



REQUEST FOR FUNDING PROPOSAL (RFP)

**PUBLIC SERVICE PROGRAM
NEIGHBORHOOD RESOURCE SPECIALIST
(RESIDENT COORDINATOR)
US Department of Housing & Urban Development (HUD)
Community Development Block Grant (CDBG)**

RFP Release Date: December 13, 2017

Proposal Due Date: 5:00 p.m. Wednesday, January 10, 2018

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:

Melissa Paoletta, MPaoletta@leegov.com
Lee County Human and Veteran Services
2440 Thompson Street, Fort Myers, FL 33901

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

INTRODUCTION

Lee County Human and Veteran Services (LCHVS) is soliciting proposals from nonprofit organizations for Public Services: Neighborhood Resource Specialist 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 provide a Neighborhood Resource Specialist in a designated neighborhood in Lee County: Suncoast Estates. Contingent upon availability, the estimated maximum amount of funding available under this application process is **\$29,120**. The services may continue with an annual contract. Lee County reserves the right to award additional CDBG funding within 12 months based upon proposals received from this solicitation.

Lee County Human and Veteran Services Neighborhood Building Program works with designated neighborhoods to improve the quality of life for the residents and help them sustain suitable living environments. Each neighborhood has a Neighborhood Association, a not for profit 501(c)3 organization, that work closely with the Neighborhood Building Program to achieve the revitalization goals of the neighborhood. The neighborhood centers also operate as United Way Houses. The applicant is invited to apply annually for United Way funding related to this initiative if awarded the neighborhood resource specialist contract. Further information about the Neighborhood Building Program can be found at: <http://www.leegov.com/dhs/neighborhood/revitalization>

CDBG FUNDED PROGRAM GUIDELINES

This packet contains materials and information needed to apply for funding administered by Lee County Human and Veteran Services (LCHVS) utilizing U.S. Department of Housing & Urban Development (HUD), Community Development Block Grant (CDBG) funds. Applicants must comply with all contract and applicable County guidelines and HUD/CDBG guidelines and policies. Further information about CDBG guidelines can be found at: <https://www.hudexchange.info/programs/cdbg-entitlement/>

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>

APPLICANT REQUIREMENTS

Applicants must be able to show they are capable of performing the services requested.

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 sample contract enclosed.

Ineligible applicants:

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

SCOPE OF SERVICES

The Neighborhood Resource Specialist will work to implement programs, services, and events within the neighborhood, at the neighborhood center. The job duties include but are not limited to: information and referral services, assisting residents with FL ACCESS, gathering and reporting data, organizing activities and events, and coordinating services and programs at the neighborhood center. They may assist the Neighborhood Association in implementing the neighborhood revitalization plan and attending Neighborhood Association meetings. The hours include evenings and weekends.

LCHVS seeks to contract with an agency to provide a Neighborhood Resource Specialist at the following neighborhood: Suncoast Estates. The neighborhood boundary is defined in the enclosed aerial map.

ELIGIBLE 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).” The national objective for this project is Low and Moderate Income Area (LMA) benefit activities. The Suncoast Estates neighborhood has been verified as a qualified LMA.

HUD CDBG funds will be used to reimburse the salary/wages of the Neighborhood Resource Specialist actual hours worked on CDBG eligible activities. Holiday, vacation, sick, overtime, bonus pay, or travel expenses will not be reimbursed.

The weekly hours and budget may vary.

Neighborhood	Location	Hours per Week	Annual Budget
Suncoast Estates	2241 Case Lane, North Fort Myers	40	\$ 29,120

FUNDING PRIORITIES AND SPECIAL CONSIDERATIONS

Priority will be given for the following:

- Applicants who are able to provide documentation that the total program 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.

PROPOSAL SUBMISSION REQUIREMENTS

Submit any questions relating to this RFP by e-mail to: Melissa Paoletta, Administrative Specialist, Lee County Human and Veteran Services, MPaoletta@leegov.com

Tentative Schedule (Dates may be subject to change)	Date
Release Request for Proposals	12/13/2017
Questions Submitted to County	12/18/2017
Responses to questions posted online www.leegov.com/dhs/funding	12/19/2017
Proposal deadline	01/10/2018
Provider selection by	January 2018
Execute provider contract/program start	February 2018

The attached proposal forms and complete narrative must be submitted via email to LCHVS no later than **5:00 pm Wednesday, January 10, 2018**. 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 “Narrative” section contained in this packet. Include in the 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.
- 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 designated committee to determine compliance with the requirements of the RFP and CDBG eligibility. Each proposal will undergo, at a minimum, evaluation based on criteria contained in this RFP. LCHVS 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 LCHVS.

