

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

**Blue Sheet No. 20061001**

**1. ACTION REQUESTED/PURPOSE:**

Authorize the following SHIP contract changes: 1) Cancel Contract C-3382 between the BoCC and Fleet Reserve Association Lehigh Development, Inc. (Fleet Reserve) for \$150,000 in 2005/06 SHIP funds; 2) Issue a commitment letter to Fleet Reserve for \$150,000 in 2007/08 SHIP funds for the construction of 100 units for the elderly and special needs households; and, 3) Execute a grant award agreement between the BoCC and Southwest Florida GWI Housing X, Inc. (Goodwill) for \$116,786 in 2005/06 SHIP funds for the construction of 14 apartments to house 19 persons with special needs.

**2. WHAT ACTION ACCOMPLISHES:**

Approval would allow adaptation to current economic conditions and timely expenditure of SHIP funds.

**3. MANAGEMENT RECOMMENDATION:**

Approve

**4. Departmental Category:** 04

**C4B**

**5. Meeting Date:** August 15, 2006

**6. Agenda:**

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

**7. Requirement/Purpose: (specify)**

- Statute**
- Ordinance**
- Admin. Code**
- Other** LHAP

**8. Request Initiated:**

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

POC 7/27/06

**9. Background:**

**Fleet Reserve:** Lee County awarded Fleet Reserve \$150,000 in 2005/06 SHIP funds as the local match for the Heron Pond II Low Income Housing Tax Credit project. The project will consist of 100 rental units for very low and low income elderly and special needs households. This award was made under Contract C-3382 which expires in December 2007. Due to delays in securing financing, the timeline has lengthened. Fleet Reserve is now requesting an extension. To accommodate this request staff recommends canceling this contract and issuing a commitment letter to Fleet Reserve for \$150,000 in 2007/08 SHIP interest/recapture funds, provided that these are available.

**Goodwill:** Southwest Florida GWI Housing X, Inc (Goodwill) has been awarded \$250,000 in Hurricane Housing Recovery funds under Contract C-3381 for the construction of The Pines. The project will consist of 14 apartments, nine-one bedroom units and five-two bedroom units housing a total of 19 very-low income disabled rental households. Due to shortages and cost increases in labor and materials, the project cost has increased from \$1,272,003 to \$1,388,789. Goodwill is requesting an additional \$116,786 in 2005/06 SHIP funds to make up this shortfall. HUD, the agency that is providing the majority of the funding for this project, is requiring as a condition for closing on its funds that Goodwill demonstrate that it has the additional money to cover this shortfall. Staff recommends awarding Goodwill \$116,786 in 2005/06 SHIP funds for the completion of The Pines project.

Staff recommends approval of these three requests and finds that they are in compliance with the SHIP rules and regulations. SHIP funds for the contract are available and maintained in the following accounts: LB5540513801.508302 S/L LB009

Attachments: Southwest Florida GWI Housing X Contract C-3587  
 Fleet Reserve Association Lehigh Development, Inc. Heron Pond II Commitment Letter

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
	<i>Bundy</i>	N/A	N/A	<i>155126</i>	Analyst <i>8/1/06</i>	Risk <i>8/1/06</i>	Grants <i>8/1/06</i>	Mgr. <i>8/2/06</i>	<i>5-3-06</i>

**11. Commission Action:**

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY COUNTY ADMIN: *TD*  
 8-1-06 9:45 am  
 COUNTY ADMIN FORWARDED TO: *PC*  
 51326  
 11:30 AM

Rec. by CoAtty  
 Date: *7/31/06*  
 Time: *3:30 pm*  
 Forwarded To: *Admin 8/1/06*

**BOARD OF COUNTY COMMISSIONERS**

Writer's Direct Dial Number: \_\_\_\_\_

Bob Janes  
*District One*

August 08, 2006

Douglas R. St. Cery  
*District Two*

**Lee B. Downs, President**  
**Fleet Reserve Association**  
**2701 Lee Boulevard**  
**Lehigh Acres, FL 33971**

Ray Judah  
*District Three*

Tammy Hall  
*District Four*

John E. Albon  
*District Five*

**Re: Heron Pond II – Rental Construction**

Donald D. Stowell  
*County Manager*

**Dear Mr. Downs:**

David M. Owen  
*County Attorney*

This morning, August 8, 2006, the Board of County Commissioners authorized the Chairwoman to redistribute SHIP funds awarded to Fleet Reserve. Specifically the Board voted to authorize the following:

