



REQUEST FOR FUNDING PROPOSAL (RFP)

CAPITAL IMPROVEMENT PROJECT(S) US Department of Housing & Urban Development (HUD) Community Development Block Grant (CDBG)

RFP Release Date: Wednesday, March 2, 2016

Proposal Due Date: 5:00 p.m. Friday April 1, 2016

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

Submit Proposals to:

dpaxton@leegov.com
Lee County Department of Human Services
Attn: Debbie Paxton
2440 Thompson Street
Fort Myers, FL 33901

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

**Department of Human Services
2440 Thompson Street
Fort Myers, Florida 33901**

**Debbie Paxton, Contract Specialist
239-533-7942
dpaxton@leegov.com**

INTRODUCTION

The Lee County Department of Human Services (LCDHS) is soliciting proposals from nonprofit organizations for viable capital improvement projects through a competitive application process. U.S. Department of Housing & Urban Development (HUD), Community Development Block Grant (CDBG) funding requirements are applicable to this solicitation and entire process. Funds will be available to assist nonprofit organizations to make capital improvements to agency-owned facilities and/or to acquire facilities in Lee County. Contingent upon availability, the estimated maximum amount of funding available under this application process is **\$228,245**. The minimum amount per project that will be considered for funding is **\$50,000**. Lee County reserves the right to award additional CDBG funding within 12 months based upon proposals received from this solicitation.

CDBG FUNDED PROGRAM GUIDELINES

This packet contains materials and information needed to apply for funding administered by the Lee County Department of Human Services (LCDHS) and funded by HUD CDBG. Applicants must comply with all federal laws and restrictions described in the HUD regulations.

Interested parties SHOULD review regulatory guidance on the CDBG program and other Federal requirements to ensure they are able to abide by the rules and regulations. Applicable information is included in Title 24 CFR Part 570, specifically subparts C, J, and K; Title 24 CFR Parts 5; and Title 2 CFR Part 200 and can be located at:

<http://www.ecfr.gov/cgi-bin/ECFR?page=browse>

Additional regulatory information that should be reviewed includes:

- HUD CDBG “Basically CDBG” Course Training Manual:
<https://www.hudexchange.info/resource/19/basically-cdbg-training-guidebook-and-slides/>
- HUD CDBG:
<http://www.hud.gov/offices/cpd/communitydevelopment/programs/index.cfm>.
- HUD CDBG Toolkit on Crosscutting Issues including “Module 3 Federal Labor Standards”:
<https://www.hudexchange.info/resource/34/cdbg-crosscutting-issues-toolkit-contents/>

The applicant is required to comply with all contract and applicable State, County, and HUD CDBG requirements including environmental reviews, Section 3 and the Davis Bacon Act/ McNamara-O-Hara Service Contract Act requirements as applicable. Construction, reconstruction, and rehabilitation that are underway are subject to previously mentioned requirements for 100% of the project. This means that prevailing wages and other requirements must be enforced retroactively from the original start date of the project. Therefore, depending on status of project, it may be deemed ineligible upon further review.

The applicant must comply with requirements of the Secretary of Labor in accordance with the Davis-Bacon Act/McNamara-O-Hara Service Contract Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The applicant shall maintain documentation that demonstrates compliance with hour and wage requirements of this part and submit such documentation as required.

Applicants of a project involving HUD financial assistance in excess of \$100,000 must comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] including for new employment, training, or contracting opportunities resulting from the proposed project. Applicants of a project involving less than \$100,000 of HUD financial assistance will make every effort to comply with the requirements of Section 3.

APPLICANT REQUIREMENTS

Eligible applicants:

Applicant must have all the following requirements for proposal submission:

- Public or private nonprofit 501(c)3 organization including faith-based organizations with limitations as described in [24 CFR 570.200\(j\)](#).
- Provided direct client services for 12 months prior to proposal due date.
- Independent certified audited financial statement of the most recent or immediate prior fiscal year, including the management letter and written response.
- Current CPA's Peer Review letter.
- Most recent Form 990.
- Monthly Financial Statements (within last 60 days).
- Insurance coverage as detailed in example contract at end of packet.

Ineligible applicants:

- Governmental agencies/departments including Housing Authorities
- Any applicant not qualifying as a 501(c)3 organization
- Professional sports team

ELIGIBLE PROJECTS AND EXPENSES

All funded projects and activities must meet the CDBG national objective of benefiting low to moderate income persons which is defined as “under 80% Area Median Income (AMI)” (see current chart below). Specific national objective will be determined prior to award of funding. The AMI is subject to change based on HUD’s annual calculations and must be adjusted and adhered to throughout the life of the grant and subsequent affordability period. Income limits can be located at:

<http://www.huduser.org/portal/datasets/il.html>

| FY 2015 Income Limit (effective 3/15/15) Lee County Median Income \$57,600 | | | | | | | | |
|---|----------|----------|----------|---------------|----------|----------|----------|----------|
| 2015 Income Limit Category | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person | 8 Person |
| Extremely Low (30%) | 12,150 | 15,930 | 20,090 | 24,250 | 28,410 | 32,570 | 35,750 | 38,050 |
| Very Low (50%) | 20,200 | 23,050 | 25,950 | 28,800 | 31,150 | 33,450 | 35,750 | 38,050 |
| Low (80%) | 32,300 | 36,900 | 41,500 | 46,100 | 49,800 | 53,500 | 57,200 | 60,900 |

Categories of activities (per CDBG regulation 24 CFR 570.208) for this funding process that can be used to meet the Low and Moderate Income (LMI) national objective include the following: (excerpts only and are not inclusive of the regulations).

- **Low and Moderate Income Area benefit activities** – A facility that is located in an area where at least 51% of the residents are low and moderate income persons as determined by the U.S. Census and that benefits all residents in the particular service area. The area must be primarily residential in character and located within unincorporated Lee County. The location will be verified as being in a qualified low/mod income area upon receipt of proposal.