LCHVS 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 Lee County Board of County Commissioners and administered by LCHVS (sample contract enclosed). The anticipated duration of the contract will be for eight (8) months, with the term to begin February 2018, and end September 30, 2018. The annual budget will be pro-rated to the months of the contract. The services may continue with an annual contract. 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 payroll 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 draft contract to ensure their ability to comply with all requirements and expectations, including potential increased insurance coverage and financial audits.

ENCLOSURES:

Enclosure 1 – Proposal Submission Template
 Enclosure 2 – Aerial Map with Neighborhood Boundary
 Enclosure 3 – Neighborhood Information
 Enclosure 4 – Provider Contract Template Draft

PLEASE NOTE: The draft standard contract attached to this RFP is a template and does not constitute the final agreement to be prepared for the applicant that is selected. Please do not attempt to insert missing information and complete the attached sample.

Prior to executing a Contract, Providers must complete a Lee County vendor application:

<https://www.lee.gov.com/procurement/do-business-with-lee-county>

**Lee County Human and Veteran Services
Neighborhood Resource Specialist Proposal**

PROPOSAL COVER PAGE

Agency Name: _____

Federal ID# _____ **Agency Fiscal Year:** ____/____/____ - ____/____/____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone Number: _____ **Fax Number:** _____

Website: _____ **DUNS #:** _____

Name of Contact Person: _____

Title: _____ **Direct Phone Number:** _____

Email Address: _____

Neighborhood(s) Applying for:
Suncoast Estates

Total Request: \$ _____

Neighborhood	Suncoast Estates
CDBG Funds Requested	\$

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

The data in this application is true and accurate.

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

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

Representative's Name: _____

Representative's Title: _____

Representative's Signature: _____

NARRATIVE

**Lee County Human and Veteran Services
Neighborhood Resource Specialist Proposal**

1. Description of the agency's mission and primary activities.
2. What duties, if any, will be expected of the Neighborhood Resource Specialist other than what duties are outlined in Scope of Services?
3. What benefits, including paid leave (sick/vacation) will be offered? Please list source of funding.
4. Describe or list Agency's mandatory meetings and trainings that the Neighborhood Resource Specialist will be required to attend.
5. List primary staff who will be supervising the Neighborhood Resource Specialist including tenure of staff and experience with similar services.
6. Describe the timeframe to fill the position or will the agency utilize existing staff?
7. Describe the agency's success with similar programs in the past or with any current programs.
8. Provide a description of possible program(s) the agency could offer the neighborhood.
9. How will you measure and evaluate success of the Neighborhood Resource Specialist position?
10. What is the agency's intention of a long-term commitment to the neighborhood?
11. What methods will be used for community involvement to assure that all who might benefit from services at the neighborhood center are provided an opportunity to participate?
12. Provide any other information you may feel is pertinent to share.

**Lee County Human and Veteran Services
Neighborhood Resource Specialist Proposal**

FISCAL/BUDGET CAPACITY

1. Describe the agency's capacity to sustain all Neighborhood Resource Specialist staff expenses prior to reimbursement.
2. Describe accounting systems and internal fiscal controls.
3. If not previously submitted to LCHVS within the past year, include the following required documents. 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.

-Proof of active non-profit tax-exempt status under IRS Section 501(c)3

-Twelve months of operation and service delivery prior to proposal release date
(Agency must have been operating and providing 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 sample contract enclosed



-Documentation of funding sources such as commitment letter(s) or grant agreements