Diana M. Parker  
*County Hearing Examiner*

- To cancel current Contract C-3382 for \$150,000.00 with the Fleet Reserve Association Lehigh Development, Inc. for FY 2005/2006.
- To commit \$150,000 of anticipated interest/recaptured SHIP funds provided that these funds are available to the Fleet Reserve Association Lehigh Development, Inc. in FY 2007/2008.

This letter serves as your commitment letter for \$150,000 in SHIP funds for FY 2007/2008 for the construction of Heron Pond II, 100 rental units for very low and low-income elderly and/or special needs households.

The total Lee County commitment of SHIP funds for construction of Heron Pond II, a 100-unit rental development for the elderly and/or special needs households remains at \$150,000.

As always we look forward to working with you and appreciate your interest in Lee County's affordable housing.

Sincerely,

**Tammara "Tammy" Hall, Chairman**  
**Lee County Board of County Commissioners**

**Xc: David Alexander, Carlisle Development Group, LLC**  
**Daniel Wilson, Carlisle Development Group, LLC**  
**Gloria M. Sajgo, AICP, Principal Planner**

SA\HOUSING\0708 Fundyear\Commitments\Fleet Reserve - Heron Pond II - Rental New Construction Commitment Letter #3.doc

CSFA# 52.901  
Contract No. C-3587  
Funding Source: LB 5540513801.508302 S/L LB 009

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**AGREEMENT BETWEEN  
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
And  
SOUTHWEST FLORIDA GWI HOUSING X, INC.**

**THIS**  **Service**  **Capital (check one) CONTRACT** entered this 15th day of August 2006, between LEE COUNTY hereinafter referred to as **COUNTY** and SOUTHWEST FLORIDA GWI HOUSING X, INC., a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**".

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

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

**ARTICLE I SCOPE OF SERVICES**

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

**ARTICLE II TERM OF CONTRACT**

This contract shall begin **August 15, 2006** and ends **December 31, 2007** unless terminated as specified in Article VIII, Suspension/Termination.

**ARTICLE III COMPENSATION AND REPORTS**

**A. Contract Payment**

Payments will be made by the **COUNTY** to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$116,786.00** during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, and Article VIII, Suspension/Termination. Funding is contingent upon the **COUNTY** receiving the related State funds.

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

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should

repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

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

**C. Required Reports**

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

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

**A. Monitoring**

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

Following such monitoring the **COUNTY** may deliver to the **PROVIDER** a written report regarding the manner in which goods or services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in noncompliance, or termination of this contract.

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

**B. Audit and Inspections**

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

The Clerk of Courts Internal Audit division, the Federal or State grantor agency (if applicable), Lee County employees, or any duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or **CPA** that are pertinent to the contract in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization is noted, the **COUNTY** or other authorized representatives have the right to

unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

**C. Records**

The **PROVIDER** shall retain all financial, client demographic, and programmatic records, supporting documentation, statistical records and other records which are necessary to document service provision, client demographics, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

**D. Independent Audit**

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

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

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

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

**ARTICLE V MODIFICATIONS**

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

**ARTICLE VI      CONTRACTOR STATUS**

**A.      Independent Contractor**

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

**B.      Subcontracts**

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

**ARTICLE VII      RISK MANAGEMENT**

**A.      Indemnification**

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

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

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

**B.      Insurance**

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

that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. Certificates of Insurance and bonding and renewals must be submitted to:

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

**C. Bonding**

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

**ARTICLE VIII      SUSPENSION/TERMINATION**

**A. Suspension**

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

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

**B. Termination by COUNTY**

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

**C. Termination by PROVIDER**

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

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

**ARTICLE IX      ASSURANCE, CERTIFICATIONS, AND COMPLIANCE**

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided. The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That it will comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any county or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That it will comply with Chapter 760, Florida Statutes and Lee County Ordinance 00-19 which prohibit discrimination in housing on the basis of race, color, national origin, sex, religion, disability or familial status.
- C. That it will comply with Chapter 760, Florida Statutes and Lee County Ordinance 00-18 which prohibit discrimination in employment on the basis of race, color, national origin, sex, religion, disability or marital status.
- D. That it will administer its programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That it will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- H. That it shall report any unusual incidents involving funded activities to the **COUNTY**, in writing, within five (5) calendar days of the occurrence or the **COUNTY** may terminate this contract. Unusual incidents include, but are not limited to those events which are reported to local police authorities by the **PROVIDER** or any person whose report requires any type of response by local law enforcement authorities; those events which result in physical injury to a person receiving **PROVIDER** services that are underwritten in any way by the **COUNTY**; or, those incidents or events which result in a report to or investigation arising from a call to the Florida Abuse Hotline. In accordance with Chapter 415, Florida Statute, an employee of the **PROVIDER** who knows or has reasonable cause to suspect that a child, aged person, or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the statewide toll-free number (1-800-96- ABUSE).
- I. That it will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature, State or County agencies.
- J. That it will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for county funds.
- K. That it will acknowledge support for programs funded by Lee County.



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

**ARTICLE X NOTICES**

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

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

**PROVIDER:**  
Name: Jean Devereaux

Title: President

Telephone: (239) 479-8311

Agency: Southwest Florida GWI Housing X, Inc.

Fax: (239) 479-8161

Address: 4940 Bayline Drive, N. Ft. Myers, FL 33917

E-mail: sajgogm@leegov.com

Telephone: 239-995-2106

Web site address: \_\_\_\_\_

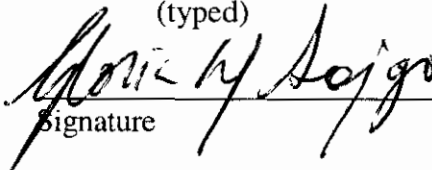
E-mail: rickevanchyck@goodwillswfl.org

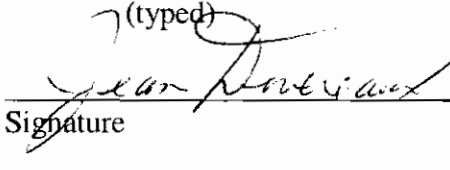
The signatures of the persons shown below are designated and authorized to sign all applicable reports:

OR

Name: Gloria M. Sajgo, AICP  
(typed)

Name: Jean Devereaux  
(typed)

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Principal Planner  
Title

President  
Title

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

**ARTICLE XI SPECIAL PROVISIONS**

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

**ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED**

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

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

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

**PROVIDER:**

**COUNTY: LEE COUNTY**

By: Rick Evanskeyh

Name (typed)

Rick Evanskeyh

Signature of authorized officer

V.P. Administration

Title

7/31/06

Date

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

Name (typed)

Signature of authorized officer

Title

Date

**NOTARY:**

By: Rebecca Hayes Foriest

Notary of Public (Signature)

Rebecca Hayes Foriest

Name (Typed)



**ATTEST: CLERK OF CIRCUIT COURT**

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

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

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

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

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

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

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

**FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS**

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

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

The Contractor agrees to have an annual financial and compliance audit as specified by The Single Audit Act of 1996 and OMB Circular A-133. **An annual audit is required if the Subrecipient/Contractor has Federal expenditures of \$500,000 or more in a fiscal year. This includes all Federal funds received from all funding sources, not just the funds awarded under this contract.** The audits are to be performed by independent auditors in accordance with the current Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States, and in compliance with OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

The Contractor agrees to have an annual State financial and compliance audit, if the total expenditures are \$500,000 or more in a fiscal year (i.e. state financial assistance provided to carry out a state project) in accordance with auditing standards as stated in the Rules of the Auditor General. The Contractor must have a single audit or project-specific audit for such fiscal year in accordance with section 216.3491, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600. Rules of the Auditor General.