- **Limited clientele activities** - Under this category, no less than 51 percent of the beneficiaries of an activity must be LMI persons. In contrast to the area benefit category, it is not the location of the facility that determines if the activity is qualified, but rather the actual number of LMI persons that benefit from the activity. Activities in this category provide benefits to a specific group of persons rather than everyone in an area and income must be documented for clients served. Services funded under this category must benefit residents of unincorporated Lee County however, provisions may be allowed if the applicant can demonstrate that services benefit a special population such as homeless, victims of domestic violence, and/or the disabled.

Applicants must be able to **DOCUMENT** that the activities benefit LMI persons by:

- Establishing that the clientele to be served are generally presumed to be principally low and moderate income persons as defined in §24 CFR 570.483(b)(2)(ii)(A).
OR
- Requiring information on household size and income so that it is evident that at least 51% of the clientele are persons whose family income does not exceed the low and moderate income limit;
OR
- Have income eligibility requirements, which limit the activity exclusively to LMI persons.

In general, capital improvements are interpreted to include all facilities and improvements that are owned by a nonprofit and open to the general public. Eligible project costs include acquisition, rehabilitation or construction costs (labor and materials).

Project must be implemented on property owned by the applicant or project must include acquisition and proper zoning for the intended use must be demonstrated in the application for all properties. The applicant must document collaborations and partnerships with other organizations and demonstrate that the project does not duplicate efforts of other organizations.

Examples of **Eligible** Projects:

- Construction/rehabilitation to facilities for persons with special needs such as: homeless or domestic violence shelters, transitional living; nursing homes, group homes for the disabled or children in foster care.
- Purchase of vacant land for a CDBG eligible project, only if the construction portion of project is in conjunction with other funds. Award letters or funding commitments must be attached to this proposal if available or must be documented with an award letter within 45 days of notification of award of CDBG funds.
- Construction/rehabilitation to facilities such as recreational facilities, parks, playgrounds.
- Improvement/rehabilitation to facilities may include but are not limited to energy efficiency improvements and handicapped accessibility improvements as long as a national objective is met.

Examples of **Ineligible** Projects and Expenses:

The following projects or conditions (not all inclusive) will be deemed ineligible for funding:

- Soft costs of project development as the only CDBG funded item (must be combined with other construction related costs)
- New construction of public housing, except for housing considered to be a public facility (i.e. facilities for persons with special needs)
- Acquisition of vehicles
- Acquisition of occupied property
- Paying down of existing mortgages or other loans

- Renovation or construction of spaces used solely for administration or storage
- Improvements on property not owned by the applicant
- Supportive services
- Operating expenses
- Purchase of equipment is generally ineligible; however: Compensation for the use of construction equipment through leasing, depreciation, or use allowances may be eligible
- Purchase of personal property, including equipment, fixtures, motor vehicles, furnishings, or other personal property is generally ineligible
- Projects located within the boundaries of another “entitlement jurisdiction” (City of Cape Coral or City of Fort Myers) unless services benefit a special population
- New housing construction
- Proposals requesting less than \$50,000

FUNDING PRIORITIES AND SPECIAL CONSIDERATIONS

Priority will be given for the following:

- Applicants who demonstrate experience working with CDBG projects and who are able to provide documentation that the total project cost has been leveraged from sources other than CDBG. Funding pledges will only be considered when already secured in writing.
- Applicants that currently own and/or operate facilities with similar services.
- Projects with higher beneficiary to CDBG fund ratio (i.e. $500 \text{ beneficiaries} \div \$100,000 = 50\%$)
- Projects utilizing green building and energy efficiency features.
- Projects that are “shovel ready”.

Special consideration will be given for the following:

- Projects that demonstrate a continued commitment to increase the housing inventory for the homeless.
- Applicants that are most actively participating in the Lee County Homeless Coalition, and the Lee County Homeless Management Information System (HMIS); which includes personnel for data entry, user licensing, and hardware and software compatible with HMIS.
- Projects that can anticipate expending funds by 7/15/16.

PROPOSAL SUBMISSION REQUIREMENTS

The attached proposal forms and complete narrative must be submitted via email to the LCDHS no later than **5:00 pm Friday April 1, 2016**. Proposals received after the due date and time will not be considered.

The applicant is instructed to:

- Number all pages of the proposal beginning with the Proposal Cover (page 1).
- When developing the application content, use the evaluation criteria described in the “Required Narrative” section contained in this packet. Include in application narrative each evaluation criteria and corresponding number. Do not omit addressing any evaluation criteria or the proposal may not be considered.
- Submit one (1) proposal with authorized signature(s) by email. Application can be submitted in Word, Excel and/or Pdf format. Other forms of proposal submission will NOT be accepted.
- Type the proposal, using a minimum 12-pitch font on letter size paper with 1-inch margins, single-spaced.
- Label all attachments that are submitted.

Additionally,

- All costs associated with the proposal preparation shall be the responsibility of the applicant.
- All responses to this RFP become the property of Lee County.
- Submission of this proposal does not guarantee funding. Lee County reserves the right to reject any and all proposals based on changes or non-availability of funding.
- The County reserves the right to request additional information from the applicant.

REVIEW PROCESS

Proposals received from an eligible applicant by the stated deadline will be reviewed by a review team, which at a minimum will include LCDHS staff, to determine compliance with the requirements of the RFP and CDBG eligibility. LCDHS reserves the right to request additional information, reject any and all proposals, approve exceptions and waive informalities and minor irregularities in proposals received. Once submitted, amendments will only be allowed by the request of LCDHS.

Applicants should utilize the resources listed in the Program Guidelines section in determining if the proposed project is an eligible activity as defined by HUD regulations. Each proposal will undergo, at a minimum, evaluation criteria contained in this RFP.

The Lee County Board of County Commissioners has the final decision making authority for proposal funding. There is no guarantee that any funds will be allocated to this process. Applicants will be notified by email of the funding decision on all proposals.