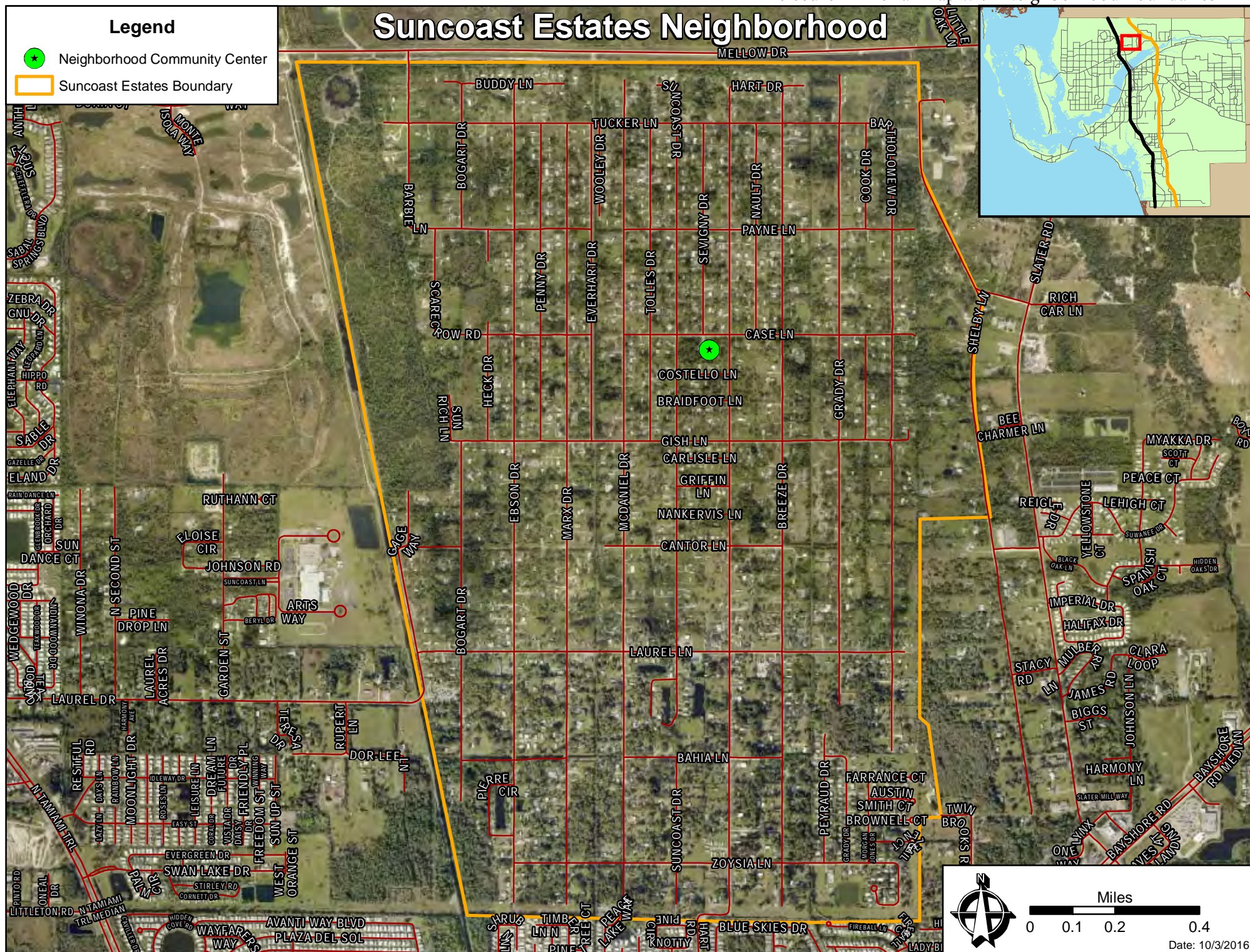
4. Budget

Personnel	CDBG Amount Requested	Leveraged Funds	Total Project Budget
Salary			
Payroll Taxes			
Benefits			
Total			

Suncoast Estates Neighborhood

Legend

-  Neighborhood Community Center
 Suncoast Estates Boundary



NEIGHBORHOOD INFORMATION

Revitalization Plan

Suncoast Estates:

1. Increase opportunities for homeownership, affordable rental housing, and safe, decent, sanitary housing.
2. Increase involvement by residents in neighborhood groups and activities.
3. Improve public safety in the neighborhood and the neighborhood's core infrastructure to promote development.

Examples of Services at the Neighborhood Center:

- Social Service Referrals
- ACCESS Florida
- Food Pantry
- Community Garden
- Computer Center
- GED Classes, Computer Training, Literacy Classes
- Job-Link
- Health Programs
- Children, Teen, and Senior Programs

Examples of Annual Neighborhood Events include:

- The Great American Cleanup/Trash Bash
- Celebrate Safe Communities
- Make a Difference Day
- Back to School
- Holiday Events (Easter Egg Hunt, Halloween Trunk-or-Treat, Harvest Festival, Thanksgiving Dinner, Christmas Party)

Locations of Neighborhood Center

Suncoast Estates Community Center
2241 Case Lane, North Fort Myers, FL 33917

CSFA # _____
CFDA # _____
Contract No. _____
Funding Source: U.S. Dept. of
Housing and Urban Development (HUD)
Community Development Block Grant (CDBG)

STANDARD NONPROFIT/GOVERNMENT CONTRACT

SUBRECIPIENT CONTRACT BETWEEN THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS and PROVIDER

THIS CONTRACT between Lee County, a political subdivision and Charter county of the State of Florida, hereinafter referred to as "**COUNTY**" and x. a Nonprofit Corporation 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 **October 1, 2017**.

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

Services include x

For federally funded projects, all requirements and conditions as described in **ATTACHMENT A: Community Development Block Grant Program Guidelines** must also be followed.

All activities funded with the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (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. **COUNTY** 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 **October 1, 2017** and end **September 30, 2018**, unless terminated as specified in ARTICLE VIII Suspension/Termination.

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 **\$x**.

The **COUNTY** shall pay the **PROVIDER** for all requested and authorized basic services rendered hereunder by the **PROVIDER** and completed in accordance with the requirements, provisions, and/or terms of this Agreement. Compensation will be based on actual hours worked on CDBG eligible activities.