**Audit Requirements for States, Local Governments and Nonprofit Organizations:**

Non-federal organizations that expend \$500,000 or more in a fiscal year in Federal awards (**all Federal funding sources must be considered**) must have a single audit or a program-specific audit conducted for that fiscal year in accordance with current Government Auditing Standards issued by the Comptroller General of the United States, and in compliance with The Single Audit Act of 1984 (P.L. 98-502), the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133 "Audits of States Local Governments, and Non-Profit Organizations".

**Single Audit** – Single Audit means an audit that includes both the entity’s financial statements and the Federal awards requirements as described in Section \_\_\_\_500 of OMB Circular A-133. A State single audit means an audit of a non-state entity’s financial statements and state awards. A Single Audit also includes a report on Internal Controls and a report on Program Compliance.

**Program-Specific Audit** – A Program-Specific Audit means an audit of **one Federal program** as provided for in Section \_\_\_\_200© and Section \_\_\_\_235 of OMB Circular A-133. Additionally, a state program-specific audit means an audit of **one state project** in accordance with the requirements of FS 216.3491.

**No Audit Exemption:**

Even when cumulative (all programs considered) Federal and/or State award expenditures are less than \$500,000 in a fiscal year, an audit is required.

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

**ATTACHMENT 2**  
**Southwest Florida GWI Housing X, Inc.**

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work:  
  
Construction of 14 apartments, 9 apartments with 1 bedroom each and 5 apartments with 2 bedrooms each units for 19 very-low income disabled rental households to be completed by December 31, 2007.
  - b. The amount of funds awarded under this grant is \$116,786.00. The Grantor is not obligated or authorized to award any funds in addition to this amount. These funds are to be layered with Lee County Hurricane Housing Recovery funds awarded under Contract C-3381.
  - c. The Provider is expected to make every reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership (SHIP) Program, the Lee County Local Housing Assistance Plan, and the Lee County Hurricane Housing Assistance Plan..
2. The Grantor agrees to provide drawdowns to the Provider, upon receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in Subsection 1.a. up to a maximum of \$50,000.00 or the amount of actual cash expended by the Provider for project work, whichever is less.
  3. The Provider is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119 Public Records.

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

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

produced or received by any private or public entity in direct connection with federal, state, or local housing assistance programs, unless the subject of another federal or state exemption, is subject to public records requests.

A person who has custody of a public record and who asserts that an exemption or special law applies to a particular public record or part of such record shall delete or excise from the record only that portion of the record with respect to which an exemption has been asserted and validly applies, and such person shall produce the remainder of such record for inspection and examination.

4. The Provider agrees to perform all necessary requirements to assist the Grantor in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) Program, and the Lee County Local Housing Assistance Plan.
5. The Grantor shall be provided access to all contracts of the Provider for the procurement of goods and/or services relating to the project work described in Subsection 1.a. and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
6. The Provider shall be responsible for ensuring that all builders/contractors utilized are licensed appropriately and capable of performing all necessary work. The Provider will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work).
7. The Grantor shall be provided access to detailed plans, specifications and tenant income levels relating to the project described in Subsection 1.a. to assure compliance with the objectives, requirements and limitations of the Lee County SHIP affordable housing program. **Documentation must be maintained on file for each beneficiary or unit produced by the Provider for a period of fifteen years following effective date of contract.**
8. The Provider shall provide to the Grantor proof of the following prior to receiving final payment:
  - a. Applicant Intake Forms
  - b. Income Verification and Certification Forms
  - c. Release of Information/Acknowledgment of SHIP terms signed by beneficiary
  - d. Proof of affordability of units. Monthly rents cannot exceed 30 percent of an amount representing the percentage of the median anticipated annual income adjusted for family size for the household. In addition, all rental units must be rented at affordable rates (i.e.: rents will not exceed those limits adjusted for the number of bedrooms published by the Florida Housing Finance Corporation).
  - e. Certificate of Completion/Occupancy.
9. All projects must be in compliance with the rules and regulations of 24 CFR Part 5 (Income Limits, Annual Income, Rent, and Examinations for the Public Housing and Section 8 Programs), the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907, Florida Administrative Code 67-37, and the Lee

County Local Housing Assistance Program authorized by Lee County Ordinance 95-17, as amended and in particular:

- a. Income limits
- b. Definition of Affordability
- c. Non-discrimination
- d. Maximum rent
- e. Maximum SHIP funds per unit
- f. Compliance reporting as required per project

10. The Provider shall provide to the Grantor proof of the following, as applicable, for each beneficiary prior to receiving final payment:

- a. SHIP Program Recipient Profile Form
- b. Certificate of Hazard Insurance naming Lee County as co-insured
- c. Budget and Actual expended Summary per unit form
- d. Proof of Affordability of Units

## ATTACHMENT 3

### ADDENDUM TO SUBRECIPIENT AGREEMENT

WHEREAS, the parties hereto entered into an Agreement for LEE COUNTY SHIP RENTAL/SPECIAL NEEDS FUNDS in connection with the construction and implementation of the Project known as "The Pines ", HUD Project No. 066-HD053, pursuant to the Capital Advance issued by HUD;

WHEREAS, per HUD Notice 95-38 and HUD Handbook 4571.5 Rev., HUD requires a Mortgage, Regulatory Agreement, Use Agreement and other security instruments for the construction and implementation of said Capital Advance, and further requires when secondary financing contemplated by the Subrecipient Agreement is utilized, an agreement be established to provide for certain terms in the event of conflict between the HUD Capital Advance instruments of security and the secondary financing for the Subrecipient Agreement; and

WHEREAS, the parties desire to evidence compliance with the HUD regulations;

NOW, THEREFORE, this Addendum is made and incorporated into the Subrecipient Agreement for the Project known as "The Pines" as follows:

1. HUD has:
  - (a) The right to approve construction draws and/or reimbursement after considering any reported noncompliance by the County if the project is proceeding in compliance with approved plans and specifications.
  - (b) Sole authority to resolve differences in the inspection process and draws and/or reimbursement of grant/loan proceeds.
2. Subrecipient will concurrently furnish HUD and the County with copies of Form HUD-92448, Contractor's Requisition, and form HUD-92403, Application for Insurance of Advances of Mortgage Proceeds.
3. The County agrees to process the draw and/or reimbursement promptly and without adjustment.
4. The County assumes the risk for any reimbursement of grant/loan funds disbursed in excess of the amount approved by HUD, and Southwest Florida GWI Housing X "The Pines" agrees to replenish the excess funds within ten (10) working days of notification of HUD.
5. If a default occurs under the HUD instruments of security, before completion of construction, and the project, scope and purpose remains unchanged, the County



must disburse the remaining funds so long as the request for funds remains in the same ratio as previously authorized.

6. The County's attorney will render an opinion that the agreement and grant/loan commitment is legally binding on present and all future administrations.
7. The Subrecipient must post either a cash escrow or an unconditional, irrevocable letter of credit equal to no less than 10 percent of the grant/loan proceeds.
  - (a) Subrecipient must draw upon the escrow if the County fails to reimburse the grant/loan proceeds in a timely manner.
  - (b) The Subrecipient must reinstate any portion of the escrow drawn during the term of the construction loan, within ten (10) days of the draft for payment.
  - (c) HUD must establish control of the escrow in a separate agreement.
  - (d) The escrow may be released at final endorsement.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/11/2006

PRODUCER (239)337-2221 FAX (239)337-4934  
Lott & Gaylor, Inc.  
2120 W. First St.  
Fort Myers, FL 33901  
Dawn Bemis

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Granite State Ins Co	
INSURER B: FCCI Mutual Insurance Co	10178
INSURER C: New Hampshire Ins Co	
INSURER D: AIG Companies	
INSURER E:	

INSURED Goodwill Industries of Southwest Florida, Inc.  
4940 Bayline Drive  
North Fort Myers, FL 33917

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LX7307656-4	01/01/2006	01/01/2007	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA0000569 5	01/01/2006	01/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	UD0273620-0	01/01/2006	01/01/2007	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	<b>OTHER Directors &amp; Officers Liability</b>	004948565	01/01/2006	01/01/2007	\$ 1,000,000 Each Loss \$ 1,000,000 Aggregate \$ 20,000 Retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

Goodwill Ind of SW Florida Inc.  
4940 Bayline Drive  
N Fort Myers, FL 33917

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Phil Gaylor

*William M. Gaylor*