POST AWARD REQUIREMENTS

Following notification of award, a contract will be executed by the Board of County Commissioners and administered by the LCDHS (example contract included at end of packet). The contract will be based upon the information submitted in the proposal, all accompanying exhibits/attachments and any additional information that is requested/received during the review/negotiation phase. Contract language is not negotiable. **The contract is reimbursement based and the applicant receiving funds must be able to pay for project costs prior to requesting payment.** Modifications and updates to proposal exhibits may be required prior to contract execution. Applicants considering submitting a proposal should review the attached contract to ensure their ability to comply with all requirements and expectations, including potential increased insurance coverage and financial audits.

All projects will be secured by a land use restriction, which the agency agrees to record by executing the contract with Lee County (example land use restriction included at end of packet). The land use restriction requires that the use of such property (including beneficiaries) may not change from that for which the acquisition or improvement was made until at least five (5) years after the expiration of contract with Lee County. The length of the land use restriction period is dependent upon the amount of funding invested in the project and may be longer than five (5) years. The land use restriction will be for the entire amount of assistance, but will not require repayment unless the applicant defaults on the terms of the land use restriction.

OTHER FEDERAL REQUIREMENTS

Approved projects are subject to regulations of Federal funds including, but not limited to, public and competitive bidding, prevailing wage (Davis Bacon Act/ McNamara-O'Hara Service Contract Act), affirmative action, civil rights, environmental review, lead based paint regulations, relocation, and accessibility requirements. Local government codes must be met for any building converted, rehabilitated, or renovated with CDBG funds. For more information go to the following link, click on "CDBG Crosscutting Issues Toolkit Content" then open "Module 3 Federal Labor Standards":

<https://www.hudexchange.info/resource/34/cdbg-crosscutting-issues-toolkit-contents/>

Special conditions may apply for projects already underway in order to ensure compliance with federal regulations such as environmental reviews and Davis Bacon requirements and depending on status of project, it may be deemed ineligible upon further review. Davis Bacon requirements apply retroactively to the entire project from the original start date of the project irrelevant of funding source.

**CDBG Capital Improvement Project
PROPOSAL COVER PAGE**

Applicant/Organization Name: _____

Federal ID#: _____ Organization Fiscal Year End (day/month): _____ / _____

DUNS #: _____ CCR Valid
Date: _____

Mailing Address: _____

City: _____ State: _____ Zip
Code: _____

Telephone Number: _____ Fax Number: _____

Name of Contact Person: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ Web Page: _____

| | |
|-----------------------|-----------|
| Total Request: | \$ |
|-----------------------|-----------|

I hereby certify that I am an authorized representative of the organization and that to the best of my knowledge:

The data in this application is true and accurate.

This document has been duly authorized by the governing body.

The organization will be able to meet all of the minimum proposal requirements as specified in the RFP.

The organization will comply with the necessary certifications and assurances and provide program services described in the proposal if a contract is awarded.

Representative's Name: _____ Title: _____

Representative's Signature: _____ Date: _____

NATIONAL OBJECTIVE

Select the National Objective this activity will meet:

| Selected | National Objective | National Objective Description |
|----------|--|--|
| | Low to Moderate Income Area Activity (LMA) | A facility that is located in an area where at least 51% of the residents are low and moderate income persons as determined by the U.S. Census and that benefits all residents in the particular service area. The area must be primarily residential in character and located within unincorporated Lee County. The location will be verified as being in a qualified low/mod income area upon receipt of proposal. 24 CFR 570.208(a)(1) |
| | Limited Clientele Activity (LMC) | Under this category, <u>51 percent of the beneficiaries of an activity must be low and moderate income persons.</u> In contrast to the area benefit category, it is not the location of the facility that determines if the activity is qualified, but rather the actual number of low and moderate income persons that benefit from the activity. <u>Activities in this category provide benefits to a specific group of persons rather than everyone in an area and income must be documented for clients served.</u> 24 CFR 570.208(a)(2) |

REQUIRED NARRATIVE AND EVALUATION CRITERIA

At a minimum, proposals will be evaluated using 24 CFR Part 570 as applicable, and by the following criteria:

PROJECT SUMMARY/NARRATIVE

1. Description of the applicant's mission, primary activities, and experience in serving the targeted population.
2. Provide demographics of clientele served during the last year.
3. Detailed description of proposed project which includes enough specifics so that the reviewers will be able to obtain a comprehensive understanding of the proposed project based upon the information that is presented. Scoring of proposal and award of funding may be effected by the thoroughness of the description that is presented. At a minimum include the following:
 - Drawings and/or work specifications showing a clear description of modifications anticipated to the project site.
 - An explanation of the need and how the project will address the need.
 - Explanation of how project is not duplicating services of any comparable applicants/projects located within a five-mile radius. If there is duplication, provide a clear explanation of the need for numerous projects in close proximity.
 - Programs and services to be offered.
 - Number of projected clients to be served.
 - For facility expansion projects, include a demonstration of the increase in demand for services and documentation of cost benefit of the services provided.
 - If the proposed project is addressing a special needs population, describe the population; how the project specifically accommodates this group; and any service gaps in the community and how project will address the gaps.
 - Explanation of the applicant's partnerships/collaborations with other area service providers, and how those partnerships/collaborations will impact this project.

- Explanation of other available funding sources that will be utilized or are proposed to be used for the project. Maximization of resources by combining other funding sources is encouraged.
- 4. Explanation of how the Low/Moderate Income National Objective will be documented.
- 5. Explanation of the applicant's capacity to successfully operate the proposed project, including:
 - Identification of all roles and responsibilities needed to develop and operate the project and who will perform the necessary functions.
 - Explanation of applicant's experience in providing housing, and/or operating and/or providing the services of the proposed project/facility.
 - Description of housing ownership, rental experience, including the number of units currently owned and operated by the organization, if applicable.
 - Description of the services offered, provider experience, and qualifications to provide services.
 - Detail of how the nonprofit will own, manage, and maintain the properties.
- 6. Capital projects that include administrative offices or other spaces not used for direct client services must provide explanation and demonstrate that at least 80% of funding is for direct client service areas of the building. Include the percentage (%) of funding that will be used for administrative offices or non direct client services.
- 7. Project schedule (timeline) from project funding through completion and occupancy or facility's availability for use.
- 8. Documentation that the project site has proper zoning for the activity that will be undertaken, as well as environmental clearances for the intended use, if applicable.

