
- b) Strong Evidence-based interventions- Is the intervention, based on a "well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes."
 - i. If yes, identify the program as "Strong Evidence Based", cite the study, summarize the findings, and provide the associations to the COUNTY program.
 - c) Moderate evidence-based interventions – The intervention is based on one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non-experimental studies with positive findings on one or more intended outcomes.
 - d) Preliminary evidence – The intervention is based on conclusions drawn from a non-experimental study that demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and to improve program operations. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program; (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

ATTACHMENT G: Payment Drawdown Schedule

The COUNTY agrees to pay drawdown amounts requested by SUBRECIPIENT when these milestones are met.

Nonprofit Human Services Grant Project Fund Drawdown Milestones Schedule		
	Payment Request Process: United Way to request drawdown payment with signed certification and backup documentation as indicated below.	
	Project Milestone	Description of Amount
I.	Subrecipient Agreement is executed by the BoCC (March 1, 2022)	Budget total for FY2021 and FY2022 for the Grant Project
II.	Nonprofit grant projects and Subawards are approved by BoCC	Subawards total for grant projects for FY2022 (Project cycle Oct 1, 2022 – Sept 30, 2023)
III.	The SUBRECIPIENT must complete the following in preparation for the FY2023 project year: <ul style="list-style-type: none"> a. Completed all required reporting to the COUNTY for FY 2022 b. Submit a payment request for FY2023 funds. c. Submit an expense report for FY2022 with backup documentation for all expenses contained therein. d. Be in compliance with all requirements of this agreement. e. Submit an updated budget for FY2023. (If applicable). 	Budget total for FY2023 Grant Project
IV.	Nonprofit grant projects and Subawards are approved by BoCC (as necessary)	Subawards total for grant projects for FY2023- FY2024 (Project cycle Oct 1, 2022 – Sept 30, 2023)
V.	In preparation for FY2024 expenses, the SUBRECIPIENT must: <ul style="list-style-type: none"> a. Completed all required reporting to the COUNTY for FY 2023 b. Submit a payment request for FY2024 funds c. Submit an expense report for FY2023 with backup documentation for all expenses contained therein. d. Be in compliance with all requirements of this agreement. e. Submit an updated budget for FY2024. (If applicable). 	Budget total for FY2024 Grant Project
	TOTAL BUDGET	\$17,000,000.00