Compensation does not include travel expenses, holiday, vacation, sick, retroactive, and bonus pay and will not exceed the following:

- Suncoast Estates x

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 line item contracts, this contract is for payment of line item amounts as identified in the approved budget.

Program	Neighborhood	Total
Total		

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. 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
- ☐ EXHIBIT 2: Program/Demographics/Beneficiary Report
- ☐ EXHIBIT 3 – Monthly Reports
- ☐ EXHIBIT 4: Quarterly Unit Rate & Revenue Analysis Report
- ☐ EXHIBIT 5: Annual Progress Report or Closeout Report
- ☐ EXHIBIT 6: Certificate of Insurance (Attach)
- ☐ EXHIBIT 7: Scope of Services / Statement of Work
- ☐ EXHIBIT 8: Equipment/Fixed Assets Inventory Form
- ☐ EXHIBIT 9: Annual Certification of Continued Operation (ESG)
- ☐ EXHIBIT 10: Current Board of Directors Roster

For all reports except **EXHIBIT 1**, either an email or hard copy of reports is acceptable. **EXHIBIT 1** 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: 180 days following the end of PROVIDER'S fiscal year(s).**

- ☒ Copy of latest Form 990 - **Due Date: 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

- ☒ **CDBG** – Final Payment Request– **Due: x**

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 eight (8) 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.

PROVIDER specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:

1. keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
2. provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of **PROVIDER** upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.

D. Independent Audit

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

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

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 nonprofit **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/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 Emergency Solutions Grant (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: Community Development Block Grant Program Guidelines** and must be subject to indemnification as stated in ARTICLE VIII.

ARTICLE VII CONFLICT OF INTEREST

The **PROVIDER** agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this contract. The **PROVIDER** further agrees that no person having any such interest shall be employed or engaged for said performance. The **PROVIDER** agrees that no employee, officer, agent of the provider or its sub-recipients shall participate in the selection, award, or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The **PROVIDER** or sub-recipient employees, officers and

agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the **PROVIDER**. For federally-funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

ARTICLE VIII RISK MANAGEMENT

A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, **PROVIDER** shall protect, defend, indemnify, save and hold the COUNTY, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the **PROVIDER** resulting from the **PROVIDER'S** work as further described in this contract, 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: 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:

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$500,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

The General Liability Policy Certificate shall name "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

3. **Business Auto Liability**– The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
 - \$100,000 bodily injury per person (BI)
 - \$300,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or
 - \$300,000 combined single limit (CSL) of BI and PD
4. **Directors & Officers Liability**– Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
5. **Fidelity Bonding**– Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

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.

If anticipated Program revenue from other sources exceeds expenses by 25%, Lee County reserves the right to suspend contract until final expenses/revenue is confirmed.

B. Termination by COUNTY

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty-four (24) hours written notice to the **PROVIDER** by Certified Mail 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 in the proposal/application of the contract and such funds become unavailable the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours written notice. If confirmed Program revenue from other sources exceeds expenses by 25%, Lee County reserves the right to terminate

contract upon no less than twenty four (24) hours written notice.

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail of such and specifying the effective date. **COUNTY'S** obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

ARTICLE 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 **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/sizes of logos and information regarding brochures and can be located at the following website:
<http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>

- C.** That they will comply with the Americans with Disabilities Act of 1990 (“ADA”) (as codified at U.S.C. 42.126 (sections 12101-12213) and 28 CFR 35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider’s Single-Point-of-Contact.
- D.** That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E.** That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F.** That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G.** That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child’s welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H.** That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I.** That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the **PROVIDER** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
- J.** That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- K.** That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.
- L.** That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds. In publicizing, advertising, or describing the program, state “Funding provided by Lee County Board of County Commissioners”.
- M.** That they will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to

include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.

N. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.

O. The provider shall ensure that Lee County funds are restricted to people legally able to reside in the US.

P. The provider 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.

R. The PROVIDER must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security's E-Verify system.

ARTICLE XI HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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 Human and Veteran Services 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 Human and Veteran Services include Administrative 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:

E-mail:

COUNTY:

Name:

Title:

Agency:

Address:

Telephone:

E-mail:

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 12-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

(Signature of authorized officer)

Title

Date

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, 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)

Notary Stamp

COUNTY: LEE COUNTY

By: _____
Name (print)

(Signature of authorized officer)

Board of County Commissioners
Title

Date

ATTEST: CLERK OF CIRCUITCOURT

By: _____

Title: _____

Date: _____

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

By: _____

Title: _____

Date: _____

OFFICE of the COUNTY ATTORNEY

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.
3. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

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.

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. 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 impediment 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.