ORGANIZATION CAPACITY

1. Depiction of applicant's overall organization and history.
2. Procedures ensuring nondiscrimination in the provision of services to clients. Explanation of how the needs of multicultural clients are met including information on multicultural services, multicultural activities, etc.
3. Process of appointment of board members, board development activities, board experience, and board governance.
4. List of primary staff who will be administering the proposed project and program services, including tenure of staff and previous experience with similar projects and services. If the project manager role will be subcontracted, description of any agreements currently in place for these services. If there are no contracts for services in place, explain how the applicant will procure a project manager.
5. Description of procedure for client files maintenance and reporting.

FISCAL CAPACITY

1. Explanation of accounting systems and internal fiscal controls in place.
2. List of all funds to be used for this project and whether they are secured or pledged. Award letters and/or letters of commitment must be attached.
3. Explanation of applicable leveraging.
4. Detailed Project or Activity Budget for the proposed project/activity. Specific line items must be identified and all revenue and expenses must be included.
5. Detailed Five Year Operating Expense Pro Forma demonstrating the applicant's ability to sufficiently cover facility operating and maintenance expenses.
6. Explanation that applicant has financial capacity for continued operation, maintenance and supportive services to the target population.

REQUIRED PROPOSAL ATTACHMENTS

1. Documentation relating to site control or acquisition of property or Deed showing ownership.
2. Documentation of zoning compliance.

3. Detailed project budget (using attached format. Can be sent in different format upon request).
4. Detailed five-year operating expense Pro Forma (using attached format. Can be sent in different format upon request).
5. Resumes or list of staff credentials.
6. Job descriptions of staff responsible for project and program services.
7. Funding award letters or other forms of commitment (if applicable).

If not previously submitted to LCDHS within the past year, include the following. If previously submitted, include the date and for what purpose (RFP, contract deliverable, etc) that the documentation was previously submitted. A request for a waiver/exception for any of the requirements listed below can be submitted with the proposal.

8. 501c3 IRS Status Designation Letter
9. Most Recently Audited Fiscal Year's Financial Statement including Management Letter and Response
10. Articles of Incorporation
11. Current By-Laws
12. List of current Board of Directors – include term limits and officers
13. Monitoring reports/audits from other agencies (2 years), if applicable
14. Business Licensing
15. State of Florida Certificate of Good Standing

PROPOSED PROJECT OR ACTIVITY BUDGET

Include each proposed line item encompassed in completing the project (i.e. design professionals, permitting, roofing, plumbing, etc.). Ensure the proposed budget is realistic; that it can be implemented correctly; that expenses are specific to the proposed project or activity; and that all mathematical projections are accurate. The budget is subject to updating and clarification during proposal review and contract negotiation/execution if funding is awarded. Revenue description of other funding sources should include whether funding is secured or pending. If pending, provide anticipated date of decision.

| Proposed Capital Project Expenses | | | | |
|---|------------|----------------------|-----------------------|--|
| Detail/Itemization by Line Item | Total Cost | CDBG Funds Requested | Other Funding Amounts | Budget Narrative: brief and concise description of each expense category |
| Demolition | | | | |
| Permit | | | | |
| Demolition Contract | | | | |
| Dump Fees | | | | |
| Other (specify) | | | | |
| Acquisition | | | | |
| Construction | | | | |
| Design Fees (architectural, engineering) | | | | |
| Development Order | | | | |
| Permits | | | | |
| Site Work | | | | |
| Concrete/Masonry | | | | |
| Plumbing | | | | |
| HVAC | | | | |
| Electrical | | | | |
| Fire Alarm | | | | |
| Roofing | | | | |
| Structural Steel | | | | |
| Doors and Windows | | | | |
| Carpentry | | | | |
| Flooring | | | | |
| Interior Paint | | | | |
| Exterior Paint or Other Finish | | | | |
| Soffit, Fascia, Gutters | | | | |
| Other (specify) (Add additional rows as necessary) | | | | |
| TOTAL PROPOSED EXPENSES | | | | |

| Proposed Capital Project Funding | | |
|---------------------------------------|--------|--|
| Revenue Source | Amount | Detailed description including restrictions on use of funds if applicable. |
| | | |
| | | |
| | | |
| | | |
| TOTAL PROPOSED FUNDING SOURCES | | |

OPERATING EXPENSE PRO FORMA

This is a forecast of the applicant's estimated overall revenue and expenses for the next five years.

| LIST REVENUE SOURCES (add more lines if necessary) | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|--------|--------|--------|--------|--------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total Annual Operating Income: | | | | | |

| EXPENSES | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|--------|--------|--------|--------|--------|
| Rent/Mortgage | | | | | |
| Utilities | | | | | |
| Insurance | | | | | |
| Property Maintenance | | | | | |
| Repairs | | | | | |
| Property Taxes | | | | | |
| Personnel Costs | | | | | |
| Marketing/Advertising | | | | | |
| Accounting (Audits) | | | | | |
| Legal | | | | | |
| Reserves | | | | | |
| Office Expenses | | | | | |
| Other Related Program Expenses (specify) | | | | | |
| Other (specify) | | | | | |
| Total Annual Operating Expenses | | | | | |
| | | | | | |
| Net Annual Operating Income (Income - Expenses) | | | | | |

CSFA # _____
CFDA # _____
Contract No. _____
Funding Source: _____

STANDARD NONPROFIT/GOVERNMENT CONTRACT

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

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

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

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

ARTICLE I SCOPE OF SERVICES

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

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

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

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

ARTICLE II TERM OF CONTRACT

This Contract shall begin **2014** and end, **2014** unless terminated as specified in Article VIII, Suspension/Termination.

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

ARTICLE III

COMPENSATION AND REPORTS

A. Contract Payment

The **COUNTY** will make payments on a reimbursement basis to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$00.** Payments will be authorized only for work completed and/or services delivered during the term of the contract as stated in ARTICLE II: TERM OF CONTRACT, and prior to the payment request date. Documentation of eligible expenses will be provided as stated in Article III C. Contract Deliverables. Payment is subject to the provisions of Article III B Deferred Payment/Return of Funds and Article IX, Suspension/Termination. Funding is contingent upon the availability of funds.

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

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

For Partnering for Results (PFR) contracts, Lee County will fund no more than 25% of the program's actual cash expenses. The agency must be able to substantiate receipt of at least 75% of revenue from other sources or the amount of contract may be reduced. Documentation of expenses may be required at any time during the contract term if the ratio of county funding to program expenses exceeds or is close to exceeding the 25/75% requirement.

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

B. Deferred Payment/Return of Funds

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

If, as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to Lee County or a repayment

agreement is accepted by Lee County. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract and/or Federal requirements. For contracts funded under the Partnering for Results (local general fund) process, repayment will be required if the amount paid exceeds 25% of program expenses. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

C. Contract Deliverables

1. Required Reports (checked boxes are applicable)

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

Appropriate back-up/supporting documentation may include: cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the PROVIDER'S check issued with authorized signature. Two-sided copies of back-up documentation are preferred. For Construction Contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request. For PFR contracts, documentation of expenses may be required as back-up/supporting documentation if the ratio of county funding to program expenses exceeds or is close to exceeding the 25/75% requirement.

The Exhibit 1 (Payment Request) must be submitted with an **original, authorized** signature. An email or fax submission of Exhibit 1 is acceptable ONLY when there is no reimbursement requested. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified during monitoring.

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

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

Exhibit 2.

- ☒ EXHIBIT 3 – Performance Outcomes Report – Due: As indicated on Exhibit 3.
- ☒ EXHIBIT 4 - Quarterly Unit Rate & Revenue Analysis Report – Due: 30 days following the end of each quarter. (Jan 31; April 30; July 31; Oct 31).
Documentation to support expenditures and revenue MUST be attached i.e. QuickBooks; Profit/Loss Statement.
- ☒ EXHIBIT 5- Annual Progress Report or Closeout Report- Due as indicated on Exhibit 5 and/or in Section D.
- ☒ EXHIBIT 6 - Certificate of Insurance - Insert in contract.
- ☒ EXHIBIT 7 – Statement of Work – Insert in contract.
- ☐ EXHIBIT 8 - Equipment/Fixed Assets Inventory Form- Due: 30 days from purchase of equipment or fixed assets, and annually on October 1.
- ☐ EXHIBIT 9 - Annual Certification of Continued Operation (ESG) - Due: As indicated on Exhibit 9.

For all reports except the Exhibit 1 (Payment Request) either an email or hard copy of reports is acceptable. The Exhibit 1 (Payment Request) must have original signatures. Other reports requiring signatures can have an electronic signature or a scanned copy of the report with signature.

2. Required Documents

- ☒ Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – Due Date: Non profits - 180 days following the end of PROVIDER’S fiscal year(s); Governments/municipalities - 270 days following the end of fiscal year(s).
- ☒ Copy of latest Form 990 - Due Date: Non profits – -180 days following the end of PROVIDER’S fiscal year(s)
- ☒ Monitoring Reports – A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of PROVIDER’S response to the funding agency are due to the COUNTY no later than **30 days** after receipt by the PROVIDER.

D. Contract Closeout

- ☐ Partnering for Results: Unit Rate Analysis Report -Due: 30 days after contract end.
- ☐ Partnering for Results: Final Payment Request –Due: 4 days after contract end.
- ☐ Partnering for Results: Close Out Report – **Due 30 days after contract end.**
- ☐ State Mandated: Final Payment Request – Due: 4 days after contract end
- ☐ HOME – Closeout package for each property –Due: 120 days after payment request.
- ☐ Supportive Housing Program and Rental Assistance (COC) – Final Payment

- Request and Annual Progress Report – **Due: 45 days end date of operating year.**
- ☐ **CDBG** – Final Payment Request and Beneficiary Reports – **Due: 20th of the month after term end.**
- ☐ **Other Funding Source** – _____
- Final Closeout Payment Request – **Due:** _____
- Final Closeout Report - **Due -** _____

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

A. Monitoring

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

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

B. Audits and Inspections

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

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), Lee County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract non-compliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

C. Records

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and a

minimum of five (5) years from the date of contract expiration. The retention period may be longer depending on the funding source. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

D. Independent Audit

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

- auditor's opinion
- requisite reports on internal control and compliance, if required
- management letter addressing internal controls (Note: If there were no items to be addressed, the letter must still be completed and state that no comments were noted.)
- management's response to such letter
- the programs that are funded by this Lee County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

An original, bound version must be submitted. As an alternative an electronic format sent from the auditing firm is acceptable. The audit must be submitted to the **COUNTY** no later than one hundred eighty (180) days following the end of a non profit **PROVIDER'S** fiscal year and two hundred seventy (270) days following the end of a government/municipality **PROVIDER'S** fiscal year. If applicable, any corrective action plan must be submitted. Failure to submit the report within the required time frame can result in the withholding of payment, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant with an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards, OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

Copy of the latest Form 990 must also be submitted no later than one hundred eighty (180) days following the end of a non profit **PROVIDER'S** fiscal year.

ARTICLE V AMENDMENTS

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

The Department Director may approve amendments, which do not substantially change the original contracted scope of service and statement of work. The Board of County Commissioners must approve

amendments which increase or decrease contract funds; significantly change program design including target population or major changes in outcomes; change or add to the standard provider contract language which is not for the purpose of correcting original omissions or clarifying original contract intent.

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

ARTICLE VI **CONTRACTOR STATUS**

A. Independent Contractor

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

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. Provider must provide written notice to the County of all subcontractors as well as provide copies of all contracts entered into with subcontractors upon the County's request. Procurement and/or bidding of non primary roles and responsibilities must be awarded on a fair and non collusive basis and must be in compliance with all applicable Lee County, State of Florida and Federal standards. The **PROVIDER** shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the **PROVIDER** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and if applicable Attachment A, Program Guidelines and must be subject to indemnification as stated in Article VIII.

ARTICLE VII **CONFLICT OF INTEREST**

The **PROVIDER** agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this contract. The **PROVIDER** further agrees that no person having any such interest shall be employed or engaged for said performance. The **PROVIDER** agrees that no employee, officer, agent of the provider or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The **PROVIDER** or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the **PROVIDER**.

For federally funded contracts, conflict-of-interest provisions described in 24 CFR 85.36 and 84.42 and all other established, applicable HUD regulations must be followed.

ARTICLE VIII **RISK MANAGEMENT**

A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, **PROVIDER** shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the **PROVIDER** resulting from the **PROVIDER'S** work as further described in this contract, which may arise in favor of any person or persons resulting from the **PROVIDER'S** performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, **PROVIDER** hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. **PROVIDER** additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the **PROVIDER**. The **PROVIDER** further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

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

B. Insurance Requirements:

Insurance – Non Profit Providers

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

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

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

The General Liability Policy Certificate shall name "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.
3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD
4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
5. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

Insurance – Government/Municipality

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

C. Notice of cancellation or modification

The **COUNTY** will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt

requested and addressed to the Lee County Risk Manager, P. O. Box 398, Ft. Myers, FL 33902.

ARTICLE IX SUSPENSION/TERMINATION

A. Suspension

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

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

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.

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

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

C. Termination by PROVIDER

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

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

ARTICLE X ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

IMMIGRATION LAWS:

The **COUNTY** will not intentionally award contracts to any provider/contractor/vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (INA).

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

OTHER REQUIREMENTS:

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

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

Additional information can be accessed at the following websites:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp
<http://www.hud.gov/offices/fheo/lep.xml>

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

All advertising of residential real estate for sale, rent, or financing should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement or slogan will depend on the type of media used (visual or auditory) and, in

space advertising, on the size of the advertisement. Different styles/types/sizes of logos and information regarding brochures and can be located at the following website:
<http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>

- C.** That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- D.** 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.
- E.** 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.
- F.** That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- G.** That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H.** That if personnel in programs under this contract work directly with children or youths and vulnerable or disabled adults, the **PROVIDER** will comply with the provisions of Chapters 435.03 and 435.04, Florida Statutes, which requires employment screening.
- I.** That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- J.** That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.
- K.** That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds. In publicizing, advertising, or describing the program, state "Funding provided by Lee County Board of County Commissioners".
- L.** That they will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- M.** For federally funded programs, that they will comply with applicable uniform

administrative requirements as described in 24 CFR part 84 and 85 and HUD requirements as described in 24 CFR part 5.

- N.** A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider's Single-Point-of-Contact.
- O.** The provider shall ensure that Lee County funds are restricted to people legally able to reside in the US.
- P.** The provider will input applicable updates to the 10 Year Plan to End Homelessness Database on a regular basis, usually quarterly.
- Q.** The PROVIDER is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.

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

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

ARTICLE XII CONTRACT DISPUTE RESOLUTION PROCEDURE

Any dispute between the parties with respect to provisions contained in a Lee County Department of Human Service (DHS) contract or issues that arise pertinent to a contract shall be resolved as follows:

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

- a. Duly authorized representatives shall meet as often as mutually agreeable to discuss in good faith the dispute and to negotiate a mutually agreeable resolution. Authorized representatives for DHS include Contract Specialist, and Program Manager.
- b. During the course of the dispute process requests made by one Party to the other for non-privileged information, reasonably related to the dispute shall be responded to in good faith.
- c. If the dispute is unable to be resolved between the authorized representatives within the specified time period, it will be forwarded to the Department Director for resolution. A decision by the Director will be issued within ten days.
- d. If the dispute remains unresolved after the Department Director's decision, the issue including all pertinent background information will be forwarded to the Board of County Commissioners for consideration.

- e. Either Party may at any time commence formal court proceedings, which shall be immediately communicated, and will end the process of Dispute Resolution as described in this section.

ARTICLE XIII

NOTICES

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

PROVIDER:

Name: _____

Title: _____

Agency: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail : _____

COUNTY:

Name: _____ Attn: _____

Title: _____ Contract Specialist

Agency: _____ Department of Human Services

Address: _____ 2440 Thompson Street

_____ Fort Myers, Florida 33901

Telephone: _____ (239) 533-79

Fax: _____ (239) 533-7960

E-Mail: _____ @leegov.com

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

OR

Name (printed/typed)

Name (printed/typed)

Signature

Signature

Title

Title

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

ARTICLE XIV SPECIAL PROVISIONS

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

ARTICLE XV

ALL TERMS AND CONDITIONS INCLUDED

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

unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, PROVIDER and **COUNTY** have caused this 16-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER:

By: _____
Name (print)

(Signature of authorized officer)

Title

Date

COUNTY: LEE COUNTY

By: _____
Name (print)

(Signature of authorized officer)

Board of County Commissioners
Title

Date

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged
before me this ____ day of _____, 2016,

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

NOTARY:

By: _____
Notary of Public (Signature)

Name (typed)

ATTEST: CLERK OF CIRCUIT COURT

By: _____

Title: _____

Date: _____

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

By: _____

Title: _____

Date: _____

OFFICE of the COUNTY ATTORNEY

EXHIBIT 1

PAYMENT REQUEST

Line Item Contract

Mail to: Lee County Department of Human Services
ATTN:
2440 Thompson Street
Ft. Myers, FL 33901

Phone: 533-79
FAX: 533-7960
E-Mail:

Contract No. _____

Expenditures for period:

____/____/____

Check appropriate line:

____ Regular Reimbursement

____ Final Reimbursement

Agency: _____
Mailing Address: _____

Phone: _____

FAX: _____

E-mail: _____

Reports are due by the twentieth calendar day after the end of the reporting period.

| A. Approved Period Category | B. Approved Annual Amount | C. Balance Forward end of prior month | D. Total Paid Reporting Period | E. Remaining Balance End of Reporting Period |
|--------------------------------|------------------------------|--|-----------------------------------|--|
| | | | | |
| | | | | \$ - |
| | | | | |
| Total: | \$ - | \$ - | \$ - | \$ - |

PROVIDER: By signing below, I certify that the work and/or services provided and reported in Exhibit 1 are for uncompensated expenses/units, and have been completed and/or delivered to the best of my knowledge. I further attest that payment has been made in accordance with all applicable statutes, regulations and approved County contract. I understand that knowingly providing false information could result in investigation and prosecution.

I certify that all the hours worked were solely for the eligible activity as stipulated in the contracted Scope of Services and Exhibit 7 Statement of Work or that a activity tracking record (time sheet) has been provided. I further certify that all hours and services billed to this contract are eligible under CDBG regulationsStatement of Work.

**Signature of
Authorized Official:** _____

Date approved: _____

FOR LEE COUNTY USE ONLY

By signing below, I certify that to the best of my knowledge and abilities, the work and/or services provided have been inspected, monitored or reviewed and appear to be in compliance with all applicable statutes, regulations, and approved County contract.

AUTHORIZED BY: _____

APPROVED AMOUNT: \$ -

DATE APPROVED: _____

EXHIBIT 2: QUARTERLY BENEFICIARY REPORT

Due with final payment request. On all reports, the number of beneficiaries in all categories must equal the number of beneficiaries for the reporting period.

Subrecipient: SalusCare, Inc. Activity: Public Facility Improvement – Triage Center Reporting Period: _____
(months covered in the quarter) (year)

Total beneficiaries served: _____

INCOME: Household income is calculated and reported according to the annual income limits published by HUD and can be found at: <http://www.huduser.org/portal/datasets/il.html>. Income percentages indicate “at or below” that percentage and are a percentage of the area median income (AMI).

More than 80% AMI: _____ At or below 80% AMI: _____ At or below 50% AMI: _____ At or below 30% AMI: _____

RACE/ETHNICITY: Report the number of beneficiaries for the reporting period in the box below the appropriate category.

| | White | Black/ African American | Asian | American Indian/ Alaskan Native | Native Hawaiian/ Other Pacific Islander | American Indian/ Alaskan Native & White | Asian & White | Black / African American & White | American Indian/Alaskan Native & Black/African American | Other Multi- racial |
|------------------------|-------|-------------------------------|-------|---------------------------------------|---|---|---------------------|---|---|---------------------------|
| Number Hispanic | | | | | | | | | | |
| Number Non-Hispanic | | | | | | | | | | |

Is this activity in a targeted neighborhood as defined by the Department of Human Services? _____

If yes, which neighborhood area: _____

PERFORMANCE MEASUREMENTS:

Number of persons assisted with NEW access to the service/benefit being provided: _____

Number of persons assisted with IMPROVED access to the service/benefit being provided: _____

Number of beds CREATED in overnight shelter and/or other emergency housing: _____

NARRATIVE: For this reporting period, provide a brief summary of activities completed and any accomplishments achieved. _____

PROVIDER hereby certifies that all information reported in this exhibit has been collected and reported in compliance with all applicable statutes and regulations, and in accordance with the approved County contract.

Completed by:_____ Date_____

SAMPLE

EXHIBIT 6 CERTIFICATES OF INSURANCE

Insert Certificates of Insurance naming
Lee County Board of County Commissioners

as

Certificate Holder

Name and address for Certificate Holder should be:
**Lee County Board of County Commissioners,
P.O. Box 398, Fort Myers, FL 33902.**

as required in Article VIII of the Contract, for the following
policies:

- ☒- Worker's Compensation
- ☒- General Liability
- ☒- Business Auto Liability
- ☒- Directors & Officers Liability
- ☒- Fidelity Bonding

The General Liability Policy Certificate must name

***"Lee County, a political subdivision and Charter
County of the State of Florida, its agents, employees,
and public officials"***

as

"Additional Insured"

EXHIBIT 7
STATEMENT OF WORK – CONSTRUCTION PROJECTS

Name of Agency:

Project:

Provide below a detailed description of the program being funded/supported by the County in this contract. Include the following information:

1. Description of Project:
 - a. Site Control
 - b. Construction plans/drawing:
 - c. Development Order/Permitting
 - d. Construction Management
 - i. Notice to proceed:
 - ii. Inspections:
 - iii. Completion Date:
 - iv. Occupancy Date:
2. Project Location: Address or legal description
3. List of tasks to be performed:
4. Type of Contract (Unit Rate, Line Item, Other)
5. If Line Item, identify items or services to be purchased:
6. Number of additional clients to be served as a result of project
7. Detailed Construction Budget:
8. Pro Forma (Operating Budget), if applicable

EXHIBIT 9
ANNUAL CERTIFICATION OF CONTINUED USE
Community Development Block Grant Program

The Community Development Block Grant (CDBG) Program is regulated by the Code of Federal Regulations at 24 CFR 570. Section 570.505 apply standards to real property which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. The standard requires that the use of such property (including beneficiaries) may not change from that for which the acquisition or improvement was made until five years after the entire CDBG grant received by Lee County Department of Human Services has been expended and closed out.

_____ property improvement was funded from HUD Program Year 20__ (CDBG Year ____). It is anticipated that all funds received by Lee County Department of Human Services under this program year will be expended and the grant closed by 20__. Therefore an Annual Certification of Continued Use must be completed annually which certifies that the property continues to be used for the purpose under which it was funded.

The Certification must be completed and returned to Lee County Department of Human Services, 2440 Thompson Street, Fort Myers, FL 33901 annually by _____, 20__ thru at least _____, 20__. Lee County reserves the right to extend the Continued Use period until the entire HUD Program Year 20__ (CDBG Year ____) grant has been closed out.

Contract Number: _____

Project/Facility Name: _____

Being authorized to complete Contract reports/exhibits, I hereby certify that during the past year the above mentioned facility that received assistance for rehabilitation work from the Community Development Block Grant Program
has been used for _____.

Signature Title

Date

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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

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

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

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

A. SUBCONTRACTS

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

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

B. PROCUREMENT

1. The **PROVIDER (SUBRECIPIENT)** shall comply with current Lee County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property.
2. The **PROVIDER (SUBRECIPIENT)** shall procure all materials, property or services in accordance with the requirements of 2 CFR 200 Procurement Standards, and shall subsequently follow Property Management Standards in accordance to 2 CFR 200, covering utilization and disposal of property.

C. DOCUMENTATION AND RECORD-KEEPING

1. The **PROVIDER (SUBRECIPIENT)** shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement, including but not limited to:
 - a. A full description of each activity undertaken and its eligibility criteria.
 - b. Client data demonstrating client eligibility for services provided.

- c. Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503, as applicable.
- d. Compliance with fair housing and equal opportunity components of the CDBG program.
- e. Financial records as required by 24 CFR Part 570.502 and 2 CFR 200; and other records to comply with Subpart K of 24 CFR 570.

D. RESTRICTIONS ON USE OF FUNDS

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

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

E. ENVIRONMENTAL CONDITIONS

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

- 1. Clean Air Act, 42 U.S. C. 7401, et seq.
- 2. Federal Water Pollution Control Act as amended, 33 U.S.C. 1251, et seq., as amended.
- 3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- 4. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards shall require flood insurance under the National Flood Insurance Program.

5. Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 pertaining to all HUD assisted housing, which require that notice be provided that all properties constructed prior to 1978 may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken, and the advisability and availability of blood lead level screening for children under seven.
6. Historic Preservation under the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800.

F. PROGRAM INCOME

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

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

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

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

H. CIVIL RIGHTS

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

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

The **PROVIDER (SUBRECIPIENT)** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or worker's representatives of the **PROVIDER (SUBRECIPIENT)'s** commitment under this section and shall post copies of the notice in a conspicuous places available to employees and applicants for employment.

LAND COVENANTS - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.602 and 603. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the

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

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

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

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

The **PROVIDER (SUBRECIPIENT)** shall cause or require to be inserted in full provisions meeting the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5. All contractors or subcontractors on contracts in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR. Part 5). Contractors and subcontractors shall be required to submit weekly payroll certifications concerning compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.

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

to comply with these Section 3 requirements and to include the following language in subcontracts executed under this agreement:

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

I. CLOSEOUTS

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

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

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

J. PAYMENTS AND REPORTS

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

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

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

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

DECLARATION OF RESTRICTIVE COVENANTS

1. THIS DECLARATION OF RESTRICTIVE COVENANTS (Declaration) dated as of _____, by _____. (a Florida not-for-profit corporation), its successors and assigns, and legally described as:

Legal description

2. _____ agrees to all requirements of the United States Department of Housing and Urban Development Community Development Block Grant (CDBG) Program in acceptance of CDBG funding received through Lee County, a political subdivision and Charter County of the State of Florida herein after referred to as "COUNTY" to acquire and improve property aforementioned.
3. This Declaration is in furtherance of and incorporates the Lee County Contract Number _____, effective _____ to _____ and all obligations thereunder entered into between the County and _____ dated _____.
4. _____, its successors or assigns, shall use property to meet one of the CDBG National Objectives for a period of _____ (length of time, minimum five (5) years) commencing on _____.
5. In the event the _____ fails to use the property for the purposes set forth herein expressly or by reference, _____ at the County's option agrees to transfer the ownership of the property to County or dispose of property in compliance with CDBG requirements.
6. _____ agrees to maintain Property in compliance with local codes and to a safe, decent and sanitary condition, which shall include repairs and maintenance duties to the Property to extend the life of the dwelling. Further, _____ agrees to comply with all local, State and Federal requirements specific to funding sources attached to this property as instructed by the County.
7. If, the County determines that the project is no longer needed for _____ use, the County may authorize the _____, its successors or assigns, or convert the use of the project for the direct benefit of low-income persons.
8. The County may approve such action as may be necessary to allow the transfer, conveyance, assignment, leasing, mortgaging or encumbering of the Property or to accomplish the acts described above.
9. _____ agrees to maintain and provide certification of continued use of property (which may include beneficiary information if requested) to the Lee County Department of Human Services as required by the Community Development Block Grant Program. Certification must initially be submitted by _____ and annually thereafter on each thirty-first day of December.

10. This Declaration and the covenants set forth herein regulating and restricting the use and occupancy of the Property (i) shall be and are covenants running with the Property, encumbering the Property for the term of this Declaration, and binding, upon the Recipient's successors in title and all subsequent owners of the Property, (ii) are not merely personal covenants of the Recipient, and (iii) shall bind the Recipient and its respective successors and assigns during the term of this Declaration.
11. Any and all requirements of the laws of the State of Florida to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to ensure that these restrictions run with the land.
12. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

For the term of this Declaration, each and every contract, deed, or other instrument hereafter executed conveying the property or portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, that these covenants contained herein shall survive and be effective regardless of whether such contracts, deed or other instrument conveyance is subject to this Declaration.

Upon expiration of the period during which the _____ is obligated to operate the Property in accordance with the Agreement, this Declaration shall terminate and shall no longer be effective.

By: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing was acknowledged before me this _____ day of _____, 2015, by _____, on behalf of the corporation [] who is personally known to me or [] who has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
My Commission Expires: _____